City of Lubbock, Texas
Regular City Council Meeting
Thursday, February 25, 2016

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

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

http://www.mylubbock.us

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

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

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

2:30 p.m. -- City Council convenes in open session, and recesses into executive session to consider items 1.-1.4.3.

5:15 p.m. -- City Council reconvenes in open session in the City Council Chambers to consider items 2.-6.13.

1. **Executive Session**

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

1. 1. 1. Discuss the application of Chapter 43 and Chapter 212.172 of the Local Government Code as to annexation.

1. 2. Hold an executive session in accordance with Texas Government Code, Section 551.076, to discuss the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

1. 3. Hold an executive session in accordance with Texas Government Code 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Urban Design and Historic Preservation Commission and Zoning Board of Adjustment.

1. 4. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss the appointment, employment, evaluation or reassignment of the following:

1. 4. 1. City Attorney

1. 4. 2. City Manager

1. 4. 3. City Secretary

2. **Proclamations and Presentations**

2. 1. Invocation by Pastor Mike Martindale, The Heights Fellowship

2. 2. Pledges of Allegiance

2. 3. Presentation of a Special Recognition to Citibus awarded by the U.S Department of Transportation, FTA Region VI and Transit System of the Year 2016.

2. 4. **Board Recognitions:**
Urban Renewal and Neighborhood Redevelopment Commission:
Janis Putteet

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

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

Public Comments Sign-Up Form

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

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

See the Supplemental Citizen Comment Agenda.

4. **Minutes**

4. 1. January 14, 2016 Regular City Council Meeting
January 28, 2016 Regular City Council Meeting

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

5. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2016-O0022 Amendment 13 amending the FY 2015-16 budget for municipal purposes respecting the General Fund to amend expenditures for the purchase of the Fire Marshal's office building located at 1601 Mac Davis Lane; providing for filing; and providing for a savings clause.

5. 2. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2016-O0023 Amendment 14 amending the FY 2015-16 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92217, 34th Street Reconstruct - Quaker Avenue to Avenue Q; and CIP 92420, 34th Street - Quaker Avenue to Slide Road; providing for filing; and providing for a savings clause.

5. 3. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2016-O0025 Amendment 15 amending the FY 2015-16 budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) Grant and the Community Services Block Grant (CSBG); providing for filing; and providing for a savings clause.

5. 3. 1. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute contract 12725 and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

5. 3. 2. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute contract 12721 and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG) to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

5. 4. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 16 amending the FY 2015-16 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92255, Bailey County Wellfield Supply Line/Pumping System; CIP 91038, Sewer Line Replacement; CIP 92390, Cell 5 Development; CIP 92371, Runway 17R/35L Construction Phase III; and CIP 92191, Airport Facility Improvements; providing for filing; and providing for a savings clause.

5. 5. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2016-O0024 abandoning and closing a 10-foot wide Lubbock Power and Light (LP&L) power line easement located in Tract 30-C, Nor-Don Addition Lubbock County, Texas, easement located at 4633 50th Street.

5. 6. **Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing the west 33.5 feet of an underground utility easement located in Lot 138, Gordon Heights Addition, Lubbock County, Texas, easement located at 4602 50th Street.

5. 7. **Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing a 10-foot wide underground utility easement granted to Lubbock Power and Light within Tract "A", Lubbock Walmart 5702 Addition, to the City of Lubbock, Lubbock County, Texas.

5. 8. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a monitor well permit with InControl Technologies, Inc. and Daniel B. Stephens and Associates as contractors for the Texas Commission on Environmental Quality (TCEQ) for a street right-of-way monitor well permit located in the west right-of-way of 702 Hartford Avenue and in the west right-of-way of 612 Gary Avenue.

5. 9. **Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute agreement 12755 for professional engineering services with Parkhill, Smith & Cooper (PSC), Inc. for the design of 34th Street from Slide Road to Quaker Avenue and from Avenue Q to Interstate 27.

5. 10. **Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute contract 12681 with Utility Contractors of America, Inc. of Lubbock, TX, for the construction of the Northwest Water Reclamation Plant (NWWRP) Raw Sewage and Waste Activated Sludge Offsite Pipelines, RFP 16-12681-TF.

5. 11. **Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Professional Services Contract 12731 with Freese and Nichols, Inc., (FNI). for providing construction representative services for the Northwest Water Reclamation Plant (NWWRP) Pipeline Projects.

5. 12. **Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute professional services contract 12730 with Alan Plummer Associates, Inc., (APAI)for providing construction administration and engineer of record professional services for the Northwest Water Reclamation (NWWRP) Plant Pipeline Projects.

5. 13. **Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute contract 12682 with MH Civil Constructors for construction of Southeast Water Reclamation Plant (SEWRP) Sludge Drying Bed Project RFP 16-12682-JM.

5. 14. **Resolution - Water Resources:** Consider a resolution authorizing the Mayor to execute contract 12757 with Bill Sides allowing the City to provide reclaimed water for agricultural purposes.

5. 15. **Resolution - Water Resources:** Consider a resolution authorizing the Mayor to execute contract 12758 with Fred Jones allowing the City to provide reclaimed water for agricultural purposes.

5. 16. **Resolution - City Manager:** Consider a resolution authoring the Mayor to execute a purchase contract for real property located at 1601 Mac Davis Lane between the City of Lubbock and HMOT Properties, LLC of Lubbock.

5. 17. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute purchase order contract 31026440 with Scoggin Dickey Chevrolet-Buick for twenty, Chevrolet Tahoes spec 307-PD for Police patrol, ITB 16-12677-SS.

5. 18. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute contract 12687 with Texas Enterprises, Inc. dba United Oil and Grease for engine oils, lubricants and turbine oils, ITB 16-12687-SS.

5. 19. **Resolution - Solid Waste:** Consider a resolution authorizing the Mayor to execute contract 12672 with Jarvis Metals Recycling, Inc. for the Sale of Recyclable Scrap Paper and Plastics, RFP 16-12672-KK.

5. 20. **Resolution - Parks and Recreation:** Consider a resolution authorizing the City Council to reject all bids for Fertilization for Various Parkland Properties, ITB 16-12678-KK.

5. 21. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute contract 12661 with Brown-McKee, Inc. for the Lubbock Police Department Firing Range Baffle Installation located at 11602 West 19th Street, RFP 16-12661-JM.

5. 22. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Community Development Funding Contract 12726 and all related documents with Lutheran Social Services of the South (LSSS) to provide utility assistance to qualified low-income persons and families through the Comprehensive Energy Assistance Program (CEAP) and the Community Services Block Grant (CSBG).

5. 23. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Community Development Funding contract 12727 and all related documents with Catholic Charities Diocese of Lubbock to assist low-income persons and families to transition out of poverty through Community Services Block Grant (CSBG).

5. 24. **Resolution - Citibus:** Consider a resolution authorizing the City Council to reject all bids for the manufacture and installation of bus shelters, ITB 16-12619-TF.

5. 25. **Resolution – Police:** Consider a resolution authorizing the Mayor to execute an agreement with Wild West Harley-Davidson of Lubbock, TX to lease fourteen Police motorcycles and related equipment for use by the Police Department, ITB 16-12645-SS.

5. 26. **Resolution - Emergency Management:** Consider a resolution authorizing the City Manager to accept life safety equipment (chemical analyzer) purchased through a successful application to the Homeland Security Grant Program (HSGP) administered by the Office of the Governor in the amount of $28,490.

5. 27. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Change Order 4 to contract 11652 with Duininck, Inc. for Lubbock Preston Smith International Airport Runway 17R-35L, ITB 14-11652-DT.

5. 28. **Ordinance - City Secretary:** Consider an Ordinance amending Section 1.02.004 of the Code of Ordinances of the City of Lubbock, Texas, with regard to amending voting precinct boundaries; creating additional and new voting precincts; providing a savings clause; and providing for publication.

5. 29. **Resolution - City Secretary:** Consider a resolution authorizing the Mayor to execute service agreement 12552 with Lin-Cum, Inc. for microfilming and imaging services, RFP 16-12552-DGB.

6. **Regular Agenda**

6. 1. **Public Hearing 5:30 p.m. – Planning:** Consider a request for an amendment to the Zoning Code, Chapter 40 of the City of Lubbock Code of Ordinances, by adding a definition of a body piercing studio in Section 40.01.003; including a body piercing studio as a permitted use in zoning districts C-4 and IHC and as a conditional use in zoning districts C-2, C-3, and CB-2, and consider an ordinance.

6. 2. **Public Hearing 5:30 p.m. – Planning:** Consider a request for an amendment to the Zoning Code, Chapter 40 of the City of Lubbock Code of Ordinances, by adding a definition of a tattoo studio in Section 40.01.003; including a tattoo studio as a permitted use in zoning districts C-4 and IHC and as a conditional use in zoning districts C-2, C-3, and CB-2, and consider an ordinance.

6. 3. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3276, a request of Zac Garth, for the Worship Center Church, for a zoning change from T to A-2 limited to church and church related uses on Tract A, Worship Center 1 Addition, 12709 Indiana Avenue, and consider an ordinance.

6. 4. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 1720-I, a request of Amit Shah for a zoning change from C-3 limited to a service station and all unconditionally permitted C-1 uses to C-2, west 122 feet of Lot 1, Village West Addition, 5761 34th Street, and consider an ordinance.

6. 5. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 2650-A, a request of Kamal Zeitouni for a zoning change from R-1 to GO, west 70 feet Lot 80, Bacon Heights Addition, 5039 52nd Street, and consider an ordinance.

6. 6. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3277, a request of Burl W. Masters, for Brookeland I, LLC, for a zoning change from T to C-3 on 22.828 acres of unplatted land out of Block E-2, Section 23, North of 130th Street and East of Slide Road, and consider an ordinance.

6. 7. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3126-C, a request of Burl W. Masters, for SWLLD, LLC, for a zoning change from A-2 and T to C-3 on 19.1 acres of unplatted land out of Block AK, Section 20, 12502 Frankford Avenue, north of 130th Street, and consider an ordinance.

6. 8. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3278, a request of Burl W. Masters, for Slide & 1585, LLC, for a zoning change from T to C-3 on 74.584 acres of unplatted land out of Block AK, Section 8, 5201 130th Street, and consider an ordinance.

6. 9. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3279, a request of David R. Miller, for MacDonald Companies, for a zoning change from T, C-3, and A-2, to A-2 Specific Use on 11.3 acres of unplatted land out of Block AK, Section 22, 9901 Upland Avenue, and consider an ordinance.

6. 10. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2016-O0018 for Zone Case 2740-A, a request of Jonathan Martindale, for Amerco Real Estate Company, for a zoning change from C-4 to C-4 Specific Use for mini warehouses on Lots 1 and 2, McDonald Addition, and Lot A and the balance of Lot 9, 2 less the SE 62 feet by 124 feet, Stubbs Subdivision, 3511 Avenue Q and 3504 Avenue P.

6. 11. **Resolution - Planning:** Consider a resolution approving and granting a variance from the applicable 300-feet minimum distance provisions of City of Lubbock Ordinance 2009-O0060, at the request of applicant Tikka Shack Indian Grub, located at 6620 Milwaukee Avenue, Suite 100, for an alcoholic beverage permit.

6. 12. **Resolution - Finance:** Consider a resolution accepting the City of Lubbock Comprehensive Annual Financial Report (CAFR) for fiscal year ended September 30, 2015.

6. 13. **City Secretary - Board Appointments:** Consider six appointments to the Animal Services Advisory Board, five appointments to the Board of Health, three appointments to the Keep Lubbock Beautiful Advisory Committee, two appointments to the North and East Lubbock Community Development Corporation Board of Directors, three appointments to the Urban Design and Historic Preservation Commission, five appointments to the Veterans Advisory Committee, and one appointment to the Zoning Board of Adjustment.


City of
Lubbock
TEXAS

BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, FEBRUARY 25, 2016 - EXECUTIVE

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
*	1	URBAN DESIGN & HISTORIC PRESERVATION COMMISSION	ADAMS, CHARLES	3/1/2016	N/A	CITIZEN	REPLACE	N/A
			HENRY, JANE	3/1/2016	N/A	PLANNER	REPLACE	N/A
			MUELLER, BILL	3/1/2016	N/A	ARCHEOLOGY/PALEOTOLOGY	REPLACE	N/A
*	2	ZONING BOARD OF ADJUSTMENT	OLIVAREZ, MARGIE	2/1/2016	N/A	ALTERNATE	REPLACE	N/A

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

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
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/Edcuation 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
09/11/2014	Harvey	Larry	Male	Anglo	50-59	Architect	Chapman Harvey Architects, Inc	4

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
08/23/2005	Harvill	Natalie	Female	Anglo	30-39	Structural Engineer	Parkhill, Smith & Cooper	5
01/14/2010	Henry	Alan	Male	Anglo	60+	Insurance Agent	Alan Henry Insurance	3
06/10/2009	Henson	Matthew	Male	Anglo	30-39	Self Employed	Matt Henson Inc.	5
11/11/2010	Herrera	Gilbert	Male	Hispanic or Latino	60+	Evangelist	Gilbert Herrera Evangelistic Association	4
11/15/2010	Jackson	Emma	Female	African-American	60+			2
02/22/2010	Jackson	Winnie	Male	Anglo	60+	Retired Minister		4
11/01/2010	Kinserlow	Ray	Male	Anglo	60+			4
12/08/2010	Madison	Harvey	Male	Anglo	60+	Photography	Madison Photography	4
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
02/26/2009	McKee	Todd	Male	Anglo				5
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
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
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	Woordward	Tracey	Female	Anglo	50-59	Registered Nurse	Covenant School of Nursing	4

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
11/20/2007	York	Martha	Female	Anglo		Real Estate Broker	The Real Estate Company	5
	Young	Andy	Male	Anglo				5

URBAN DESIGN & HISTORIC PRESERVATION COMMISSION

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	81.8% (9)
Hispanic	32.6%	27.6%	9.8%	9.1% (1)
African-American	8.7%	7.4%	8.3%	9.1% (1)
Other	3.7%	4.0%	3.3%	0.0% (0)
GENDER				
Male	49.3%	48.9%	72.6%	63.6% (7)
Female	50.7%	51.1%	27.4%	36.4% (4)
GEOGRAPHIC DISTRIBUTION				
District 1	17.1%	17.6%	8.3%	9.1% (1)
District 2	16.2%	15.3%	4.8%	9.1% (1)
District 3	15.5%	14.5%	12.5%	9.1% (1)
District 4	16.6%	17.2%	19.6%	36.4% (4)
District 5	18.3%	18.6%	34.0%	18.2% (2)
District 6	16.1%	16.8%	18.2%	18.2% (2)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

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

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

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	**Requirement**	**Attend**	**Eligible**	**Action**
Adams, Charles (M,A,1)	Citizen	N/A	N/A	Replace
Henry, Jane (F,A,5)	Planner	N/A	N/A	Replace
Mueller, Bill (M,A,4)	Archeology/Paleo	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMEDATIONS:
To replace Charles Adams:
Jim Dulin (M,A,4) Lubbock County

URBAN DESIGN AND HISTORIC PRESERVATION COMMISSION – CONTINUED:

To replace Jane Henry:

James Dirks (M,A,5) Cox/Dirks Architects P.C.

To replace Bill Mueller:

Virginia Hatfield (F,A,3) Hatfield Archaeological Services, LLC.

City of Lubbock
Board and Commision Recruiting Database

Updated: **1/27/2016**

Urban Design/Historic Preservation Commission

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
01/07/2016	Hatfield	Virginia	F	A	40-49	Archaeologist	Hatfield Archaeological Services, LLC	3
Second Preference								
Third Preference								
Fourth Preference								
05/06/2015	Hargrove	Devin	M	A	18-29	Night Stocker	United Market Street	5
Fifith Preference								
Sixth Preference								

Committee # 27 Urban Design/Historic Preservation Commission — Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Member Citizen **Adams** **Mr. Charles**	Y	*601 Avenue J* *Lubbock, TX 79401*	*Charles Adams Gallery* *4210 82nd Street* *Lubbock, TX 79423*	*Curr:* *2nd:* *1st:*	02/01/2014-02/01/2016 02/01/2012-02/01/2014 02/01/2010-02/01/2012	*N*
Email: lubbart@yahoo.com	Y	*8062529939*	*8067881008* *lubbart@yahoo.com*	*Fax:*		
Member Citizen **Bloodworth** **Mr. David**	Y	*3704 69th St* *Lubbock, TX 79413*	*RE/MAX Lubbock* *4703 S Loop 289* *Lubbock, TX 79424*	*Curr:* *2nd:* *1st:*	02/01/2016-02/01/2018 10/23/2014-02/01/2016	*N*
Email: dbloodworth@remaxlubbock.com	Y Y	*(806) 632-3244* *(806) 632-3244*	*(806) 785-8309* *dbloodworth@remaxlubbock.com*	*Fax:*		
Member Citizen **Clark** **Ms. Melanie**	Y	*6712 8th St* *Lubbock, TX 79416*	*806-834-5377* *Box 42091* *Lubbock, TX 79409*	*Curr:* *2nd:* *1st:*	02/01/2015-02/01/2017	*Y*
Email: melanie.clark@ttu.edu	Y Y	*(806) 252-2300* *(806) 252-2300*	*melanie.clark@ttu.edu*	*Fax:*		
Member Builder **Craig** **Mr. Cody**	Y	*11504 Topeka Ave.* *Lubbock, Texas 79424*	*Cody Craig Custom Homes* *11504 Topeka Ave.* *Lubbock, Texas 79424*	*Curr:* *2nd:* *1st:*	12/18/2014-02/01/2016	*Y*
Email: cody@codycraighomes.com	Y Y	*(806) 281-4402* *(806) 281-4402*	*(806) 281-4402* *cody@codycraighomes.com*	*Fax:*		
Member Planner **Henry** **Ms. Jane**	Y	*5233 20th Street* *Lubbock, TX 79407*	*Jane U. Henry Design* *5233 20th Street* *Lubbock, Texas 79407*	*Curr:* *2nd:* *1st:*	02/01/2014-02/01/2016 08/08/2012-02/01/2014	*Y*
Email: juhenrydesign@gmail.com	Y	*(806) 780-1111*	*(806) 780-1111* *juhenrydesign@gmail.com*	*Fax:*		
Member Architect **Hernandez** **Mr. Abel**	Y	*608 N. Vinton Avenue* *Lubbock, Texas 79416*	*Parkhill, Smith & Copper, Inc.* *4222 85th Street* *Lubbock, Texas 79423*	*Curr:* *2nd:* *1st:*	02/01/2015-02/01/2017	*Y*
Email: abcc11@sbcglobal.net	Y Y	*(806) 747-8092* *(806) 407-2272*	*(806) 473-2200* *ahernandez@team-psc.com*	*Fax:*		
Member Archeologist/Palentologist **Mueller** **Mr. Bill**	Y	*5020-D Kenosha Ave* *Lubbock, TX 79413*	*Texas Tech Museum* *3301 4th Street* *Lubbock, TX 79415*	*Curr:* *2nd:* *1st:*	02/01/2014-02/01/2016 04/26/2012-02/01/2014	*Y*
Email: mueller.bd@gmail.com	Y Y	*(806) 787-9551* *(806) 787-9551*	*8067422442* *bill.mueller@ttu.edu*	*Fax:*	*8067421136*	
Member Landscape Architect **Nash** **Mr. Paul**	Y	*3208 27th St* *Lubbock, TX 79410*	*Paul Nash & Associates, Inc.* *12108 Slide Road* *Lubbock, TX 79424*	*Curr:* *2nd:* *1st:*	02/01/2016-02/01/2018 02/27/2014-02/01/2016 09/14/1995-09/14/1997	*N*
Email: nash@door.net	Y N	*(806) 799-8794* *(806) 543-7733*	*8067930047*	*Fax:*		
Member Citizen **Nathan** **Ms. Jeanette**	Y	*2113 E. 29th Street* *Lubbock, TX 79404*		*Curr:* *2nd:* *1st:*	02/01/2016-02/01/2018 02/01/2014-02/01/2016 03/09/2012-02/01/2014	*N*

Committee # 27	Urban Design/Historic Preservation Commission	Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Email: jxnath1142@yahoo.com	Y	8067825660	jxnath1142@yahoo.com	Fax:		
Member History / Political Science **Scott** **Mrs. Gretchen**	Y	4012 69th Street Lubbock, TX 79413		Curr: 2nd: 1st:	02/01/2015-02/01/2017	Y
Email: gretchen@wmrsco.com	Y	8067915456		Fax:		
Member Sociology / Anthropologist **Ward** **Mr. Dallas**	N	7001 Utica Ave Lubbock, TX 79424	Lubbock Lake Landmark 2401 Landmark Drive Lubbock, TX 79415	Curr: 2nd: 1st:	02/01/2016-02/01/2017	Y
Email: dallas.c.ward@ttu.edu	N N	(806) 474-3517 (806) 474-3517	(806) 834-6136 dallas.c.ward@ttu.edu	Fax:		

ZONING BOARD OF ADJUSTMENT

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	55.6% (5)
Hispanic	32.6%	27.6%	9.8%	22.2% (2)
African-American	8.7%	7.4%	8.3%	22.2% (2)
Other	3.7%	4.0%	3.3%	0.0% (0)
GENDER				
Male	49.3%	48.9%	72.6%	66.7% (6)
Female	50.7%	51.1%	27.4%	33.3% (3)
GEOGRAPHIC DISTRIBUTION				
District 1	17.1%	17.6%	8.3%	22.2% (2)
District 2	16.2%	15.3%	4.8%	11.1% (1)
District 3	15.5%	14.5%	12.5%	22.2% (2)
District 4	16.6%	17.2%	19.6%	11.1% (1)
District 5	18.3%	18.6%	34.0%	11.1% (1)
District 6	16.1%	16.8%	18.2%	22.2% (2)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:
Permanent advisory board with officer of the city status to hear citizen requests for variances and special exceptions from regulations in the comprehensive zoning ordinance and grants relief as warranted.

QUALIFICATIONS: None

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Olivarez, Margie (F,H,6)	Alternate	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Margie Olivarez:
Brittany Barela (F,A,5) Christian Preschool Centers

City of Lubbock
Board and Commision Recruiting Database

Updated: **1/27/2016**

Zoning Board of Adjustment

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
11/01/2005	Campbell	Jesse	M	A	40-49	Account Executive Service Sales	Johnson Controls, Inc	4
Second Preference								
Third Preference								
03/07/2008	Lunsford	Jeremy	M	A			LNG Productions Inc.	3
Fourth Preference								
Fifith Preference								
Sixth Preference								

Committee # 28 *Zoning Board of Adjustment* *Perm/Temp Board:* P

	Confidential	*Home*	*Business*			*Reappt Elig.*
Member				*Curr:*	02/01/2016-02/01/2018	*N*
Member	Y	*2401 E. 28th St*		*2nd:*	02/01/2014-02/01/2016	
Caviel		*Lubbock, TX 79404*		*1st:*	02/01/2012-02/01/2014	
Ms. Billie Jean						
Email:	Y	*8067628065*		*Fax:*		
billiej23@suddenlink.net			*billiej23@suddenlink.net*			
Member				*Curr:*	02/12/2015-02/01/2017	*Y*
Alternate	N	*6511 Peoria Avenue*		*2nd:*		
Cummins		*Lubbock, TX 79413*	*,*	*1st:*		
Dr. David						
Email:	N	*(806) 799-7812*		*Fax:*		
dacumm26@yahoo.com						
Member			*Texas Tech University*	*Curr:*	02/01/2016-02/01/2017	*Y*
Member	Y	*2104 Vicksburg*	*Rawls College of*	*2nd:*	02/01/2015-02/01/2017	
Goebel		*Lubbock, Texas 79407*	*Business, 703 Flint Ave.*	*1st:*	09/25/2014-02/01/2015	
Dr. Paul			*Lubbock, Texas 79409*			
Email:	Y	*(806) 799-3132*	*(806) 834-4044*	*Fax:*	*(806) 742-3197*	
paul.goebel@ttu.edu	Y	*(806) 790-7837*	*paul.goebel@ttu.edu*			
Member				*Curr:*	02/01/2016-02/01/2017	*Y*
Member	N	*2303 Birch Ave.*	*2025 North Alkron*	*2nd:*	02/01/2015-02/01/2017	
Harris		*Lubbock, Texas 79404*	*Lubbock, Texas 79404*	*1st:*	08/28/2014-02/01/2015	
Mrs. Shelia						
Email:	N	*(806) 687-5244*	*(806) 775-1853*	*Fax:*	*(806) 775-1860*	
spharris@co.lubbock.tx.us	Y	*(806) 474-9918*	*spharris@co.lubbock.tx.us*			
Member			*Christian Preschool*	*Curr:*	02/01/2016-02/01/2017	*Y*
Alternate	N	*2434 27th*	*Centers Inc.*	*2nd:*		
Jones		*Lubbock, Texas 79411*	*2434 27th*	*1st:*		
Mr. Stace			*Lubbock, Texas 79411*			
Email:	N	*(806) 789-3301*	*(806) 792-1028*	*Fax:*		
Stacedjones@me.com	N	*(806) 789-3301*	*StaceJones@christianpreschoolcenters.com*			
Member			*JDMA, Architects*	*Curr:*	02/01/2016-02/01/2018	*N*
Member	Y	*5115 2nd St, #12*	*1402 Ave N*	*2nd:*	03/27/2014-02/01/2016	
McKay		*Lubbock, TX 79416*	*Lubbock, TX 79401*	*1st:*		
Mr. Joe						
Email:	Y	*8067952620*	*8067444490*	*Fax:*	*8067444494*	
jmckay1438@gmail.com	Y	*8065353711*	*jmckay@jdmatexas.com*			
Chair				*Curr:*	02/01/2016-02/01/2018	*Y*
Member	Y	*3302 41st Street*		*2nd:*	02/27/2014-02/01/2016	
Naegele		*Lubbock, TX 79413*		*1st:*	02/01/2014-02/27/2014	
Mr. Douglas						
Email:	Y	*8063689278*		*Fax:*		
dougnaegele@mac.com	Y	*5122965549*				
Member			*AT&T*	*Curr:*	04/24/2014-02/01/2016	*Y*
Alternate	N	*5745 Duke*	*2321 University*	*2nd:*		
Olivarez		*Lubbock, TX 79416*	*Lubbock, TX 79415*	*1st:*		
Ms. Margarita						
Email:	N	*8067913040*	*8067586083*	*Fax:*		
olivtx@sbcglobal.net	N	*8065432330*	*mo9272@att.com*			
Member			*Exit Realty of Lubbock*	*Curr:*	02/01/2016-02/01/2017	*Y*
Alternate	N	*5713 96th St*	*2405 W. Loop 289*	*2nd:*		
Young		*Lubbock, TX 79424*	*Lubbock, TX 79407*	*1st:*		
Mr. Ruben						

Committee #	*28*	*Zoning Board of Adjustment*	*Perm/Temp Board:*	P

	Confidential	*Home*	*Business*		*Reappt Elig.*
Email:	N	*8067861134*	*(806) 771-3900*	*Fax:* *(806) 771-3948*	
ruben.young@att.net	N	*8067861134*	*ruben@getUsold.com*		


City of
Lubbock
TEXAS

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
January 14, 2016
1:30 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 14th of January, 2016, in City Council Conference Room 103, City Hall, 1625 13th Street, Lubbock, Texas at 1:30 p. m.

1:30 P.M. CITY COUNCIL CONVENED
City Council Conference Room 103, 1625 13th Street, Lubbock, Texas

Present: Mayor Glen C. Robertson; Mayor Pro Tem Jim Gerlt; Council Member Karen Gibson; Council Member Jeff Griffith; Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Floyd Price; City Manager James Loomis; City Attorney Chad Weaver; Deputy City Secretary Thomas Harris III

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

- *1.1; Executive Session; 3.1-3.4; Citizen Comments 4.1; Citizen Comments (Sign-ups) 4.2; 5.1; 6.1-6.6; 6.8-6.11; 6.13-6.16; 6.18-6.23; 6.7; 6.12; 6.17; 6.24; and 7.1-7.17.*
- *Item 7.9 failed.*
- *Item 7.10 was deleted.*

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. Discuss the recent winter storm, including all aspects of the City of Lubbock's response and any budgetary or financial impact on recommendations or modifications for future responses to emergency events.

Jay Parchman, Emergency Management Director; Justin Weaver, Meteorologist with the National Weather Service; Lieutenant Joe Medrano, Disaster District Vice Chair; Lance Phelps, Fire Chief; Greg Stevens, Chief of Police; Katherine Wells, Public Health Director; David McCalla, Director of Electric Utilities; Wood Franklin, Director of Public Works; Jeffery McKito, Manager of Public Information and Marketing; and Mark Yearwood, Assistant City Manager gave a presentation, comments, and answered questions from City Council.

2. Executive Session

The meeting recessed at 3:52 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 5:15 p.m.

2. 1. Hold an executive session in accordance with Texas Government Code, Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Health and Educational Facilities Development Corporation Board of Directors, Lake Alan Henry Board of Appeals, Urban Design and Historic Preservation Commission, and Zoning Board of Adjustment.

2. 2. 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. 2. 1. Cause No. 5:15-CV-00237 – Jose Escarcega v. City of Lubbock Police Department, and Officers Michael Jordan and Tye Edwards.

2. 2. 2. Cause No. 2015-515,597 – Michele Lee, Individually and Stephen Lee Individually and as representative of the Estate of Morgan Lee v. The City of Lubbock, Texas.

2. 2. 3. City of Lubbock v. 1913 Baylor Avenue, Cause No. 3094-2013, Municipal Court of the City of Lubbock, Lubbock County, Texas (Villa Del Norte).

2. 2. 4. Discuss Chapter 43 of the Texas Local Government Code in regard to a proposed annexation.

2. 2. 5. Agreement for the provision of water between the City of Lubbock and the Lubbock County Water Control and Improvement District No.1.

2. 2. 6. Retail electric service contract.

2. 3. 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.

2. 3. 1. Fire Marshall Office located at 1601 Mac Davis Lane.

2. 3. 2. City Bank Auditorium and Coliseum.

2. 4. Hold an executive session in accordance with Texas Government Code, Section 551.076, to discuss the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

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

2. 5. 1. City Attorney

2. 5. 2. City Manager

2. 5. 3. City Secretary

2. 6. Hold an executive session in accordance with Texas Government Code, Section 551.086, on the following competitive matters of Lubbock Power & Light:

2. 6. 1. to discuss and deliberate bidding and pricing information for purchased power, generation and fuel; purchased power agreements; risk management information and related services and strategies.

2. 6. 2. to discuss and deliberate customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power market analyses and strategies.

3. Proclamations and Presentations

3. 1. Invocation by Dr. David Wilson, Southcrest Baptist Church

Dr. David Wilson, Southcrest Baptist Church, led the invocation.

3. 2. Pledges of Allegiance

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

3. 3. **Board Recognitions:** Presented by Council Member Latrelle Joy

Central Business Tax Increment Financing Reinvestment Zone Board of Directors:
David Alderson (unable to attend)

Libraries Board:
Julie Childs

Lubbock Housing Finance Corporation Board of Directors:
Vickie Noyola Al-Souki

3. 4. Presentation of a Special Recognition to the Employee Engagement Committee for its dedicated efforts to promote teamwork, morale, and unity within the City of Lubbock organization.

Council Member Latrelle Joy presented a special recognition to the Employee Engagement Committee. Jennifer Clements, President of the Employee Engagement Committee, and several members of the Employee Engagement Committee appeared to accept the recognition. Ms. Clements gave comments and thanked the Mayor and City Council.

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

4. 1. Dr. Daniel Kinsey will appear before the City Council to discuss the East Lubbock Community and Economic Development.

Dr. Daniel Kinsey appeared before the City Council to speak on East Lubbock Community and Economic Development.

4. 2. Sign-ups:

- Del-Gracia Stewart, Gordon Harris, and Roger Settler, members of the East Lubbock Community and Economic Development Movement, appeared to speak on item 6.23 (FY 2016 budget submitted to Texas Department of Housing and Community Affairs (TDHCA)).

5. Minutes

5. 1. November 18, 2015 Special City Council Meeting (Electric Utility Board)
December 3, 2015 Regular City Council Meeting

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to approve the November 18, 2015 Special City Council Meeting (Electric Utility Board) minutes and the December 3, 2015 Regular City Council Meeting minutes.

Vote: 7 - 0 Motion carried

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

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve items 6.1-6.6; 6.8-6.11; 6.13-6.16; and 6.18-6.23.

Vote: 7 - 0 Motion carried

6. 1. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2016-0001, Amendment 11, amending the FY 2015-16 Budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Dallas Police Department for the Internet Crimes Against Children Grant; providing for filing; and providing for a savings clause.

6. 2. **Resolution - Finance:** Resolution No. 2016-R0001 authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock the North Overton Tax Increment Financing Reinvestment Zone (Zone) Annual Report for October 1, 2014 through September 30, 2015, which will be distributed to the Chief Executive Officer of each taxing unit levying taxes within the North Overton Tax Increment Financing Reinvestment Zone, and to the Comptroller of the State of Texas.

6. 3. **Resolution - Finance:** Resolution No. 2016-R0002 authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock the Central Business District Tax Increment Financing Reinvestment Zone (CBD TIF) Annual Report for October 1, 2014 through September 30, 2015, which will be distributed to the Chief Executive Officer of each taxing unit levying taxes within the CBD Tax Increment Financing Reinvestment Zone, and to the Comptroller of the State of Texas.

6. 4. **Resolution - Finance:** Resolution No. 2016-R0003 authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock the Lubbock Business Park Tax Increment Financing Reinvestment Zone (LBP TIF) Annual Report for October 1, 2014 through September 30, 2015 which will be distributed to the Chief Executive Officer of each taxing unit levying taxes within the LBP Tax Increment Financing Reinvestment Zone, and to the Comptroller of the State of Texas.

6. 5. **Ordinance 2nd Reading – Right-of-Way:** Ordinance No. 2015-O0133 abandoning and closing a blanket easement located in Tract K, Elm Park Addition, 32nd and Milwaukee Avenue.

6. 6. **Resolution - Right-of-Way:** Resolution No. 2016-R0004 authorizing the Mayor to execute a street-use-license with Kelsey Park Home Owners Association for a fence encroachment in the right-of-way located just south of FM 1585 and Memphis Avenue.

6. 7. **Ordinance Amendment 1st Reading – Water Utilities:** Ordinance No. 2016-O0002, amending Chapter 22.03.091 of the Code of Ordinances related to wholesale water service to specified areas outside of the City boundaries.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Ordinance No. 2016-O0002.

Vote: 7 - 0 Motion carried

6. 8. **Resolution - Public Works Engineering:** Resolution No. 2016-R0005 authorizing the Mayor to execute a contract with Utility Contractors of America, Inc. for the construction of the Downtown Utility Duct System Phase 3, ITB 16-12640-TF.

6. 9. **Resolution - Public Works Engineering:** Resolution No. 2016-R0006 authorizing the Mayor to execute agreement 12685 for Professional Services with SGS Engineering, LLC for construction phase services on the Downtown Redevelopment Underground Utilities System, Phase 3.

6. 10. **Resolution - Public Works Engineering:** Resolution No. 2016-R0007 authorizing the Mayor to execute Amendment 1 to contract 11653 with Freese and Nichols, Inc. for professional services associated with the Water Distribution System Modeling and Master Plan.

6. 11. **Resolution – Public Works Engineering:** Resolution No. 2016-R0008 authorizing the Mayor to execute Change Order 1 to contract 11644 with Archer Western Construction, LLC for the construction of the Southeast Water Reclamation Plant (SEWRP) Solids Handling Facility Improvements Project.

6. 12. **Resolution - Water Resources:** Resolution No. 2016-R0023 authorizing the Mayor to execute an Interlocal contract with the City of Wolfforth for its purchase of water from the City of Lubbock during emergency situations.

Aubrey Spear, Director of Water Resources, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to approve Resolution No. 2016-R0023.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (RECUSE)

6. 13. **Resolution - Water Resources:** Resolution No. 2016-R0009 authorizing the Mayor to execute agreement 12669 with Weather Services Unlimited for the installation of a weather camera and sensor at Lake Alan Henry.

6. 14. **Resolution - Utility and Street Maintenance:** Resolution No. 2016-R0010 authorizing the Mayor to execute purchase order contract 22103411 with E.H. Wachs for a hydraulic valve operating unit.

6. 15. **Resolutions - Utility and Street Maintenance:** Resolution No.'s 2016-R0011 and 2016-R0012 authorizing the Mayor to execute contract 12585 for water meter annual pricing with Zenner Performance Meters, Inc. and contract 12680 with K.W. Sharp Inc. for water meters, ITB 16-12585-JM.

6. 16. **Resolution – Risk Management:** Resolution No. 2016-R0013 authorizing the Mayor to execute for and on behalf of the City of Lubbock, a Compromise Settlement Agreement and Release of All Claims in the case styled Michele Lee, Individually and Stephen Lee, Individually and as Representative of the Estate of Morgan Lee v. The City of Lubbock, Cause No. 2015-515,597, 72nd District Court, Lubbock County, Texas.

6. 17. **Resolution - Facilities:** Resolution No. 2016-R0024 authorizing the Mayor to execute job order contract 16-12662-JOC with Collier Construction Company of Lubbock, Texas for building envelope repair project at City Hall.

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to approve Resolution No. 2016-R0024.

Vote: 4 - 3 Motion carried

NAY: Mayor Glen C. Robertson
Council Member Karen Gibson
Council Member Floyd Price

6. 18. **Resolution - Health Department:** Resolution No. 2016-R0014 authorizing and directing the Mayor of the City of Lubbock to execute for and on behalf of the City of Lubbock, Professional Service Agreement 12668 between the City of Lubbock and Texas Tech University Health Sciences Center (TTUHSC) to provide the professional services of a qualified physician to act as Medical Director for the City of Lubbock Health Department (COLHD).

6. 19. **Resolutions - Fleet Services:** Resolution No.'s 2016-R0015, 2016-R0016, 2016-R0017, and 2016-R0018 authorizing the Mayor to execute contract 12449 with Southern Tire Mart, LLC, contract 12581 with Bill Williams Tire, contract 12582 with McWhorter's, LTD and contract 12649 with Williams Brake Tune and Tire, LLC for flat tire repair services and more specifically referred to as Groups 1 thru 8 on ITB 15-12449-KK.

6. 20. **Resolution - Civic Center:** Resolution No. 2016-R0019 approving the recommendations from the Cultural Arts Grant Review Committee and the Civic Lubbock, Inc. (CLI) Board of Directors for the second of two granting periods for the 2015 Cultural Arts Grant Program (CAGP) using Hotel Occupancy Tax funds allocated for FY 2014-15.

6. 21. **Resolution - Citibus:** Resolution No. 2016-R0020 authorizing the Mayor to execute contract 12590 with Precision Body Works for body work and accident damage repair for Citibus vehicles.

6. 22. **Resolution - Community Development:** Resolution No. 2016-R0021 authorizing the City Council to reject all bids for the Homeowner Energy Efficient Exterior Loan Program, Roof Replacement Services contract, ITB 15-12490-KK.

6. 23. **Resolution - Community Development:** Resolution No. 2016-R0022 to adopt the proposed FY 2016 budget submitted to Texas Department of Housing and Community Affairs (TDHCA).

6. 24. **Resolution - Community Development:** Resolution No. 2016-R0025 adopting the Community Action Plan (CAP) draft presented by Community Development to Texas Department of Housing and Community Affairs (TDHCA).

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Latrelle Joy to approve Resolution No. 2016-R0025.

Vote: 5 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)
Council Member Floyd Price (RECUSE)

7. Regular Agenda

7. 1. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0003, for Zone Case 3049-D, a request of AMD Engineering, LLC., for Wooded Forest, for a zoning change from R-1 Specific Use to R-2 Specific Use on 14.08 acres of unplatted land out of Block E, Section 10, 10007 and 10009 Avenue U and 10007 Avenue T.

Dennis Carrizales, Planning and Zoning Manager; and Cory Dulin, with AMD Engineering, LLC., gave comments and answered questions from City Council.

Mayor Robertson opened the public hearing at 6:11 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 6:11 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Ordinance No. 2016-O0003.

Vote: 7 - 0 Motion carried

7. 2. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0004, for Zone Case 3199-C, a request of Kimley Horn and Associates, for Wal-Mart Real Estate Business Trust, for a zoning change to amend the conditions of Ordinance 2014-O0007 on Tract A, Lubbock Walmart 6898 Addition, 11415 Quaker Avenue.

Mayor Robertson opened the public hearing at 6:15 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 6:15 p.m.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Ordinance No. 2016-O0004.

Vote: 7 - 0 Motion carried

7. 3. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0005, for Zone Case 3270, a request of Osagie John Okpamen, for Read King Medical Development, to remove the conditions of Ordinance 5001 and allow unconditionally permitted uses C-2 on Tract A-2, Wells Fargo Addition, 4337 50th Street.

Mayor Robertson opened the public hearing at 6:15 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 6:15 p.m.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Ordinance No. 2016-O0005.

Vote: 7 - 0 Motion carried

7. 4. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0006, for Zone Case 3271, a request of Henry Aguilar for a zoning change from R-3 to R-1 on Lot 3, Block 4, South Side Addition, 2105 Avenue K.

Mayor Robertson opened the public hearing at 6:15 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 6:15 p.m.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Ordinance No. 2016-O0006.

Vote: 7 - 0 Motion carried

7. 5. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0007, for Zone Case 3272, a request of AMD Engineering, LLC, for Lubbock Land Company, for a zoning change from T to C-3 on 30.0 acres of unplatted land out of Block E-2, Section 22, 3401 130th Street.

Mayor Robertson opened the public hearing at 6:15 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 6:15 p.m.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Ordinance No. 2016-O0007.

Vote: 7 - 0 Motion carried

7. 6. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0008, for Zone Case 2573-P, a request of Hugo Reed and Associates, Inc. for North Park Lubbock Development, Inc., for a zoning change from AM zoning to IHC on 0.4 acres and a zoning change from IHC to AM on 1.8 acres of land out of Block JS, Section 1, 202 West Loop 289.

Mayor Robertson opened the public hearing at 6:15 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 6:15 p.m.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Ordinance No. 2016-O0008.

Vote: 7 - 0 Motion carried

7. 7. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0009, for Zone Case 2952-B, a request of Hugo Reed and Associates, Inc., for Dovetail Development LLC., for a zoning change from A-2, R-1, R-2, and R-1 Specific Use to A-2 on 28.9 acres of unplatted land out of Block JS, Section 5, 4501 Ursuline Street.

Mayor Robertson opened the public hearing at 6:15 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 6:15 p.m.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Ordinance No. 2016-O0009.

Vote: 7 - 0 Motion carried

7. 8. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0010, for Zone Case 3273, a request of Ron Childress for a zoning change from T to C-4 Specific Use for a driving range facility and accessory uses on 13.6 acres of unplatted land out of Block AK, Section 35, 6716 66th Street.

Mayor Robertson opened the public hearing at 6:15 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 6:15 p.m.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Ordinance No. 2016-O0010.

Vote: 7 - 0 Motion carried

7. 9. **Resolution - Planning:** Consider a resolution approving and granting a variance from the applicable 300-feet minimum distance provisions of City of Lubbock Ordinance 2009-O0060, at the request of applicant Family Dollar located at 5302 Avenue Q, for an alcoholic beverage permit.

This item failed.

Andrew Paxton, Director of Planning; and Hakam Simsek, Principal of Harmony Science Academy, gave comments and answered questions from City Council.

Main Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve this item.

Subsidiary Motion by Council Member Victor Hernandez, seconded by Council Member Floyd Price to amend the City Council rules to allow a citizen to comment on the item.

Vote: 7 - 0 Motion carried

Vote on Main Motion: 2 - 5 Failed
NAY: Mayor Pro Tem Jim Gerlt
Council Member Jeff Griffith
Council Member Victor Hernandez
Council Member Latrelle Joy
Council Member Floyd Price

7. 10. **Resolution - Planning:** Consider a resolution approving and granting a variance from the applicable 300-feet minimum distance provisions of City of Lubbock Ordinance 2009-O0060, at the request of applicant Family Dollar, located at 3501 50th Street, for an alcoholic beverage permit.

This item was deleted.

7. 11. **Resolution - Planning:** Resolution No. 2016-R0026 directing the Planning Department and City Staff to prepare a service plan and a development agreement for the proposed annexation east of proposed Avenue U, approximately 660 feet south of CR 7500, and no further west than Milwaukee Avenue as recommended by the Annexation and Growth Advisory Committee to annex the area.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Latrelle Joy to approve Resolution No. 2016-R0026.

Vote: 7 - 0 Motion carried

7. 12. **Resolution - Planning:** Resolution No. 2016-R0027 directing the Planning Department and City Staff to prepare a service plan and a development agreement for the proposed annexation of the area generally described as lying north of the current City limits, west of the City limits near Interstate Highway 27, east of Avenue P, and south of County Road 5800 as recommended by the Annexation and Growth Advisory Committee to annex the area.

Motion by Council Member Victor Hernandez, seconded by Council Member Karen Gibson to amend Resolution No. 2016-R0027 by adding the following:

> Exhibit A of the Resolution be removed and replaced with an amended Exhibit A showing updated boundaries to the area proposed to be annexed, and that any language in the Resolution describing the boundaries of the proposed area to be annexed be amended to reflect the amended Exhibit A; namely, that the proposed area to be annexed should be generally described as a 300 acre tract south of County Road 5800, east of Avenue P, north of County Road 5900, and west of the current city limits running along Ash Avenue.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (RECUSE)

7. 13. **Board Appointments - City Secretary:** Consider one appointment to the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, seven appointments to the Community Development Services Board, two appointments to the Health and Educational Facilities Development Corporation Board of Directors, one appointment to the Lake Alan Henry Board of Directors, two appointments to the Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors, six appointments to the Urban Design and Historic Preservation Commission, and seven appointments to the Zoning Board of Adjustment.

Chad Weaver, City Attorney; and Thomas Harris III, Deputy City Secretary, gave comments and answered questions from City Council.

Central Business District Tax Increment Financing Reinvestment Zone Board of Directors: Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Jim Gerlt to appoint Linda Chamales to replace Tony Cardinal.

Vote: 7 - 0 Motion carried

Community Development Services Board:

Motion by Council Member Victor Hernandez, seconded by Council Member Latrelle Joy to reappoint Raquel Gonzales.

Vote: 7 - 0 Motion carried

Motion by Council Member Victor Hernandez, seconded by Council Member Latrelle Joy to reappoint Frank Gutierrez.

Vote: 7 - 0 Motion carried

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to appoint Robin Rainey to replace Harsha Patel.

Vote: 7 - 0 Motion carried

Motion by Council Member Latrelle Joy, seconded by Council Member Jeff Griffith to appoint Charlotte McCarty to replace Cathy Pope.

Vote: 7 - 0 Motion carried

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to appoint Monica Tracy to replace Craig Roberson.

Vote: 7 - 0 Motion carried

Motion by Council Member Jeff Griffith, seconded by Council Member Karen Gibson to appoint Tami Swoboda to replace Maurice Stanley.

Vote: 7 - 0 Motion carried

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to reappoint Scott Wilson.

Vote: 7 - 0 Motion carried

Health and Educational Facilities Development Corporation Board of Directors:

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to appoint Cory Church to replace James Morris.

Vote: 7 - 0 Motion carried

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to reappoint Carolyn Thompson.

Vote: 7 - 0 Motion carried

Lake Alan Henry Board of Directors: Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to reappoint Ray Duncan.

Vote: 7 - 0 Motion carried

Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors:

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to reappoint David Sharbutt.

Vote: 7 - 0 Motion carried

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to reappoint Tony Whitehead.

Vote: 7 - 0 Motion carried

Urban Design and Historic Preservation Commission:

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to reappoint David Bloodworth.

Vote: 7 - 0 Motion carried

Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to appoint Dallas Ward to replace Katherine Ehlers.

Vote: 7 - 0 Motion carried

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to reappoint Paul Nash.

Vote: 7 - 0 Motion carried

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to reappoint Jeanette Nathan.

Vote: 7 - 0 Motion carried

Zoning Board of Adjustment:

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to reappoint Billie Caviel.

Vote: 7 - 0 Motion carried

Motion by Council Member Latrelle Joy, seconded by Council Member Karen Gibson to promote Paul Gobel from alternate to member replacing Lyn Jackson.

Vote: 7 - 0 Motion carried

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to reappoint Joe McKay.

Vote: 7 - 0 Motion carried

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to reappoint Douglas Naegele.

Vote: 7 - 0 Motion carried

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to promote Shelia Harris from alternate to member replacing Zane Vaughn.

Vote: 7 - 0 Motion carried

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to appoint Stace Jones to replace Paul Gobel.

Vote: 7 - 0 Motion carried

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to appoint Ruben Young to replace Shelia Harris.

Vote: 7 - 0 Motion carried

7. 14. **Board Appointment - City Secretary:** Appoint the Chairperson of the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors for calendar year 2016, with the term ending on December 31, 2016.

Thomas Harris III, Deputy City Secretary, gave comments and answered questions from City Council.

Motion by Council Member Latrelle Joy, seconded by Council Member Karen Gibson to reappoint Robert Taylor as the Chairperson of the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors.

Vote: 7 - 0 Motion carried

7. 15. **Board Appointment - City Secretary:** Appoint the Chairperson of the Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors for calendar year 2016, with the term ending on December 31, 2016.

Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to reappoint Sandy Henry as the Chairperson of the Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors.

Vote: 7 - 0 Motion carried

7. 16. **Board Appointment - City Secretary:** Appoint the Chairperson of the North Overton Tax Increment Financing Reinvestment Zone Board of Directors for calendar year 2016, with the term ending on December 31, 2016.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to reappoint Jack Driskill as the Chairperson of the North Overton Tax Increment Financing Reinvestment Zone Board of Directors.

Vote: 7 - 0 Motion carried

7. 17. **Board Appointment - City Secretary:** Declare one appointment by the Mayor to the Lubbock Housing Authority Board of Directors: Aida Martinez

Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to allow the Mayor to appoint Aida Martinez to the Lubbock Housing Authority Board of Directors.

Vote: 7 - 0 Motion carried

6:33 P.M. CITY COUNCIL ADJOURNED

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

The January 14, 2016 Regular City Council Meeting minutes were approved by the City Council on the 25th day of February, 2016.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
January 28, 2016
2:30 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 28th of January, 2016, 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 Pro Tem Jim Gerlt; Council Member Karen Gibson; Council Member Jeff Griffith; Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Floyd Price; City Manager James Loomis; City Secretary Rebecca Garza; City Attorney Chad Weaver

Absent: Mayor Glen C. Robertson

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

- *Executive Session; 2.1-2.4; Citizen Comments; 4.1; 5.1-5.1.1; 5.3-5.8; 5.10; 5.13; 5.16-5.23; 5.2; 5.9; 5.11-5.12; 5.14-5.15; and 6.1-6.16.*

1. Executive Session

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

1. 1. 1. Purchase Power Agreements, Claim No. 15-C-114, Property Damage.

1. 2. 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 Urban Renewal and Neighborhood Redevelopment Commission.

1. 3. 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. 3. 1. 2420 3rd Street, previously Fire Station 4.

1. 4. Hold an executive session in accordance with Texas Government Code, Section 551.076, to discuss the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

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

1. 5. 1. City Attorney

1. 5. 2. City Manager

1. 5. 3. City Secretary

2. Proclamations and Presentations

2. 1. Invocation by Dr. Richard Rush, Calvary Baptist Church

Dr. Richard Rush was unable to appear. Council Member Floyd Price 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. Presentation of a Special Recognition to Jennifer Clements, Management Assistant to the City Secretary, for successfully completing the Texas Municipal Clerks Certification Program.

Council Member Latrelle Joy presented a special recognition to Jennifer Clements, Management Assistant to the City Secretary, for her achievement of successfully completing the Texas Municipal Clerks Certification Program. Ms. Clements appeared to accept the recognition and thanked the Mayor and City Council.

2. 4. Presentation of a Special Recognition for National Go Red Day to promote public awareness and the reduction of heart disease and stroke in women.

Council Member Latrelle Joy presented a special recognition for National Go Red Day to the American Heart Association. Tommy Parrish, Denise Sanders, and several other committee members appeared to accept the recognition. Mr. Parrish gave comments and thanked the Mayor and City Council.

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. Becky Teel with the Brennen Teel Foundation will appear before the City Council to discuss Corrugated Stainless Steel Tubing (CSST) and the purpose of the foundation.

Becky Teel appeared before City Council to speak against Corrugated Stainless Steel Tubing (CSST) and gave information on the Brennen Teel Foundation.

3. 2. Bob Wood will appear before the City Council to discuss suggestions on handling snow management during severe storms.

Bob Wood appeared before the City Council to give suggestions on how to manage the snow in the event of another severe storm.

4. Minutes

4. 1. January 12, 2016 Special City Council Meeting (State of the City Address)

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve the January 12, 2016 Special City Council Meeting (State of the City Address) minutes.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (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 Council Member Karen Gibson, seconded by Council Member Floyd Price to approve items 5.1-5.1.1; 5.3-5.8; 5.10; 5.13; and 5.16-5.23.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

5. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance No. 2016-O0001, Amendment 11, amending the FY 2015-16 Budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Dallas Police Department for the Internet Crimes Against Children Grant; providing for filing; and providing for a savings clause.

5. 1. 1. **Resolution - Police:** Resolution No. 2016-R0028 authorizing the Chief of Police to execute Amendment Number 3 to accept supplemental funding from the Dallas Internet Crimes Against Children (ICAC) Task Force to the Lubbock Police Departement. (OJJDP Grant 2013-MC-FX-K036).

5. 2. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2016-O0013, Amendment 12, amending the FY 2015-16 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92248, Street Maintenance Program; and respecting the General Fund to increase the transfer to CIP; providing for filing; and providing for a savings clause.

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

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to approve Ordinance No. 2016-O0013.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

5. 3. **Resolution - Finance:** Resolution No. 2016-R0029 authorizing the Mayor to execute an Amendment to the Downtown Revitalization Master Developer Consultant agreement between the City of Lubbock and McDougal Land Co., L.C.

5. 4. **Resolution - Accounting:** Resolution No. 2016-R0030 approving the revised City of Lubbock Investment Policy and Investment Strategy for 2016, as reviewed and recommended by the Audit and Investment Committee.

5. 5. **Ordinance Amendment 2nd Reading – Water Utilities:** Ordinance No. 2016-O0002 amending Chapter 22.03.091 of the Code of Ordinances related to wholesale water service to specified areas outside of the City boundaries.

5. 6. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2016-O0011 abandoning and closing a 25-foot wide LP&L overhead electrical line easement and a portion of another 25-foot wide Lubbock Power and Light (LP&L) overhead electrical line easement both located in Lot 2, Plains Cooperative Oil Mill Addition Lubbock County, Texas, easement located at 202 Coronado Dr.

5. 7. **Resolution - Right-of-Way:** Resolution No. 2016-R0031 authorizing the City Council to accept on behalf of the City of Lubbock an easement from Stephen Cone III Trust regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 14, Block JS, Lubbock County, Texas.

5. 8. **Resolution - Water Resources:** Resolution No. 2016-R0032 authorizing the Mayor to execute professional services agreement 12538 with New Gen Strategies and Solutions, LLC for consulting services related to the evaluation of the existing water and wastewater rate structures, RFQ 16-12538-JM.

5. 9. **Resolution – Public Works:** Resolution No. 2016-R0044 authorizing the Mayor to execute Developer Agreement 12712 for construction of a portion of 66th Street and associated drainage and sanitary sewer improvements, between the City of Lubbock and Milwaukee, LTD.

Wood Franklin, City Engineer; and George McMahan, with George McMahan Development, LLC., gave comments and answered questions from City Council.

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to approve Resolution No. 2016-R0044.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

5. 10. **Resolution - Facilities:** Resolution No. 2016-R0033 authorizing the Mayor to execute purchase order contract 10015693 with ThyssenKrupp Elevator for an upgrade to the freight elevator at Lubbock Business Center.

5. 11. **Resolution - Facilities:** Resolution No. 2016-R0045 authorizing the Mayor to execute contract 12326 with VANIR Construction Management, Inc. for the construction management services relating to the Citizen Tower, City Hall Renovations and new Public Works facility, RFQ 15-12326-MA.

Mark Yearwood, Assistant City Manager; James Loomis, City Manager; and Gloria Barrera, Texas Area Manager for VANIR Construction Management, Inc., gave comments and answered questions from City Council.

Motion by Council Member Victor Hernandez, seconded by Council Member Jeff Griffith to approve Resolution No. 2016-R0045.

Vote: 4 - 2 Motion carried

NAY: Council Member Karen Gibson
Council Member Jeff Griffith
Other: Mayor Glen C. Robertson (ABSENT)

5. 12. **Resolution - Information Technology:** Resolution No. 2016-R0046 authorizing the Mayor to execute purchase order contract 364185 with Dell Marketing LP, for the purchase of equipment to upgrade the storage area network and enclosures for the Data Center.

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

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to approve Resolution No. 2016-R0046.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

5. 13. **Resolution - Health:** Resolution No. 2016-R0034 authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock Data Use Agreement 12713 between the City of Lubbock and the Texas Department State of Health Services (DSHS).

5. 14. **Ordinance 1st Reading – Environmental Health:** Ordinance No. 2016-O0014 amending Article 8.16 of the Code of Ordinances for the adoption of the Texas Food Establishment Rules, permitting food establishments and the certification of food managers.

Stuart Walker, Code Administration Director, gave comments and answered questions from City Council.

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve Ordinance No. 2016-O0014.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

5. 15. **Resolution – Police:** Resolution No. 2016-R0047 authorizing the Chief of Police to execute a Memorandum of Understanding (MOU) for a Violent Offender Task Force (VOTF) by and between the City of Lubbock and the United States Marshals Office.

Greg Stevens, Chief of Police, gave comments and answered questions from City Council.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Resolution No. 2016-R0047.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

5. 16. **Resolution - Police:** Resolution No. 2016-R0035 authorizing the Mayor to execute for and on behalf of the City of Lubbock, purchase order number 10015747, for police uniforms by and between the City of Lubbock and Nardis, Inc., of Kilgore, Texas, and related documents.

5. 17. **Ordinance 1st Reading - City Secretary:** Ordinance No. 2016-O0012 ordering the 2016 Regular Municipal Election of the City of Lubbock to be held May 7, 2016.

5. 18. **Resolution - City Secretary:** Resolution No. 2016-R0036 adopting a voting system for use in any one or more elections ordered by the City of Lubbock for early voting and Election Day voting.

5. 19. **Resolution - City Secretary:** Resolution No. 2016-R0037 authorizing a joint election with other eligible governmental units in Lubbock County, and authorizing the Mayor to execute a contract for services with Lubbock County and the eligible governmental units for said joint election(s), 2016.

5. 20. **Resolution - City Secretary:** Resolution No. 2016-R0038 ordering a Special Election to fill the vacancy in the position of Council member, District 1, to be conducted May 7, 2016, and authorizing and directing the Mayor to execute an official Order and Notice of Special Election for said special election.

5. 21. **Resolution - Purchasing and Contract Management:** Resolution No.'s 2016-R0039, 2016-R0040, and 2016-R0041 authorizing the Mayor to execute contract 12563 with OfficeWise Furniture and Supply, contract 12676 with Tascosa Office Machines and contract 12665 with Built for Dreams, Inc. for office furniture, ITB 16-12563-KK.

5. 22. **Resolution - Economic Development:** Resolution No. 2016-R0042 approving a program or expenditure of the Lubbock Economic Development Alliance to be provided to Monsanto Company pursuant to Section 501.073 of the Texas Local Government Code.

5. 23. **Resolution - Risk Management:** Resolution No. 2016-R0043 authorizing the Mayor to execute for and on behalf of the City of Lubbock, a Compromise Settlement Agreement and Release of All Claims , by and between the City of Lubbock, Texas and Prime Time Investments, LLC.

6. Regular Agenda

6. 1. **Ordinance 2nd Reading – Planning:** Ordinance No. 2016-O0003, for Zone Case 3049-D, a request of AMD Engineering, LLC., for Wooded Forest, for a zoning change from R-1 Specific Use to R-2 Specific Use on 14.08 acres of unplatted land out of Block E, Section 10, 10007 and 10009 Avenue U and 10007 Avenue T.

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve Ordinance No. 2016-O0003.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

6. 2. **Ordinance 2nd Reading - Planning:** Ordinance No. 2016-O0004, for Zone Case 3199-C, a request of Kimley Horn and Associates, for Wal-Mart Real Estate Business Trust, for a zoning change to amend the conditions of Ordinance 2014-O0007 on Tract A, Lubbock Walmart 6898 Addition, 11415 Quaker Avenue.

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve Ordinance No. 2016-O0004.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

6. 3. **Ordinance 2nd Reading - Planning:** Ordinance No. 2016-O0005, for Zone Case 3270, a request of Osagie John Okpamen, for Read King Medical Development, to remove the conditions of Ordinance 5001 and allow unconditionally permitted uses C-2 on Tract A-2, Wells Fargo Addition, 4337 50th Street.

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve Ordinance No. 2016-O0005.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

6. 4. **Ordinance 2nd Reading - Planning:** Ordinance No. 2016-O0006, for Zone Case 3271, a request of Henry Aguilar for a zoning change from R-3 to R-1 on Lot 3, Block 4, South Side Addition, 2105 Avenue K.

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve Ordinance No. 2016-O0006.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

6. 5. **Ordinance 2nd Reading – Planning:** Ordinance No. 2016-O0007, for Zone Case 3272, a request of AMD Engineering, LLC, for Lubbock Land Company, for a zoning change from T to C-3 on 30.0 acres of unplatted land out of Block E-2, Section 22, 3401 130th Street.

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve Ordinance No. 2016-O0007.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

6. 6. **Ordinance 2nd Reading – Planning:** Ordinance No. 2016-O0008, for Zone Case 2573-P, a request of Hugo Reed and Associates, Inc. for North Park Lubbock Development, Inc., for a zoning change from AM zoning to IHC on 0.4 acres and a zoning change from IHC to AM on 1.8 acres of land out of Block JS, Section 1, 202 West Loop 289.

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve Ordinance No. 2016-O0008.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

6. 7. **Ordinance 2nd Reading – Planning:** Ordinance No. 2016-O0009, for Zone Case 2952-B, a request of Hugo Reed and Associates, Inc., for Dovetail Development LLC., for a zoning change from A-2, R-1, R-2, and R-1 Specific Use to A-2 on 28.9 acres of unplatted land out of Block JS, Section 5, 4501 Ursuline Street.

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve Ordinance No. 2016-O0009.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

6. 8. **Ordinance 2nd Reading – Planning:** Ordinance No. 2016-O0010, for Zone Case 3273, a request of Ron Childress for a zoning change from T to C-4 Specific Use for a driving range facility and accessory uses on 13.6 acres of unplatted land out of Block AK, Section 35, 6716 66th Street.

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve Ordinance No. 2016-O0010.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

6. 9. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0015, for Zone Case 3274, a request of Betenbough Homes for a zoning change from T to R-1 Specific Use, C-3, C-2A, and Garden Office (GO) on 157.57 acres of unplatted land out of Block E, Section 16, south of 130th Street, east of University Avenue.

Mayor Pro Tem Jim Gerlt opened the public hearing at 6:23 p.m.

No one appeared to speak in opposition.

Chris Berry, Community Developer with Betenbough Homes, appeared to speak in favor and answered questions from City Council.

Mayor Pro Tem Jim Gerlt closed the public hearing at 6:25 p.m.

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve Ordinance No. 2016-O0015.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

6. 10. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0016, for Zone Case 3275, a request of AMD Engineering, LLC, for RS Store, LLC, for a zoning change from R-1 to C-4 Specific Use for mini warehouses and all unconditionally permitted C-4 uses on 2.36 acres of unplatted land including right-of-way out of Block D6, Section 2, 7902 19th Street and 1806 Alcove Avenue.

Mayor Pro Tem Jim Gerlt opened the public hearing at 6:25 p.m.

No one appeared to speak in favor or opposition.

Mayor Pro Tem Jim Gerlt closed the public hearing at 6:25 p.m.

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve Ordinance No. 2016-O0016.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

6. 11. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0017, for Zone Case 3172-A, a request of Sheri White and Stanley and Kevin Sisson for a zoning change from C-4 to R-1 on Lot 11, Furgeson Addition, 7752 19th Street.

Mayor Pro Tem Jim Gerlt opened the public hearing at 6:26 p.m.

No one appeared to speak in favor or opposition.

Mayor Pro Tem Jim Gerlt closed the public hearing at 6:26 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to approve Ordinance No. 2016-O0017.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

6. 12. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0018, for Zone Case 2740-A, a request of Jonathan Martindale, for Amerco Real Estate Company, for a zoning change from C-4 to C-4 Specific Use for mini warehouses on Lots 1 and 2, McDonald Addition, and Lot A and the balance of Lot 9, 2 less the SE 62 feet by 124 feet, Stubbs Subdivision, 3511 Avenue Q and 3504 Avenue P.

Mayor Pro Tem Jim Gerlt opened the public hearing at 6:27 p.m.

No one appeared to speak in favor or opposition.

Mayor Pro Tem Jim Gerlt closed the public hearing at 6:30 p.m.

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve Ordinance No. 2016-O0018.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

6. 13. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0019, for Zone Case 2911-B, a request of Hugo Reed and Associates, Inc., for Lubbock Crown Development, LLC, for a zoning change from R-1 Specific Use for reduced setbacks to R-1 Specific Use for Garden Homes on 3.7 acres of unplatted land out of Block E-2, Section 16, 10809 Slide Road.

Mayor Pro Tem Jim Gerlt opened the public hearing at 6:27 p.m.

No one appeared to speak in favor or opposition.

Mayor Pro Tem Jim Gerlt closed the public hearing at 6:30 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Ordinance No. 2016-O0019.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

6. 14. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0020, for Zone Case 3181-A, a request of Hugo Reed and Associates, Inc., for Michael Strickland, for a zoning change from Garden Office (GO) to C-2 on 5 acres of unplatted land out of Block JS, Section 7, 5828 Erskine Street.

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

Mayor Pro Tem Jim Gerlt opened the public hearing at 6:27 p.m.

No one appeared to speak in opposition.

Terry Holeman, with Hugo Reed and Associates, Inc., appeared to speak in favor and answered questions from City Council.

Mayor Pro Tem Jim Gerlt closed the public hearing at 6:30 p.m.

Motion by Council Member Karen Gibson, seconded by Council Member Latrelle Joy to approve Ordinance No. 2016-O0020.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

6. 15. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0021, for Zone Case 2921-A, a request of Hugo Reed and Associates, Inc., for Tim and Cindy Sparkman, for a zoning change from T, C-4, and C-4 Specific Use to C-4 on 18.7 acres of unplatted land out of Block E-2, Section 16, 5202 114th Street, 10901 Slide Road, 11001 Slide Road, and 11109 Slide Road.

Dennis Carrizales, Planning and Zoning Manager; and Chad Weaver, City Attorney, gave comments and answered questions from City Council.

Mayor Pro Tem Jim Gerlt opened the public hearing at 6:36 p.m.

No one appeared to speak in opposition.

Terry Holeman, with Hugo Reed and Associates, Inc., appeared to speak in favor and answered questions from City Council.

Mayor Pro Tem Jim Gerlt closed the public hearing at 6:36 p.m.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Ordinance No. 2016-O0021 by way of the substitute version of the ordinance which was drafted to narrow the list of C-4 uses allowed for the property from that which was proposed in the original version.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

6. 16. **Board Appointments - City Secretary:** Consider one appointment to the North Overton Tax Increment Financing Reinvestment Zone Board of Directors, and three appointments to the Urban Renewal and Neighborhood Redevelopment Commission.

North Overton Tax Increment Financing Reinvestment Zone Board of Directors:
Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to reappoint Jack Driskill.

Vote: 6 - 0 Motion carried

Urban Renewal and Neighborhood Redevelopment Commission:

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to reappoint John Ashe.

Vote: 6 - 0 Motion carried

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to reappoint David Chapa.

Vote: 6 - 0 Motion carried

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to appoint Janis Putteet to replace Maurice Stanley.

Vote: 6 - 0 Motion carried

6:42 P.M. CITY COUNCIL ADJOURNED

There being no further business to come before Council, Mayor Pro Tem Jim Gerlt adjourned the meeting.

The January 28, 2016 Regular City Council Meeting minutes were approved by the City Council on the 25th day of February, 2016.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary


City of
Lubbock
TEXAS

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

Meeting Date: 02/25/2016

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2016-O0022 Amendment 13 amending the FY 2015-16 budget for municipal purposes respecting the General Fund to amend expenditures for the purchase of the Fire Marshal's office building located at 1601 Mac Davis Lane; providing for filing; and providing for a savings clause.

Item Summary

On February 11, 2016, the City Council approved the first reading of the ordinance.

.

I. Amend expenditures in the FY 2015-16 General Fund Budget in Cost Center 1115, Non-Departmental, by increasing Capital Outlay by $1,100,000 for the purchase of the Fire Marshal’s office building located at 1601 Mac Davis Lane. Funding will be from General Fund fund balance.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 13

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2015-16 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND TO AMEND EXPENDITURES FOR THE PURCHASE OF THE FIRE MARSHAL'S OFFICE BUILDING LOCATED AT 1601 MAC DAVIS LANE; 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 2015-16 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 2015-16 (Budget Amendment #13) for municipal purposes, as follows:

I. Amend expenditures in the FY 2015-16 General Fund Budget in Cost Center 1115, Non-Departmental, by increasing Capital Outlay by $1,100,000 for the purchase of the Fire Marshal's office building located at 1601 Mac Davis Lane. Funding will be from General Fund fund balance.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1516 Amend13 ord
January 27, 2016

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

Meeting Date: 02/25/2016

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2016-O0023 Amendment 14 amending the FY 2015-16 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92217, 34th Street Reconstruct - Quaker Avenue to Avenue Q; and CIP 92420, 34th Street - Quaker Avenue to Slide Road; providing for filing; and providing for a savings clause.

Item Summary

On February 11, 2016, the City Council approved the first reading of the ordinance.

I. Amend Capital Improvement Project 92217, 34th Street Reconstruct – Quaker to Avenue Q, by amending the scope of the project by adding the following: "The project also includes the design of 34th Street from Quaker Avenue to Slide Road and Avenue Q to Interstate 27."

II. Amend Capital Improvement Project 92420, 34th Street – Quaker Avenue to Slide Road, by decreasing the appropriation by $750,000, from $750,000 to $0.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 14

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2015-16 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) 92217, 34TH STREET RECONSTRUCT–QUAKER TO AVENUE Q; AND CIP 92420, 34TH STREET–QUAKER AVENUE TO SLIDE ROAD; 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 2015-16 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 2015-16 (Budget Amendment #14) for municipal purposes, as follows:

I. Amend Capital Improvement Project 92217, 34th Street Reconstruct – Quaker to Avenue Q, by amending the scope of the project by adding the following: "The project also includes the design of 34th Street from Quaker Avenue to Slide Road and Avenue Q to Interstate 27."

II. Amend Capital Improvement Project 92420, 34th Street – Quaker Avenue to Slide Road, by decreasing the appropriation by $750,000, from $750,000 to $0.

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

Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1516 Amend14.ord
January 27, 2016

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

Meeting Date: 02/25/2016

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2016-O0025 Amendment 15 amending the FY 2015-16 budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) Grant and the Community Services Block Grant (CSBG); providing for filing; and providing for a savings clause.

Item Summary

On February 11, 2016, the City Council approved the first reading of the ordinance.

I. Accept and appropriate $946,052 from the TDHCA for the CEAP Grant.

II. Accept and appropriate $92,412 from the TDHCA for the CSBG Grant.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 15
Grant Detail Sheet - Energy Assistance Program
Grant Detail Sheet - Community Services Block

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2015-16 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) FOR THE COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) GRANT AND THE COMMUNITY SERVICES BLOCK GRANT (CSBG); 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 2015-16 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 2015-16 (Budget Amendment #15) for municipal purposes, as follows:

I. Accept and appropriate $946,052 from the TDHCA for the CEAP Grant.

II. Accept and appropriate $92,412 from the TDHCA for the CSBG Grant.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1516 Amend15.ord
January 27, 2016

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
February 11, 2016

Administrative Information:

Grant Number:	
Grant Name:	Comprehensive Energy Assistance Program
Grant Effective Date:	1/1/2016-12/31/2016
Grant Provider/Agency:	Texas Department of Housing & Community Affairs

Personnel Information:

# of full-time positions funded w/grant 4

Title of Position	Annual Salary	Annual Benefits	Grant	Other Grant
Program Specialist	$ 41,190	22,232	5,784	57,639
Account Analyst	53,705	24,242	2,490	75,457
Director	86,681	30,493	1,735	115,439
Contract Coordinator	51,361	23,664	6,571	68,455
	$ 232,937	100,631	16,579	316,989

Budget Information:

Grant Appropriation Detail	**Cost**
Salaries	$ 13,016
Benefits	3,563
Travel	1,200
ComDev Household Crisis H/C	25,000
Lutheran Social Services	
Household Crisis Utility Assistance	125,000
Utility Assistance Component	676,912
Admin & Program Services	101,361
Total Appropriation	$ 946,052

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
February 11, 2016

Administrative Information:

Grant Number:	
Grant Name:	Community Services Block Grant
Grant Effective Date:	1/1/2016-12/31/2016
Grant Provider/Agency:	Texas Department of Housing and Community Affairs

Personnel Information:

# of full-time positions funded w/grant 4

Title of Position	Annual Salary	Annual Benefits	Grant	Other Grant
Program Specialist	$ 41,190	22,232	10,008	53,414
Account Analyst	53,705	24,242	5,434	72,513
CD Director	86,681	30,493	3,180	113,994
Contract Coordinator	51,361	25,270	7,238	69,393
Total	$ 232,937	102,237	25,860	309,314

Budget Information:

Grant Appropriation Detail	**Cost**
Full-time Salaries	$ 17,460
Benefits	8,400
Travel	840
Supplies	1,120
Other	1,540
Indirect Cost	2,800
Contractual	
Catholic Family Services-SSP	53,252
Lutheran Social Servcies CEAP Ops	7,000
Total Appropriation	$ 92,412

Regular City Council Meeting **5. 3. 1.**

Meeting Date: 02/25/2016

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute contract 12725 and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) 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 amount allocated to the City of Lubbock for FY 2016 is $946,052.

This is an electronic signature contract. The period for performance of this contract is January 1, 2016 through December 31, 2016.

Fiscal Impact

The maximum amount to be allocated for the CEAP program is $946,052.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Comprehensive Energy Assistance Program

Contract - Comprehensive Energy Assistance Program

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 58160002328 for the approval of the FY 2016 Comprehensive Energy Assistance Program, by and between the City of Lubbock and the Texas Department of Housing and Community Affairs, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

ccdocs/RES. Contract 58160002328 – TDHCA – 2016 CEAP
February 3, 2016

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58160002328 FOR THE
FY 2016 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: E-16-BI-TX-LIEA
Award Year (Year of Award from HHS to TDHCA): 2016
Unique Entity Identifier Number: 058213893

SECTION 1. PARTIES TO THE CONTRACT

This 2016 Comprehensive Energy Assistance Program (CEAP) Contract Number **58160002328** ("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 **January 01, 2016**, and, unless earlier terminated, shall end on **December 31, 2016** ("Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE

A. Subrecipient shall, 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. §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, Chapter 2 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 superseded, Subrecipient's "Service Delivery Plan" in accordance with Section 5.408 of Chapter 5 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 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.

B. Subrecipient shall assist "Households" as defined in Section 5.2 of Chapter 5 of the State Rules ("Households") that are "Low-Income" as defined in Section 5.2 of the Chapter 5 of State Rules ("Low-Income") with priority being given in no particular order to "Elderly Persons" as defined in Section 5.2 of the Chapter 5 of State Rules ("Elderly Persons"), "Persons with Disabilities" as defined in Section 5.2 of the Chapter 5 of 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 Chapter 5 of the State Rules ("High Energy Burden") and Households with "High Energy Consumption" as defined in Section 5.2 of Chapter 5 of the State Rules ("High Energy Consumption").

C. 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.

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 hereto as Exhibit A.

B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole but reasonable 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 and availability by the Department of 2016 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. 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.

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 **$946,052.00**.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

A. Subrecipient may request an advance payment of up to thirty (30) days cash needs or an advance of $5,000, whichever is greater. Subrecipient’s request for advances shall be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract.

B. Subrecipient shall establish procedures to minimize the time 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. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT

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 state Uniform Grant Management Standards, Subchapter I, Chapter 20, Part 1 of Title 34 of the Texas Administrative Code, in effect on October 1, 2015 ("UGMS"). All references therein to "local government" shall be construed to mean Subrecipient.

B. Uniform administrative requirements, cost principles and audit requirements are set forth in Uniform Grant Management Standards ("UGMS"), Chapter 783 Texas Government Code unless otherwise specified in this Contract unless preempted by the requirements under 2 CFR Part 200. The expenditure threshold for audit is $750,000 of Federal Funds. The expenditure threshold is $500,000 for the Texas State Single Audit Act. If an audit is required under the Texas State Single Audit Act, this audit must be submitted to the Department pursuant to 10 TAC §1.3, but CEAP funds may not used to pay for the audit.

C. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.

D. Department reserves the right to conduct additional audits of the funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

E. 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 7. TERMINATION AND SUSPENSION

A. Pursuant to Section 2.202 of Chapter 2 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 7 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 of the Contract and the regulations set forth in the LIHEAP Act and the State Rules, subject to the limitations and exceptions set forth in this Section 8.

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 hereto as Exhibit A. 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. GENERAL. Subrecipient shall comply with all the record keeping requirements set forth below and 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. Subrecipient agrees to comply with any changes to the UGMS' record keeping requirements.

B. OPEN RECORDS. 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. ACCESS TO RECORDS. 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 cooperate with any examination conducted pursuant to this Subsection C.

D. RECORD RETENTION. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) four (4) years; (ii) the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction if the Department notifies the Subrecipient in writing; (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; or (iv) a date consistent with any other period required by federal or state law or regulation. Upon termination of this Contract, all records are property of the Department.

E. CLIENT FILES. Subrecipient shall maintain a client file system to document direct services rendered. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed. 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.
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 provided by the Department;
10. Priority rating form; and
11. Case notes sufficient to document that program service activity has occurred.

SECTION 10. REPORTING REQUIREMENTS

A. By the 15th of each month, Subrecipient shall electronically submit to Department, 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. Subrecipient is required to determine if households assisted under this Contract shall be reported as duplicated or unduplicated by accessing the LIHEAP Household Database located in the Community Affairs Contract System.

E. 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.

F. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the https://www.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 without the requirement of a written amendment hereto. Said changes, additions, or deletions referenced under this Subsection A of Section 12 may be further evidenced in a written amendment.

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 sixty (60) 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 UGMS, 10 TAC §§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 of the Contract.

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. MANAGEMENT OF EQUIPMENT AND INVENTORY

A. Subrecipient shall comply with Section 5.10 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 19. TRAVEL AND TRAINING

The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to either its board-approved travel policy (not to exceed the amounts established in subchapter I of Chapter 57 of Title 5, United States Code ``Travel and Subsistence Expenses; Mileage Allowances), 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 20. 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 21. 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 22. 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 22.

SECTION 23. 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. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this Contract and Addendum B that it is implementing the Drug-Free Workplace Act of 1988.

C. 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 provide language assistance services, including oral and written translation, where necessary.

D. REHABILITATION ACT OF 1973. Section 504 of the Rehabilitation Act of 1973 apply to all applicants and Subrecipients of financial assistance in the operation of programs or activities.

E. PROTECED HEALTH INFORMATION. If Subrecipient collects or receives documentation for disability, medical records or any other medical information in the course of administering the CEAP program, Subrecipient shall comply with the Protected Health Information state and federal laws and regulations, as applicable, under 10 TAC §1.24, Chapter 181 of the Texas Health and Safety Code, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub.L. 104-191, 110 Stat. 1936, enacted August 21, 1996) the HIPAA Privacy Rules (45 CFR Part 160 and Subparts A and E of 45 CFR Part 164).

SECTION 24. 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 25. 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. §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 26. 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 26, 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 27. 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 28. 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 must meet the standards under (i) Section 504 of the Rehabilitation Act of 1973 (5 U.S.C. §794) Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131-12189; 47 U.S.C. §§155, 201, 218 and 255) as implemented by U. S. Department of Justice at 28 CFR Parts 35 and 36.

D. Subrecipients shall operate each program or activity receiving financial assistance so that the program or activity, when viewed in its entirety, is readily accessible and usable by individuals with disabilities. Subrecipients are also required to provide reasonable accommodations for persons with disabilities.

E. Subrecipient will include the substance of this Section 28 in all subcontracts.

SECTION 29. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS

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

By execution of this Contract, the 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 30. 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 31. 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 31, in all its subcontracts.

SECTION 32. FAITH BASED AND SECTARIAN ACTIVITY

Funds provided under this Contract may not be used for sectarian or explictly 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 U. S. Department of Health and Human Services ("HHS") at 45 CFR Part 87.

SECTION 33. 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 34. 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 35. 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 36. 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 37. 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 38. 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 the State Rules.

SECTION 39. 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 40. 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 41. ALTERNATIVE DISPUTE RESOLUTION

In accordance with Section 2306.082 of the Texas Government Code, it is the Department's policy to encourage the use of appropriate alternative dispute resolution procedures ("ADR") under the Governmental Dispute Resolution Act and the Negotiated Rulemaking Act (Chapters 2009 and 2006 respectively, Texas Government Code), to assist in the fair and expeditious resolution of internal and external disputes involving the Department and the use of negotiated rulemaking procedures for the adoption of Department rules. As described in Chapter 154, Civil Practices and Remedies Code, ADR procedures include mediation. Except as prohibited by Department's ex parte communications policy, Department encourages informal communications between Department staff and the Subrecipient, to exchange information and informally resolve disputes. Department also has administrative appeals processes to fairly and expeditiously resolve disputes. If at any time the Subrecipient would like to engage Department in an ADR procedure, the Subrecipient may send a proposal to Department's Dispute Resolution Coordinator. For additional information on Department's ADR policy, see Department's Alternative Dispute Resolution and Negotiated Rulemaking at 10 TAC §1.17.

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: Karen Murfee, Executive Director
Telephone: (806) 775-2301 Fax: (806) 775-3917 Email: kmurfee@mail.ci.lubbock.tx.us

B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 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 **January 01, 2016**

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 **58160002328** FOR THE
FY 2016 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 **58160002328** FOR THE
FY 2016 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 **58160002328** FOR THE
FY 2016 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 **58160002328** FOR THE
FY 2016 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 **58160002328** FOR THE
FY 2016 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

$ 946,052.00	CEAP FUNDS CURRENTLY AVAILABLE
$ 1,200.00	TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	$ 59,128.00	-
Direct Services	$ 885,724.00	-
TOTAL CEAP BUDGET	$ 944,852.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	$ 413,456.00	46.68
Utility Assistance	$ 413,456.00	46.68
Program Services	$ 58,812.00	6.64
TOTAL DIRECT SERVICES	$ 885,724.00	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 6.64%. 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 **58160002328** FOR THE
FY 2016 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=0d37dffd79029310VgnVCM100000082ca60aRCRD&vgnextchannel=0d37dffd79029310VgnVCM100000082ca60aRCRD

(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. §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. §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. §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. §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

Michael De Young
Director of Community Affairs Division
Texas Department of Housing and Community Affairs
Community Affairs Division
P.O. Box 13941
Austin, TX 78711-3941
Phone: (512) 475-0471
Email: michael.deyoung@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 **5. 3. 2.**

Meeting Date: 02/25/2016

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute contract 12721 and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG) to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

Item Summary

The source for this contract is a pass through grant from TDHCA. The initial amount allocated to the City of Lubbock for FY 2016 is $92,412.

This is an electronic signature contract.

The period for performance of this contract is January 1, 2016 through December 31, 2016.

The maximum amount to be allocated from the CSBG for this program is $369,785.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Texas Department of Housing

Contract - Texas Department of Housing & Communtiy Affairs

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12721 for Community Services Block Grant funding for poverty assistance, community revitalization, and low-income family empowerment, by and between the City of Lubbock and the Texas Department of Housing and Community Affairs, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

ccdocs/RES. CONTRACT – 12721 – TDHCA
January 22, 2016

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER **61160002368** FOR THE
FY 2016 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: E-16-BI-TX- COSR
Award Year (Year of Award from HHS to TDHCA): 2016
Unique Entity Identifier Number: 058213893

SECTION 1. PARTIES TO THE CONTRACT

This 2016 Community Services Block Grant Program Contract Number **61160002368** ("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 **January 01, 2016**, and, unless earlier terminated, shall end on **December 31, 2016** ("Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE AND SERVICE AREA

A. Pursuant to Chapter 106 of the Community Services Block Grant Act (42 U.S.C. §9901 et seq.) ("CSBG Act"), as amended by the "Community Services Block Grant Amendments of 1994" (Public Law 103-252) and the Coats Human Services Reauthorization Act of 1998 (Public Law 105-285); 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 B of the Texas Administrative Code, as amended or supplemented from time to time ("CSBG State Rules"); and the Department's guidance related to CSBG. Subrecipient further agrees to comply with the Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements attached hereto as Addendum A ("Addendum A"), Certification Regarding Drug-Free Workplace Requirements attached hereto as Addendum B ("Addendum B"), Certification Regarding Environmental Tabacco Smoke ("Addendum C"), Certification Regarding Debarment, Suspension and Other Responsibility Matter ("Addendum D"); the assurances, certifications, and all other statements made by Subrecipient in its application for funding under this Contract; and with all other terms, provisions, and requirements herein set forth.

B. Subrecipient shall operate on an equitable basis throughout Subrecipient's service area and shall utilize funds for the reduction of poverty, the revitalization of communities, and the empowerment of low-income families and individuals to become fully self-sufficient. Subrecipient shall provide services and activities of the type specified in 42 U.S.C. §§9901, 9907 excluding subsection (c), and 9908.

C. Subrecipient agrees to perform all activities in accordance with the annual community action plan in accordance with Section 34 of this Contract; the terms of the performance statement and budget submitted with the annual community action plan approved by the Department as said performance statement and budget may be amended from time to time.

D. Subrecipient's service area consists of the following counties:

LUBBOCK

E. Subrecipient shall refund to Department any sum of money which has been paid to Subrecipient by Department, which Department determines has resulted in an overpayment, or which Department determines has not been spent strictly in accordance with the terms of this Contract. Subrecipient shall make such refund within fifteen (15) days after the Department's request.

SECTION 4. DEPARTMENT OBLIGATIONS

A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse the actual allowable costs incurred by Subrecipient during the Contract Term in an amount up to **$92,412.00** in accordance with the budget as approved by the Department and the terms of this Contract.

B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole but reasonable discretion based upon the status of funding under grants to Department and Subrecipient's overall compliance with the terms of this Contract.

C. Department's obligations under this Contract are contingent upon the actual receipt and availability by the Department of adequate CSBG funds from the U.S. Department of Health and Human Services ("HHS") and the State of Texas. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. 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 shall not be liable to Subrecipient for certain costs, including but not limited to costs which:

1. have been reimbursed to Subrecipient or are subject to reimbursement to Subrecipient by any source other than Department;
2. are not allowable costs, as set forth in the CSBG Act;
3. are not strictly in accordance with the terms of this Contract, including the addendums and exhibits;
4. have not been reported to Department within forty-five (45) days following termination of this Contract; or
5. are not incurred during the Contract Term.

E. Department shall not release any funds under this Contract until Department has determined in writing that Subrecipient's fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for such funds.

F. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for costs incurred or performances rendered for activities specified in the CSBG Act.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

A. Subrecipients may request an advance for up to thirty (30) days. Subrecipient's request for cash advance shall be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract.

B. Subrecipient must request an advance payment by submitting a properly completed monthly expenditure report to 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, together with such supporting documentation as the Department may reasonably request.

C. Subrecipient shall establish procedures to minimize the time between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.

D. Section 4(A) of this Contract 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 at any time (1) Department maintains cash balances in excess of need or requests advance payments in excess of thirty (30) days need, (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient, (3) Subrecipient owes the Department funds, or (4) Subrecipient violates any terms of this Contract.

E. All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable expenditures to be used for the exclusive benefit of the low-income population of Subrecipient's service area incurred during the Contract Term. Subrecipient may incur costs for activities associated with the closeout of the CSBG contract for a period not to exceed forty-five (45) days from the end of the Contract Term.

SECTION 6. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT 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 state Uniform Grant Management Standards, 34 TAC §20.421 in effect on October 1, 2015 ("UGMS"), except as preempted by Cost Principles of Subpart E of 2 CFR Part 200 which apply to Subrecipients of Community Services Block Grant funds pursuant to 42 U.S.C. 9916(a)(1)(B). All references in UGMS to "local government" shall be construed to mean Subrecipient.

B. Audit requirements are set forth in the Texas Single Audit Act and Subpart F of 2 CFR Part 200. The expenditure threshold requiring an audit is $750,000 of Federal funds.

C. Department reserves the right to conduct additional audits of the funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

D. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.

E. 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 7. TERMINATION AND SUSPENSION

A. As per 10 TAC §5.206, Department may terminate or suspend this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of this Contract. If the Department determines that an Subrecipient has failed to comply with the terms of the Contract, or to provide services that meet appropriate standards, goals, or other requirements established by the Department, the Department will notify Subrecipient of the deficiencies to be corrected and require the deficiencies be corrected prior to implementing termination.

B. Nothing in this Section 7 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.

C. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.

D. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient. 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.

SECTION 8. PROHIBITED USE OF FUNDS

Subrecipient may not use funds under this Contract for the purchase or improvement of land or the purchase, construction, or permanent improvement of any building or other facility. This provision may be waived in the Department's sole discretion as outlined in 42 U.S.C. §9918(a)(2).

SECTION 9. RECORD KEEPING REQUIREMENTS

A. GENERAL. Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures made under this Contract in accordance with the UGMS and Section III, Common Rule: State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C -Post Award Requirements, _.42. 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.

B. OPEN RECORDS. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract is subject to the Texas Public Information Act, Chapter 552 of Texas Government Code and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.

C. ACCESS TO RECORDS. Subrecipient shall give the HHS, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection C.

D. RECORD RETENTION. 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. Upon termination of this Contract, all records are property of the Department.

E. EXCEPTIONS. Exceptions to the record retention periods outlined above include; (i) 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; (ii) 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; (iii) 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 E. Upon termination of this Contract, all records are property of the Department.

F. SUBCONTRACTS. Subrecipient shall include the substance of this Section 9 in all subcontracts.

SECTION 10. REPORTING REQUIREMENTS

A. Subrecipient shall submit to Department such reports on the performance of this Contract as may be required by Department including, but not limited to, the reports specified in this Section.

B. By the 15th of each month, Subrecipient shall electronically submit a Performance Report and Expenditure Report to the Department regardless of whether Subrecipient makes a fund request. Subrecipient must file a monthly Performance and Expenditure report in a timely manner, prior to accessing funds. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract shall result in the automatic suspension of the ability of Subrecipient to request reimbursements and shall be identified as a finding in any monitoring review in accordance with the State CSBG Rules.

C. Subrecipient shall submit a final Performance Report and a final Expenditure Report to the Department after the end of the Contract Term. Subrecipient must file a final Performance and Expenditure report within forty-five (45) days after the end of the Contract Term prior to accessing funds in the subsequent fiscal year. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract shall impact the ability of Subrecipient to request reimbursements and shall be identified as findings in monitoring reviews.

D. Subrecipient shall annually submit to Department, no later than forty five (45) days after the termination of this Contract, a cumulative inventory of all equipment acquired, in whole or in part, with funds received under this or previous CSBG contracts. Upon the termination of this Contract, Department may transfer title to any equipment to the Department or to any other entity receiving CSBG funds from the Department.

E. If Subrecipient fails to submit within forty-five (45) days of its due date, any report or response required by this Contract, including responses to monitoring reports, Department may, in its sole discretion, suspend payments, place Subrecipient on cost reimbursement method of payment, and initiate proceedings to terminate the Contract. If Subrecipient receives CSBG funds from Department over two or more contract terms, termination proceedings may be initiated on this Contract for Subrecipient's failure to submit a report, including an audit report, past due from a prior contract.

F. Subrecipient shall provide the Department with a Data Universal Numbering System ("DUNS") number and a Central Contractor Registration ("CCR") System number to be used as the Unique Entity Identifier Number on all contracts and agreements. 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. CHANGES AND AMENDMENTS

A. Any change, addition, or deletion to the terms of this Contract required by a change in state or federal law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulations without the requirement of a written amendment hereto. Said changes, additions, or deletions referenced under this Subsection A of Section 11 may be further evidenced in a written amendment.

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. The Department must receive any Contract amendment requests in writing no later than sixty (60) days prior to the end of the Contract Term.

SECTION 12. 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, and 2 CFR §200.80.

SECTION 13. 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 periodic on-site monitoring and evaluation of the efficiency, economy, and efficacy of Subrecipient's performance of this Contract. Department will advise Subrecipient in writing of any deficiencies noted during such monitoring. Department will provide technical assistance to Subrecipient and will require or suggest changes in Subrecipient's program implementation or in Subrecipient's accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. Department may conduct follow-up visits to review and assess the efforts Subrecipient has made to correct previously noted deficiencies. Department may place Subrecipient on a cost reimbursement method of payment, suspend or terminate this Contract, or invoke other remedies in the event monitoring or other reliable sources reveal material deficiencies in Subrecipient's performance or if Subrecipient fails to correct any deficiency within the time allowed by federal or state law or regulation or by the terms of this Contract.

SECTION 14. INDEPENDENT SUBRECIPIENT

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

SECTION 15. PROCUREMENT STANDARDS

A. Subrecipient shall comply with UGMS and 10 TAC §§5.10 - 5.11, this Contract, 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.

C. When the Subrecipient no longer needs equipment purchased with CSBG grant funds, regardless of purchase price, or upon the termination of this Contract, Department may take possession and transfer title to any such property or equipment to the Department or to a third party or may seek reimbursement from Subrecipient of the current unit price of the item of equipment, in Department's sole determination. Subrecipient must request permission from the Department to transfer title or dispose of equipment purchased with CSBG grant funds.

SECTION 16. SUBCONTRACTS

A. Subrecipient may not subcontract the primary performance of this Contract, , including but not limited to expenditure and performance reporting and drawing fund through the Community Affairs Contract System, and only may enter into contractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 13 of this Contract.

B. In no event shall any provision of this Section 16, 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 16 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 16 does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

SECTION 17. TRAVEL

Subrecipient shall adhere to 2 CFR §200.474 and either its board-approved travel policy (not to exceed the amounts established in subchapter I of Chapter 57 of Title 5, United S tates Code ``Travel and Subsistence Expenses; Mileage Allowances), or the State of Texas travel policies under Section 5.9 of the CSBG 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 18. LITIGATION AND CLAIMS

Subrecipient shall immediately provide Department with written notice of any claim or action filed with a court or administrative agency against Subrecipient arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall provide Department with copies of any and all relevant papers Subrecipient receives with respect to such action or claim.

SECTION 19. 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. Subrecipient is a nonprofit charitable organization organized and operated exclusively for exempt purposes set forth in section 501(c)(3) of the Internal Revenue Code. Subrecipient is and will continue to remain duly organized, validly existing and in good standing under the laws governing its creation and existence, and will continue to be duly authorized and qualified to transact any and all applicable business contemplated hereunder in the State of Texas, and possesses and will continue to possess all requisite authority, power, licenses, permits and franchises to conduct its business and to execute, deliver and comply with its obligations under the terms of this Contract, the execution, delivery and performance of which have been or will be duly authorized by all necessary action.

C. B.The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Subrecipient's governing board to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.

D. B.Department shall have the right to terminate this Contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this Contract on behalf of Subrecipient to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 19.

E. B.Subrecipient understands that it is an event of default under this Contract if the Subrecipient liquidates, terminates, dissolves, merges, consolidates or fails to maintain good standing in the State of Texas, and such is not cured prior to causing material harm to Subrecipient's ability to perform under the terms of this Contract.

SECTION 20. COMPLIANCE WITH LAWS

A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the CSBG Act, the federal rules and regulations promulgated under the CSBG Act, the State Act, the State CSBG Rules, the certifications attached hereto, and all federal, state, and local laws and regulations applicable to the performance of this Contract.

B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this Contract and Addendum B that it is implementing the Drug-Free Workplace Act of 1988.

C. LIMITED ENGLISH PROFICIENCY (LEP). Subrecipients must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail provide language assistance services, including oral and written translation, where necessary.

D. PROTECTED HEALTH INFORMATION. If Subrecipient collects or receives documentation for disability, medical records or any other medical information in the course of administering the CSBG program, Subrecipient shall comply with the Protected Health Information state and federal laws and regulations, as applicable, under 10 TAC §1.24, Chapter 181 of the Texas Health and Safety Code, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (Pub.L. 104-191, 110 Stat. 1936, enacted August 21, 1996) the HIPAA Privacy Rules (45 CFR Part 160 and Subparts A and E of 45 CFR Part 164).

SECTION 21. PREVENTION OF WASTE, FRAUD, AND ABUSE

A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal controls systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.

B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the CSBG program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse.

C. Subrecipient shall not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 22. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

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

SECTION 23. 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. Subrecipients 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. Subrecipients who are local governmental entities 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 24. 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 25. 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. Subrecipients shall operate each program or activity receiving financial assistance so that the program or activity, when viewed in its entirety, is readily accessible and usable by individuals with disabilities. Subrecipients are also required to provide reasonable accommodations for persons with disabilities.

D. Subrecipient must meet the standards under (i) Section 504 of the Rehabilitation Act of 1973 (5 U.S.C. §794) Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131-12189; 47 U.S.C. §§155, 201, 218 and 255) as implemented by U. S. Department of Justice at 28 CFR Parts 35 and 36.

E. Subrecipient will include the substance of Section 25 in all subcontracts.

SECTION 26. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS

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

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

SECTION 27. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source or in any way serve to reduce the funds or resources which would have been available to or provided through Subrecipient had this Contract never been executed.

SECTION 28. DEBARRED AND SUSPENDED PARTIES

By signing this Contract, Subrecipient certifies that its principal employees, board members, agents, or contractors agents are not 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 28, in all its subcontracts.

SECTION 29. FAITH BASED AND SECTARIAN ACTIVITY

Funds provided under this Contract may not be used for sectarian or explicitly 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 U. S. Department of Health and Human Services ("HHS") at 45 CFR Part 87.

SECTION 30. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this Contract or with funds expended under this Contract. If copyrighted materials are developed in the under this Contract, the 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 31. 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 32. SEVERABILITY

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

SECTION 33. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this Contract relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.

B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:

1. 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

SECTION 34. COMMUNITY ACTION PLAN

A. As a condition of receipt of funding under the Act, Subrecipient shall submit by October 1st, 2016 to the Department a community action plan including National Performance Indicators ("NPI") for 2017 funding that includes:

1. a description of the service delivery system targeted to low-income individuals and families in the service area, including homeless individuals and families, migrants, and the elderly poor;
2. a description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultations;
3. a description of how funding under this Act will be coordinated with other public and private resources; and,
4. a description of outcome measures to be used to monitor success in promoting self-sufficiency, family stability, and community revitalization.

B. To retain eligible entity status, Subrecipient will submit every three (3) years a community needs assessment to the Department on or before June 1st of every third (3rd) year.

C. Subrecipient must attain previously identified 2016 NPI targets within 20 percent variance by the end of the Contract Term. Subrecipient must request in writing any adjustment needed to a NPI target to the Department for review and approval no later than August 31, 2016.

SECTION 35. 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 36. 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 37. ALTERNATIVE DISPUTE RESOLUTION

In accordance with Section 2306.082 of the Texas Government Code, it is the Department's policy to encourage the use of appropriate alternative dispute resolution procedures ("ADR") under the Governmental Dispute Resolution Act and the Negotiated Rulemaking Act (Chapters 2009 and 2006 respectively, Texas Government Code), to assist in the fair and expeditious resolution of internal and external disputes involving the Department and the use of negotiated rulemaking procedures for the adoption of Department rules. As described in Chapter 154, Civil Practices and Remedies Code, ADR procedures include mediation. Except as prohibited by Department's ex parte communications policy, Department encourages informal communications between Department staff and the Subrecipient, to exchange information and informally resolve disputes. Department also has administrative appeals processes to fairly and expeditiously resolve disputes. If at any time the Subrecipient would like to engage Department in an ADR procedure, the Subrecipient may send a proposal to Department's Dispute Resolution Coordinator. For additional information on Department's ADR policy, see Department's Alternative Dispute Resolution and Negotiated Rulemaking at 10 TAC Section 1.17.

SECTION 38. 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 39. 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 40. 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 41. 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, Director of Community Affairs
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: Karen Murfee, Executive Director
Telephone: (806) 775-2301 Fax: (806) 775-3917 Email: kmurfee@mail.ci.lubbock.tx.us

B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 41.

SECTION 42. 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 **January 01, 2016**

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 **61160002368** FOR THE
FY 2016 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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.

City of Lubbock
a political subdivision of the State of Texas

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER **61160002368** FOR THE
FY 2016 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

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 **61160002368** FOR THE
FY 2016 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

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 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.

City of Lubbock
a political subdivision of the State of Texas

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER **61160002368** FOR THE
FY 2016 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

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 subgrants, subcontracts and in all solicitations for subgrants and 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:

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

Meeting Date: 02/25/2016

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 16 amending the FY 2015-16 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92255, Bailey County Wellfield Supply Line/Pumping System; CIP 91038, Sewer Line Replacement; CIP 92390, Cell 5 Development; CIP 92371, Runway 17R/35L Construction Phase III; and CIP 92191, Airport Facility Improvements; providing for filing; and providing for a savings clause.

Item Summary

I. Amend Capital Improvement Project 92255, Bailey County Wellfield Supply Line/Pumping System, by changing the FY 2015-16 funding source from $1,000,000 FY 2010 Water Revenue CO's and $12,000,000 FY 2016 Water Revenue Certificates of Obligation to $3,132,085 FY 2010 Water Certificates of Obligation, $400,000 FY 2011 Water Certificates of Obligation, and $9,467,915 FY 2016 Water Revenue Certificates of Obligation. The funding is unspent bonds from the following closed projects: $35,567 and $400,000 from 8556, Tank Rehabilitation at the Water Treatment Plant, and $2,096,518 from 92069, LAH Raw Water Line/Pump Stations.

II. Amend Capital Improvement Project 91038, Sewer Line Replacement, by changing the FY 2015-16 funding source from $400,000 FY 2016 Wastewater Revenue Certificates of Obligation to $195,609 FY 2011 Wastewater Certificates of Obligation and $204,391 FY 2016 Wastewater Revenue Certificates of Obligation. The funding is unspent bonds from the following closed project: 92252, Corrosion and Odor Control Centers.

III. Amend Capital Improvement Project 92390, Cell 5 Development, by changing the FY 2015-16 funding source from $216,819 FY 2011 Solid Waste Revenue CO's and $4,985,333 FY 2016 10-Year Solid Waste Revenue Certificates of Obligation to $216,819 FY 2011 Solid Waste Revenue CO's, $151 FY 2010 Solid Waste Certificates of Obligation, and $4,985,182 FY 2016 10-Year Solid Waste Revenue Certificates of Obligation. The funding is unspent bonds from the following closed project: 92208, Leachate Pond.

IV. Amend Capital Improvement Project 92371, Runway 17R/35L Construction Phase III, by decreasing the appropriation by $202,958, from $21,007,820 to $20,804,862 and changing the FY 2015-16 funding source from $669,774 FY 2016 PFC Revenue Certificates of Obligation to $466,816 FY 2011 PFC Revenue Certificates. The funding is unspent bonds

from the following closed projects: $436,916 from 92257, Phase III Runway 8/26 Improvements, $24,177 from 92285, Runway 17R/35L Rehab Design, and $5,723 from 92284, Runway 17R/35L Rehab Construction.

V. Amend Capital Improvement Project 92191, Airport Facility Improvements, by increasing the appropriation by $105,348, from $3,608,736 to $3,714,084 to be funded with FY 2012 Airport Revenue Certificates of Obligation. The funding is unspent bonds from the following closed project: 92258, Airport Terminal Boiler Replacement.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 16

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2015-16 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) 92255, BAILEY COUNTY WELLFIELD SUPPLY LINE/PUMPING SYSTEM; CIP 91038, SEWER LINE REPLACEMENT; CIP 92390, CELL 5 DEVELOPMENT; CIP 92371, RUNWAY 17R/35L CONSTRUCTION PHASE III; AND CIP 92191, AIRPORT FACILITY IMPROVEMENTS; 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 2015-16 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 2015-16 (Budget Amendment #16) for municipal purposes, as follows:

I. Amend Capital Improvement Project 92255, Bailey County Wellfield Supply Line/Pumping System, by changing the FY 2015-16 funding source from $1,000,000 FY 2010 Water Revenue CO's and $12,000,000 FY 2016 Water Revenue Certificates of Obligation to $3,132,085 FY 2010 Water Certificates of Obligation, $400,000 FY 2011 Water Certificates of Obligation, and $9,467,915 FY 2016 Water Revenue Certificates of Obligation.

II. Amend Capital Improvement Project 91038, Sewer Line Replacement, by changing the FY 2015-16 funding source from $400,000 FY 2016 Wastewater Revenue Certificates of Obligation to $195,609 FY 2011 Wastewater Certificates of Obligation and $204,391 FY 2016 Wastewater Revenue Certificates of Obligation.

III. Amend Capital Improvement Project 92390, Cell 5 Development, by changing the FY 2015-16 funding source from $216,819 FY 2011 Solid Waste Revenue CO's and $4,985,333 FY 2016 10-Year Solid Waste Revenue Certificates of Obligation to $216,819 FY 2011 Solid Waste Revenue CO's, $151 FY 2010

Solid Waste Certificates of Obligation, and $4,985,182 FY 2016 10-Year Solid Waste Revenue Certificates of Obligation.

IV. Amend Capital Improvement Project 92371, Runway 17R/35L Construction Phase III, by decreasing the appropriation by $202,958, from $21,007,820 to $20,804,862 and changing the FY 2015-16 funding source from $669,774 FY 2016 PFC Revenue Certificates of Obligation to $466,816 FY 2011 PFC Revenue Certificates.

V. Amend Capital Improvement Project 92191, Airport Facility Improvements, by increasing the appropriation by $105,348, from $3,608,736 to $3,714,084 to be funded with FY 2012 Airport Revenue Certificates of Obligation.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1516 Amend16.ord
February 17, 2016

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

Meeting Date: 02/25/2016

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2016-O0024 abandoning and closing a 10-foot wide Lubbock Power and Light (LP&L) power line easement located in Tract 30-C, Nor-Don Addition Lubbock County, Texas, easement located at 4633 50th Street.

Item Summary

On February 11, 2016, the City Council approved the first reading of the ordinance.

This ordinance abandons and closes a 10-foot wide LP&L power line easement located in Tract 30-C, Nor-Don Addition Lubbock County, Texas which is located east of Utica Avenue and just north of
52nd Street.

Public Works Engineering and LP&L are in agreement with the easement closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Abandon & Close - Nor-Don Tract 30-C

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A 10-FOOT POWER LINE EASEMENT LOCATED IN TRACT 30-C, NOR-DON ADDITION, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

The eastern 10-foot power line easement granted within Tract 30-C, Nor-Don Park, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed thereof recorded under County Clerk File Number 2007048003, Official Public Records of Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

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

Passed by the City Council on second reading this ____day of _____,

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

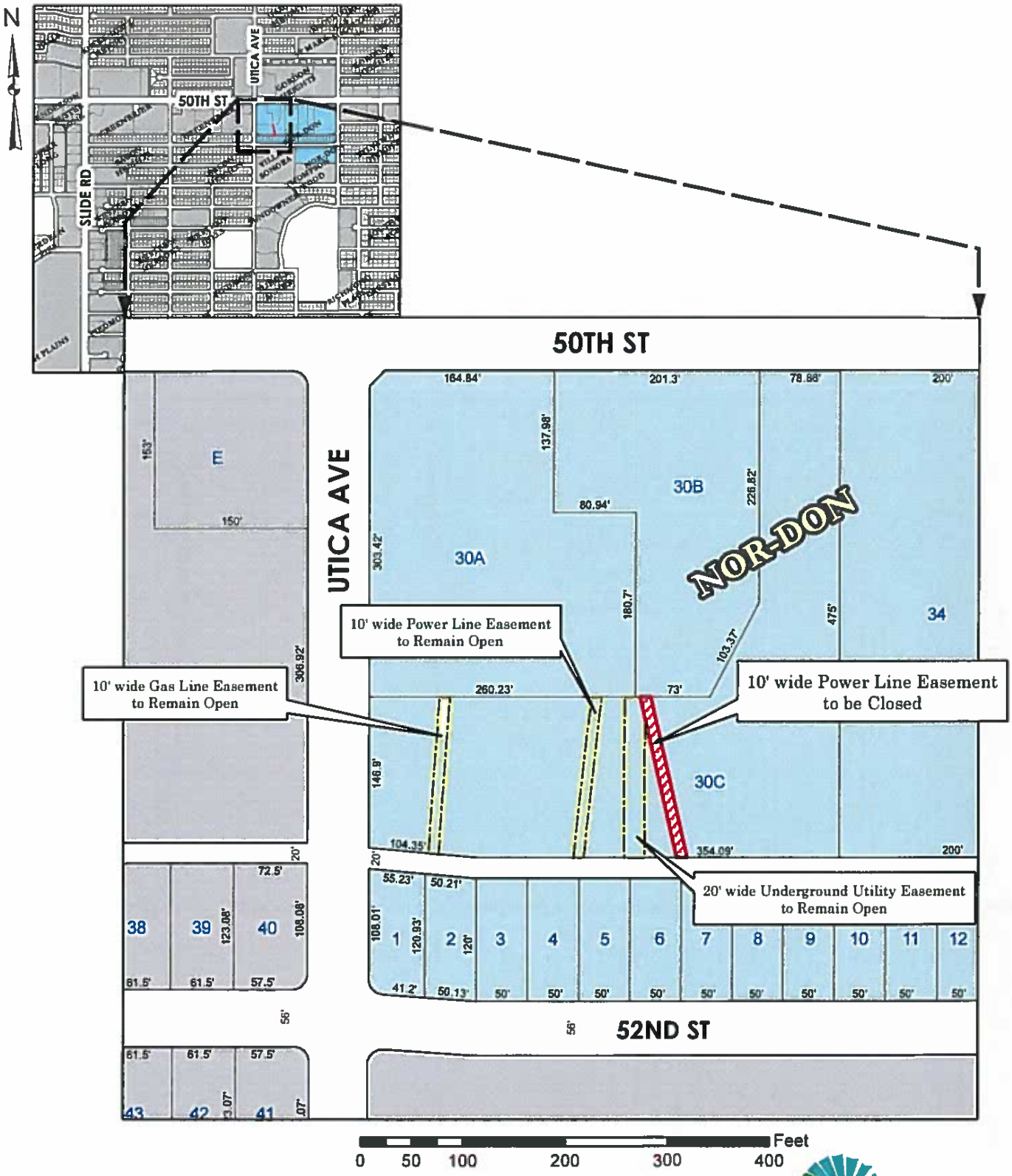
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, City Attorney

A&C-UUE-Nor-Don Addn.Ord 12.11.15

Proposed Closing of a 10' wide Power Line Easement
Located in Lot 30C, NOR-DON Addition



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

City of Lubbock TEXAS

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

Meeting Date: 02/25/2016

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing the west 33.5 feet of an underground utility easement located in Lot 138, Gordon Heights Addition, Lubbock County, Texas, easement located at 4602 50th Street.

Item Summary

This ordinance abandoning and closing the west 33.5 feet of an underground utility easement located in Lot 138, Gordon Heights Addition. The easement is located east of Utica Avenue and south of 48th Street. The easement is no longer needed due to new construction on the tract of land. Public Works Engineering and all utility companies are in agreement with the easement closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Easement Gordon Heights

Easement - Gordon Heights Closure

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF AN UNDERGROUND UTILITY EASEMENT LOCATED IN LOT 138, GORDON HEIGHTS ADDITION, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

Closing the West 33.5′ Underground Utility Easement located in Lot 138, Gordon Heights Addition, as Dedicated to Southwestern Public Service by V1362 P454 and Transferred to Lubbock Power & Light by CCFN 2010035889.

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

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

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

AND IT IS SO ORDERED.

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

Passed by the City Council on second reading this _____day of _____

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

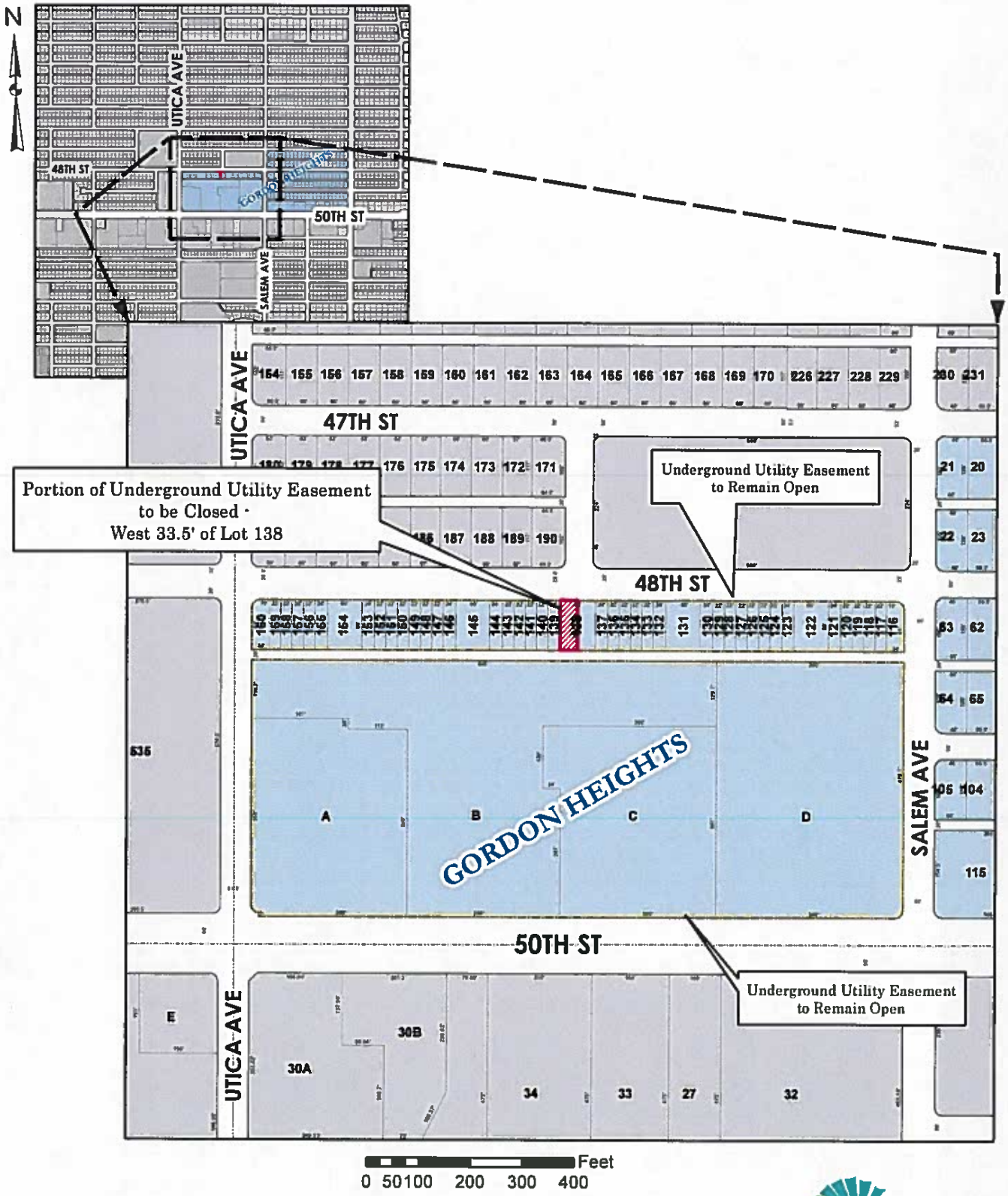
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, City Attorney

A&C-UUE–Gordon Heights Addn 2.4.16

~~Proposed~~ Closing of an Underground Utility Easement Located Within the West 33.5' of Lot 138, Gordon Heights Addition, as Dedicated to Southwestern Public Service by V1362 P454 and Transferred to Lubbock Power & Light by CCFN 2010035889



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

City of Lubbock TEXAS

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

Meeting Date: 02/25/2016

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing a 10-foot wide underground utility easement granted to Lubbock Power and Light within Tract "A", Lubbock Walmart 5702 Addition, to the City of Lubbock, Lubbock County, Texas.

Item Summary

This ordinance abandons and closes a 10-foot wide underground utility easement granted to Lubbock Power and Light within Tract "A", Lubbock Walmart 5702 Addition, to the City of Lubbock, Lubbock County, Texas. The easement is no longer needed due to new development on this tract of land.

Public Works Engineering and Lubbock Power and Light are in agreement with the easement closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Easement Wal-Mart Addition

Exhibit A - Easement Walmart

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A 10-FOOT WIDE UNDERGROUND UTILITY EASEMENT LOCATED IN TRACT "A", LUBBOCK WALMART 5702 ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2016.

Passed by the City Council on second reading this _____day of _____, 2016.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, City Attorney

A&C-UUE –Lubb Walmart 5702 Addn 1.25.16

LAND SURVEYORS
CIVIL ENGINEERS

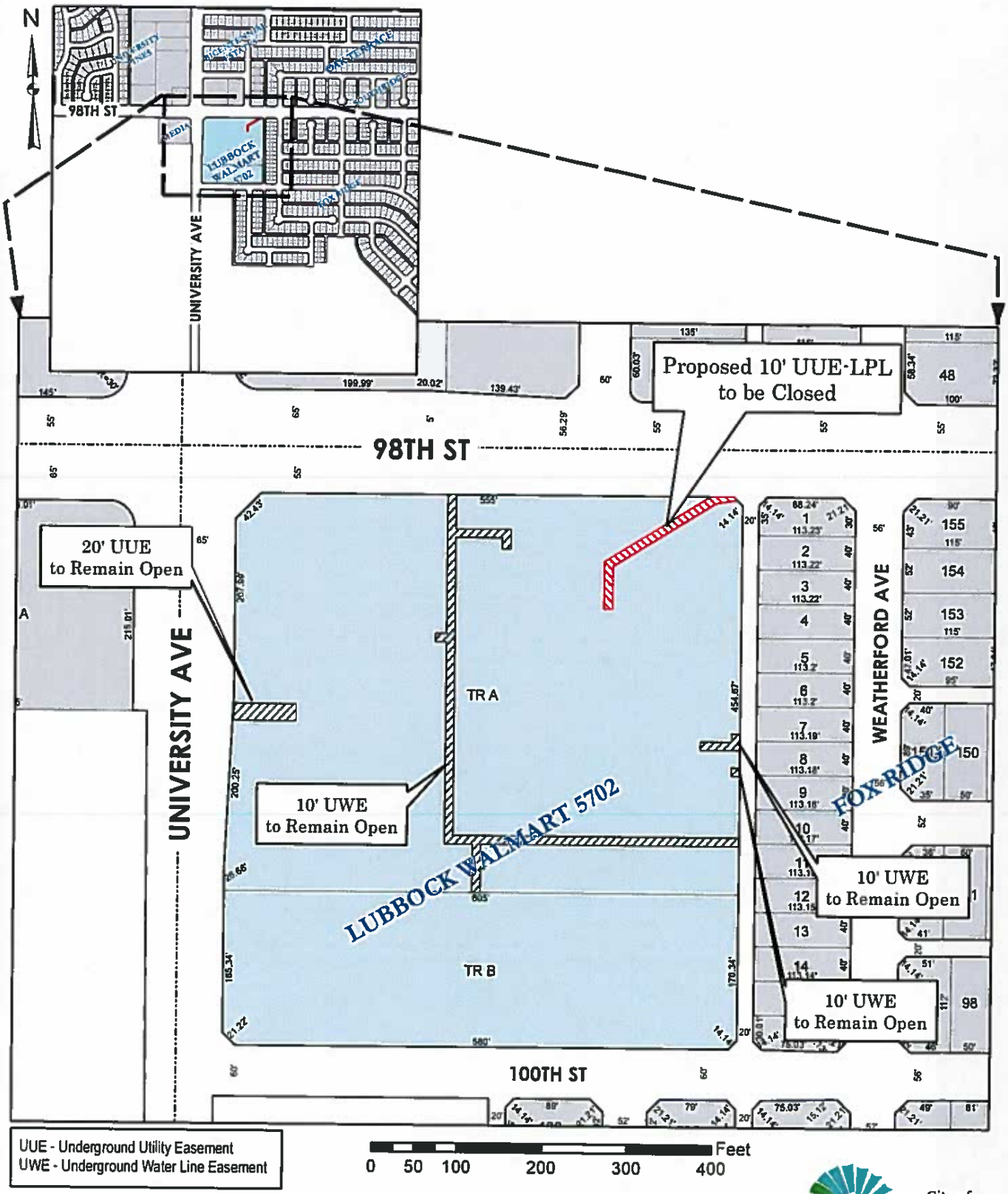
HUGO REED AND ASSOCIATES, INC.
1501 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

EXHIBIT
tabbies
"A"

UNDERGROUND UTILITY EASEMENT CLOSURE – LUBBOCK POWER AND LIGHT

All of that 10 foot Underground Utility Easement granted to Lubbock Power and Light within Tract "A", Lubbock Walmart 5702 Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under County Clerk File Number 2015044314 of the Official Public Records of Lubbock County, Texas.

Proposed Closing of a LP&L 10' wide Underground Utility Easement Located in Tract A, Lubbock Walmart 5702 Addition



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

City of Lubbock TEXAS

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

Meeting Date: 02/25/2016

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a monitor well permit with InControl Technologies, Inc. and Daniel B. Stephens and Associates as contractors for the Texas Commission on Environmental Quality (TCEQ) for a street right-of-way monitor well permit located in the west right-of-way of 702 Hartford Avenue and in the west right-of-way of 612 Gary Avenue.

Item Summary

This monitor well permit allows InControl Technologies and Daniel B. Stephens and Associates to drill two ground water monitor wells, one east of Indiana Avenue and south of 70th Street on Hartford Avenue and the second well is south of 69th Street in the west right-of-way of Gary Avenue. The Bolton Brite Way Cleaners located at 3331 70th Street had a dry cleaning solvent leak and the TCEQ Dry Cleaner Remediation Program has requested that they go off site with a monitor wells in addition to what they have already drilled on their property. This permit is for 20 years. All utilities are in agreement with the monitor wells.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Resolution - InControl Technologies, Inc.

Street Use Monitor Well Permit - InControl Technologies, Inc.

Map

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Street Use License and/or City Public Grounds Monitor Well Permit with associated documents, between the City of Lubbock and InControl Technologies, Inc. Said agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this _____ day of _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

Res.StUseLic-InControl Technologies, Inc.
12.16.15

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

This indenture made this _____ day of _____, 2016, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS,** a Home Rule Municipal Corporation, and **INCONTROL TECHNOLOGIES, INC.,** hereinafter called "PERMITTEE."

WITNESSETH:

Subject to the terms, conditions and provisions herein, the CITY OF LUBBOCK does hereby grant to the PERMITTEE, the right, privilege and license to use portions of dedicated streets and/or alleys and/or City public grounds for a groundwater monitoring well, to-wit:

BEGINNING at the northeast corner of property having legal description of LIVE OAK L 198-A;

THENCE South 60-feet along eastern property boundary;

THENCE East 3 feet;

THENCE South 2 feet;

THENCE West 2 feet;

THENCE North 2 feet;

BEGINNING at the southeast corner of property having legal description of LIVE OAK N43′ of L 213 & S26′ of 214;

THENCE North 32 feet along eastern property boundary;

THENCE East 3 feet;

THENCE South 2 feet;

THENCE West 2 feet;

THENCE North 2 feet;

Texas Natural Resource Conservation Commission (TNRCC) leaking petroleum storage tank, Site No. 0162.

The term of this grant shall be for five (5) years from date hereof, and shall be automatically extended for successive five (5) year terms not to exceed twenty (20) years. In any event unless either party shall give written notice of termination to the other party before the expiration of the original or any subsequent five (5) year term, as the case may be, and the CITY OF LUBBOCK retains the right at its election to cancel and revoke this permit with or without cause upon thirty (30) days prior written notice to the PERMITTEE. Said notice shall be deemed properly serviced if deposited in the post office, postage paid, addressed to PERMITTEE at the last known address of PERMITTEE. Application fee for this permit is ONE HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) and is non-refundable.

Upon expiration or cancellation and revocation of this permit by the CITY OF LUBBOCK or the abandonment of the permit by the PERMITTEE, the improvements that are permitted under this permit shall be removed by the PERMITTEE and the property shall be restored to its original condition at no cost or expense to the CITY OF LUBBOCK. In the event

such improvements, and the expense incurred shall be assessed against PERMITTEE for which PERMITTEE shall be liable.

1. PERMITTEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of **FIVE HUNDRED AND NO/100 DOLLARS ($500.00)** cash in advance contemporaneously with the acceptance and execution hereof by PERMITTEE for the first five (5) year non-refundable term of this permit, and thereafter such rate of compensation may be changed for each succeeding five (5) year term by the CITY OF LUBBOCK to a rate of compensation which is based on procedures and policies as established by the City Council of the CITY OF LUBBOCK. If such rate is not changed by the CITY OF LUBBOCK, the rate for the preceding five (5) year term shall apply. The CITY OF LUBBOCK shall notify the PERMITTEE of any change in rates in writing before the start of the five (5) year term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding five (5) year term shall apply. This first five (5) year **FIVE HUNDRED AND NO/100 DOLLARS ($500.00)** fee shall be tendered in the form of a certified or cashier's check prior to the placing of the request for this permit on the City Council Agenda. This five (5) year fee is only refundable if this permit request is turned down by the City Council.

2. The PERMITTEE agrees to pay all costs arising out of the exercise of this permit herein granted including, but not limited to the replacement and repairing of paving, sidewalks and utilities of any nature occasioned by the construction as authorized by this permit. PERMITTEE must utilize all necessary construction barricades, warning signs and traffic control devices, in accordance with the Texas Manual on Uniform Traffic Control Devices (T.M.U.T.C.D.), when drilling the monitor well, inspecting the monitor well or testing of water samples and removal of the monitor well. All drilling fluids and cuttings are to be emptied at Texas Water Commission approved sites and not be emptied onto City streets, alleys, or City owned property.

3. In the event the CITY OF LUBBOCK determines that the existence of such use interferes with or causes the rerouting or realignment of any public utility, franchised utility or sanitary or storm sewer line constructed or to be constructed by the CITY OF LUBBOCK, or franchised utility, the PERMITTEE agrees to reimburse the CITY OF LUBBOCK or such utility, as the case may be, for its expense in relocating or rerouting over and above the expense which would have been incurred except for PERMITTEE'S use herein. All work is to be done in compliance with local, State and Federal laws and regulations.

4. This permit is not transferable by the PERMITTEE without first receiving the written consent of the City Manager of the CITY OF LUBBOCK.

5. This permit is made subject to the condition that should the PERMITTEE exercise any right under the permit herein granted and prepare or begin or complete any part of the construction as herein contemplated across any or all of the above described property, then and in that event said PERMITTEE, its successors and assigns will at all times defend, indemnify and otherwise hold the CITY OF LUBBOCK, its agents, servants and employees harmless from any and all claims, demands, actions, causes of action, suits at law or in equity of whatsoever kind or nature which may grow out of or be related to the making of this permit or the construction or maintenance and use permitted herein. Permittee is responsible and liable for any and all contamination done to the water table if such occurs during the drilling, monitoring or filling of the well. The CITY OF LUBBOCK, at its option, may require an agreement with any contractors hired by the PERMITTEE to perform the construction, repair or maintenance permitted herein, which agreement will indemnify the CITY OF LUBBOCK from and against all claims, liability, cost and expense growing out of the performance of the work to be done by such contractors. The CITY OF LUBBOCK may further require any of said contractors, when engaged in the construction, repair or maintenance permitted herein, to furnish, without expense to the CITY OF LUBBOCK, a reliable surety bond, in any amount and in a form satisfactory to the said CITY OF LUBBOCK, guaranteeing the faithful performance of all the terms, covenants and conditions in said agreement, and a certified copy of a policy of public liability insurance assumed by said contractors in said agreement with the CITY OF LUBBOCK. The CITY OF LUBBOCK agrees to give notice to the PERMITTEE prior to incurring any costs or expenses or

6. If the street or alley area is ever widened and the well is found to be located in the portion to be widened and must be relocated, Permittee must fill the old well and drill a new well at Permittee's sole expense. This new well, if required by the Texas Water Commission, could be located on City owned property and permittee will be reasonable for additional licensing costs.

7. After completion, the well shall be permanently filled and capped to the requirements of the City, the Underground Water Conservation District, the TNRCC or other applicable specifications. In general, the finished surface shall be left in a condition at least as good as that which existed prior to the drilling operations.

8. PERMITTEE agrees and is required to furnish a policy of public liability and property damage insurance within limits as follows:

Commercial General Liability Insurance

Amount – Bodily Injury	$500,000 each occurrence
Property Damage	$100,000 each occurrence and

OR

Commercial General Liability Insurance

Amount	$600,000 combined single Limit each occurrence and in the aggregate

Solely at Permittee's expense, Permittee shall do one of the following things:

(1) Permittee may furnish a separate insurance policy showing the City of Lubbock as named insured; or

(2) Permittee may furnish an insurance certificate showing the City of Lubbock as an additional named insured by endorsement on Permittee's insurance policy.

9. All of the covenants and provisions of this permit shall be binding upon and inure to the benefit of the successors, legal representatives, assigns and the duly authorized agents and contractors of the parties hereto to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto, but no assignment hereof by the PERMITTEE, its successors and assigns, shall be binding upon the CITY OF LUBBOCK without the consent of the CITY OF LUBBOCK in each instance, except as specified in numbered paragraph four (4).

10. PERMITTEE, by its acceptance of the uses permitted herein, understands and agrees that no interest, title or rights of possession are intended or implied except those expressly set forth herein, and PERMITTEE waives any and all claims in and to the public way PERMITTEE is permitted to use hereby and agrees to give peaceful possession of said property covered herein upon termination or cancellation of this permit.

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

Written notices required hereunder shall be mailed to the City of Lubbock, addressed to the City Manager, P.O. Box 2000, Lubbock, Texas 79457. Written notices required hereunder should be mailed to the PERMITTEE, **InControl Technologies, Inc., 14731 Pebble Bend Drive, Houston Texas 77068**

CITY OF LUBBOCK

By: _____
GLEN C. ROBERTSON

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher
Dave Booher, Right-of-Way Agent

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

APPROVED AS TO FORM:

Chad Weaver, City Attorney

AGREED TO AND ACCEPTED this 2 day of February, 2016.

PERMITTEE: InControl Technologies, Inc.
ADDRESS: 14731 Pebble Bend Drive
Houston, Texas 77068

BY: Angela Marcom

PRINT: Angela Marcom

TITLE: President

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared **Glen C. Robertson,** Mayor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the CITY OF LUBBOCK and as MAYOR, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2016.

_____
Notary Public in and for the State of Texas

_____
Printed or Typed Name of Notary

THE STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Angela Marcon, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and as act and deed of aforesaid PERMITTEE.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of February, 2016.

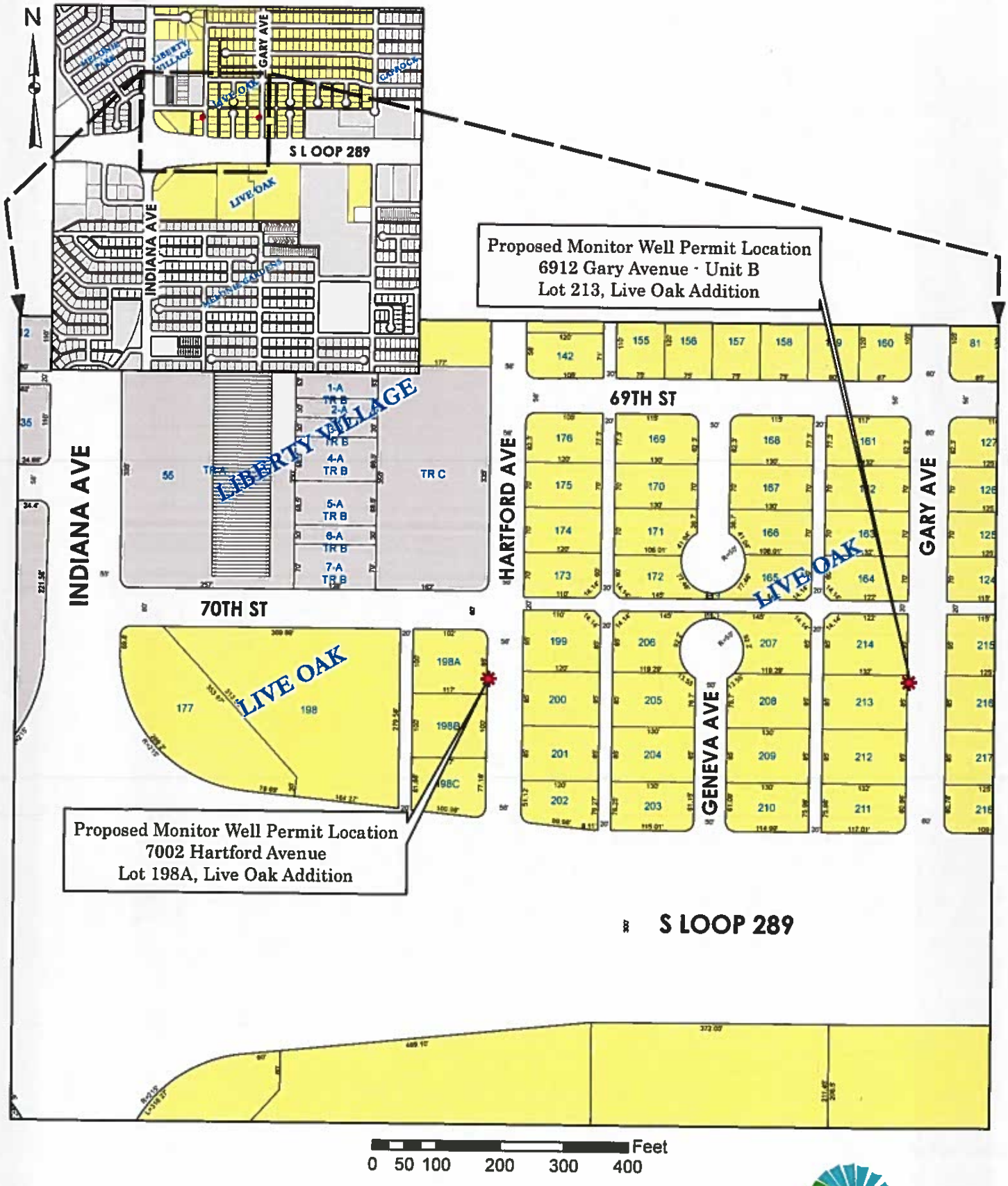
Maureen Carolyn Nurse
Notary Public in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
Maureen Carolyn Nurse
My Commission Expires
07/19/2016

MAUREEN CAROLYN NURSE
Printed or Typed Name of Notary

Chad/Permits/SACPGMWP-InControl Technologies, Inc.
1.11.16

Proposed Monitor Well Permit Locations
Adjacent to 7002 Hartford Avenue (Lot 198A, Live Oak Addition)
and 6912 Gary Avenue - Unit B (Lot 213, Live Oak Addition)



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

City of Lubbock TEXAS

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

Meeting Date: 02/25/2016

Information

Agenda Item

Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to execute agreement 12755 for professional engineering services with Parkhill, Smith & Cooper (PSC), Inc. for the design of 34th Street from Slide Road to Quaker Avenue and from Avenue Q to Interstate 27.

Item Summary

This project will include the continuation of the reconstruction of 34th Street along the planned corridor from Slide Road to Interstate 27. This phase will include the detailed design, plans, specifications and estimates for the reconstruction of the paving of 34th Street from Slide Road to Quaker Avenue and from Avenue Q to Interstate 27.

The initial contract 10387 with PSC was for the detailed design of 34th from Indiana Avenue to Avenue Q and an access study and public involvement was completed for the 34th Street corridor from Slide Road to Interstate 27. Construction of this section began on March 19, 2012, and was completed 26 months later in May, 2014.

Due to a cost saving realized in the construction of Phase 1, a recommendation was made by Staff to the Bond Oversight Committee for the continued design and construction of the 34th Street Study Corridor.

The City contracted with PSC to design Phase 2 from Quaker Avenue to Indiana Avenue. Contract 10846 for $561,625 was awarded June 21, 2012 and completed September 1, 2013.

The winning bid for the construction of Phase 2 was awarded to Allen Butler Construction, Inc. on February 20, 2013. The $5,453,267 contract 11647 is scheduled to be completed in the Fall, 2016.

A budget amendment was passed by City Council to allow the staff to contract with PSC for the design of the final phases of the 34th Street corridor, Phase 3 from Slide Road to Quaker Avenue and Phase 4 from Avenue Q to Interstate 27.

Staff has successfully negotiated a contract with PSC for a not to exceed total contract amount of $1,192,117. This amount equates to approximately 9% of the estimated cost of construction. The number of hours tasked to perform each item has been reviewed by staff and believed to be within

the professional engineering scope necessary to complete this project. The proposed timeline for the completion of these design phases is a total of 16 months from the date of City Council approval of the Agreement.

Fiscal Impact

$22,557,200 is appropriated in Capital Improvement Project 92217, 34th Street Reconstruction, with $1,192,117 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution - Parkhill, Smith & Cooper, Inc., Agreement
Contract - Parkhill, Smith & Cooper, Inc.
Project Letter
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, an Agreement for Engineering Services for reconstruction of 34th Street from Slide Road to Quaker Avenue and from Avenue Q to Interstate 27, by and between the City of Lubbock and Parkhill, Smith & Cooper, Inc., and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the 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 Sims, Deputy City Attorney

RES.PS&C Agrmt-1.26.16

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This contract (the "Contract" or "Agreement"), effective as of the ___ day of ____ 2016 (the "Effective Date"), is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Parkhill, Smith & Cooper, Inc. ("ENGINEER"), a Texas professional corporation authorized to conduct business in Texas.

WITNESSETH

WHEREAS, the City desires to obtain professional engineering services related to the 34th Street Reconstruction Project (the "Activities" or "Project"); and

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

WHEREAS, the City desires to contract with ENGINEER to provide professional engineering services related to the Activities and Engineer desires to provide the Services related to same.

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

ARTICLE I. TERM

The term of this Contract commences on the Effective Date and continues without interruption for a term of 22 calendar months, as set forth in Exhibit "A", attached to and made a part of this Agreement for all purposes. If the Engineer determines that additional time is required to complete the Services, the City Engineer, may , but is not obligated to, in his discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

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

B. ENGINEER shall receive as consideration to be paid for the performance of the Services set forth in Exhibit "A", an amount to not exceed $1,192,117 said amount based, in part, on the Basis of Fee, as provided in Exhibit "B" and the hourly rates, as provided in Exhibit "C".

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

ARTICLE VI. SCOPE OF WORK

ENGINEER shall accomplish the following: Professional Engineering Services related to the Services, as provided in Exhibit "A", "Services to be Provided by Consultant".

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

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

Commercial General Liability:

Per Occurrence Single Limit: $1,000,000

General Aggregate Limit: $2,000,000

Professional Liability:

Combined Single Limit: $1,000,000

Automobile Liability:

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

Engineer shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, Professional Liability coverage, as specified above for Engineer, protecting City against losses caused by the professional negligence of the approved subcontractor or sub-consultant. The City shall be listed as a primary and noncontributory additional insured with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under those policies. Engineer shall provide a Certificate of Insurance to the City as evidence of coverage.

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

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

ENGINEER may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of ENGINEER, as set forth on Exhibit "A", attached hereto, under this Contract, provided that City approves the retaining of Sub-consultants. ENGINEER is at all times responsible to City to perform the Services as provided in this Agreement and ENGINEER is in no event relieved of any obligation under this Contract upon retainage of any approved Sub-consultant. Any agent and/or Sub-consultant retained and/or employed by ENGINEER shall be

required by ENGINEER to carry, for the protection and benefit of the City and ENGINEER and naming said third parties as additional insureds, insurance as described above required to be carried by ENGINEER in this Contract.

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

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

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

Parkhill, Smith & Cooper, Inc.
Attn: Kyle Jackson, P.E.
4222 85th St.
Lubbock, Texas 79423
Telephone (Direct): (806) 473-3624
Email: kjackson@team-psc.com

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

City of Lubbock
Attn: Neil Welch
P.O. Box 2000
1625 13th Street
Lubbock, Texas 79457
Telephone (Direct): (806) 775-3254
Email: nwelch@mylubbock.us

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

ARTICLE XIV. CITY-PROVIDED DATA

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

ARTICLE XV. MISCELLANEOUS

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

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

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

D. Assignability. ENGINEER may not assign this Contract without the prior written approval of the City.

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

F. Construction and Venue.

THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS CONTRACT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE

PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

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

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

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

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

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

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

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

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

Glen C. Robertson
Mayor

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Neil Welch, P.E.
Assistant City Engineer

Michael G. Keenum, P.E.
City Engineer

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

Parkhill, Smith & Cooper, INC.

Edwin E. "Butch" Davis, P.E.
Principal

EXHIBIT A

SERVICES TO BE PROVIDED BY CONSULTANT
For: 34th Street Reconstruction Design
From Phase 3 Slide Road to Quaker Avenue and Phase 4 Avenue Q to I-27
In Lubbock, Texas

The work to be performed under this contract by Parkhill, Smith & Cooper, Inc. (PSC), hereinafter referred to as CONSULTANT, will consist of the following services for the City of Lubbock, Texas (hereinafter referred to as the CLIENT):

SUMMARY OF SERVICES
Public involvement; individual discussion with property owners and tenants; construction drawings, specifications and opinion of probable cost (OPC); bid documents; and coordination with Texas Department of Licensing and Regulation, Texas Department of Transportation, and CLIENT, for the design of 34th Street reconstruction submitted in two plan sets; one from Slide Road to Quaker Avenue, and one from Avenue Q to I-27.

PROJECT DESCRIPTION
The Project Corridor is defined in two (2) separate packages. Phase 3 is defined as the area along 34th Street, generally within the Public Right-of-Way and from the TxDOT right-of-way east of Slide Road to Quaker Avenue in Lubbock, Texas. Phase 4 is defined as the area along 34th Street, generally within the Public Right-of-Way and from immediately east of Avenue Q to TxDOT right-of-way at Interstate 27 in Lubbock, Texas.

GENERAL PROJECT OVERVIEW
The existing section of 34th Street, within the project corridor, has deteriorating pavement, numerous driveways (most of which do not comply with City of Lubbock standards), inconsistent sidewalk patterns (much of which is damaged, inadequate, or does not comply with ADA requirements), and inadequate lighting. CLIENT wishes to reconstruct the street with concrete pavement, consolidate driveways where possible and reconstruct them to modern standards, reconstruct the sidewalks with a decorative pattern, and install new decorative street lighting.

DESIGN PHASE SERVICES
CONSULTANT shall provide the following services
General Project Management:

- Designate a Project Manager (PM), licensed to practice engineering in the State of Texas, to be responsible for the overall project development, deliverable construction documents, and successful prosecution of the contract bidding and award process.
- Conduct a project kick-off meeting with CLIENT and TxDOT with the following objectives
    - Explore/determine potential design and scheduling constraints
    - Identify design criteria and primary stakeholders
    - Establish a preliminary plan for project development including the following:
        - Stakeholder meetings and public involvement strategy
        - Schedule of deliverables

        - Construction budgets and funding mechanisms
        - Invoicing; and any special considerations.
- Be responsible for project oversight and the daily management of this Project.
- Provide frequent and appropriate communication between CONSULTANT, CLIENT, and other interested parties to expedite completion of the Project, including the following:
    - Routine correspondence and informal meetings involving stakeholders such as CLIENT, adjacent landowners, and other firms working for CLIENT.
    - If directed by CLIENT to conduct a public meeting, CONSULTANT shall schedule the venue and time, publish advance notices, and prepare all technical exhibits to be displayed for public meetings at the direction of CLIENT. CONSULTANT shall present and/or provide technical documentation for public and City Council meetings as directed by CLIENT. CONSULTANT, if directed by CLIENT, will be the principal contact for public/private inquiries regarding the project. CONSULTANT shall provide assistance when called upon by supplying CLIENT with the necessary data to support the public information program.

Data Collection and Research

- Conduct project site visits, photograph, and document existing features applicable to design
- Utilize existing records, as-built information and surface indicators to identify existing overhead and underground utilities (Quality level C)
- Where necessary, expose and survey existing underground utilities (Quality level A)
- Research property ownership and identify shared access locations and right-of-way constraints
- Conduct up to two (2) utility coordination meetings
- Follow up and document one-on-one communication with utility agencies
- Send certified letters to all Utilities in the Project

Public Involvement

- Identify and build database of current property owners and tenants
- Mail letters to current property owners and tenants showing the proposed construction plan and its effect on their access
- Conduct and document individual meetings, as necessary, with property owners and tenants
- Discuss and document with applicable property owners their preference for greenspace adjacent to property
- Coordinate and Conduct one (1) Public Meeting

Plans, Specifications and Estimate

- Develop two (2) separate plan set Packages in accordance with the latest requirements, standards, manuals, and policies of the City of Lubbock and Texas Department of Licensing and Regulation, or other publications where applicable
- Analyze and document existing drainage condition and compare effects with proposed design
- Provide hydraulic model separate from construction drawings
- Provide up to six (6) plan sets for each submittal at 60%, 90%, and 100% review for each Package. Major items included in the plans:
    - Removal Plan
    - Plan and Profile
    - Intersection Layouts

    - Traffic Control and Phasing Plan
    - Drainage Plan
    - Sidewalk Plan
    - Illumination Plan
    - ITS Plan
    - Erosion Control Plan
    - Signage and Pavement Markings Plan
    - Parking Lot Modification Plan
    - Summary Sheets
- Provide specifications, general notes, and bid form for inclusion into City of Lubbock construction contract
- Provide estimated time of construction schedule
- Provide updated opinion of probable construction cost at each submittal
- Provide cross-sections sheets separate from construction drawings

Bid-Phase Services

- Coordinate and attend meetings with the Client to discuss bid
- Assemble Bid Packages
- Convert Plans to PDF Format for Bidding
- Transfer Information to City Purchasing Department
- Respond to Contractor's Questions
- Prepare Bid Tabulation Sheets and Assist with Bid Evaluation

Construction-Phase Services

- Construction-phase services not included in scope

Exhibit B: Basis of Fee

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET (Billing Rates)

LOCATION CODE: 01
PROJECT NAME: 34th Street - Phases 3 and 4
JOB NO.: NA
TASK: NA
DATE: 12/01/15

FEE TYPE: Hourly Rate w/Max
PREPARED BY: KJ
PRINCIPAL: JTH
PROJ. MANAGER: KJ

MARKUP ON REIMB: 10.00%
MARKUP ON DIRECTS: 10.00%

TOTAL FEE:	**$1,192,117**	LABOR:	$600,424
LABOR:	$600,424	DIRECTS:	$588,586
		SUBTOTAL:	$1,189,010
REIMBURSABLE. CONSULTANTS:			
REIMBURSABLE. EXPENSES:	$3,107	REIMB.	$3,107
DIRECT CONSULTANTS:	$588,586		
DIRECT EXPENSES:		**TOTAL FEE:**	**$1,192,117**

LABOR BUDGETS:

DESCRIPTION	LABOR CODE	SS or PL Level	HOURS	RATE	COSTS
EOD / Sector Director Civil/Str.	X1	PL VII	36	$220.00	$7,920
Project Manager Civil/Struct	X6	PL V	985	$176.00	$173,360
Prof Eng II Civil/Struct	X8	PL IV	368	$144.00	$52,992
Eng III-1 Civil/Struct	Y3	PL III	1,702	$122.00	$207,644
Clerical Supervisor	W2	PL I	1,442	$92.00	$132,664
Project Assistant (PASS) I	P5	SS III	188	$89.00	$16,732
RPR III	R2	PL III	68	$134.00	$9,112

FEE ESTIMATING SHEET	PROJECT:	34th Street - Phases 3 and 4	JOB NO.:	NA	TASK:	NA			
SALARY	Discipline, Title, Labor Code, Rates								
	1	2	3	4	5	6	7		
Staff Discipline --->	Civil_Struct	Civil_Struct	Civil_Struct	Civil_Struct	CADD_PASS_Clerical	CADD_PASS_Clerical	RPRs_Techs		
Staff Title --->	EOD / Sector Director Civil/Str.	Project Manager Civil/Struct	Prof Eng II Civil/Struct	Eng III-1 Civil/Struct	Clerical Supervisor	Project Assistant (PASS) I	RPR III		
Support Staff (SS) or Professional Level (PL)--->	PL VII	PL V	PL IV	PL III	PL I	SS III	PL III		
Labor Code --->	X1	X6	X8	Y3	W2	P5	R2		
Billing Rate --->	$220.00	$176.00	$144.00	$122.00	$92.00	$89.00	$134.00		
TASK	TRIPS								TOTAL
Task 1 - General Project Management	2	16	16						32
Prepare Monthly Status Report and Invoice			16						16
Internal QA/QC prior to Submittals			96	60					156
Coordinate with TxDOT and COL Departments		4	32	12	16	4	4		72
Task 1 Subtotal Hours and Cost	2	20	160	72	16	4	4		276
Task 2 - Data Collection/Research									
Gather as-built and other applicable plans			3		12	10			25
Coordinate Subsurface Utility Subconsultant		4	18		16	8			46
Conduct Utility Coordination Meetings (2)	2	4	16		16	16	4		56
Followup/Document Utility Discussions	8		16		16	12	2		46
Coordinate w/ Surveyor on Limits and Needs			12		16	24			52
Update Property Owner Database	2		4		32		32		68
Task 2 Subtotal Hours and Cost	12	8	69		108	70	38		293
Task 3 - Public Involvement									
Update Property Owner Database	1		2		16		16		34
PSC Schedule, Coordinate and Prepare Owner/Tenant Survey	Task performed under previous contract								
Door to Door Strategy Meeting	Task performed under previous contract								
Conduct Door to Door Introductions	Task performed under previous contract								
Prepare, Coalate, and Mail Driveway Letters			16		16	8	32		72
One-on-One Driveway Meetings with Business Owners (assume 15)	30	4	30	8	50	8	8		108
Coordination Meetings with City Staff on Driveway Issues	2		4		4	8			16
Respond to citizens emails and phone inquiries			30		2	4			36
Task 3 Subtotal Hours and Costs	33	4	82	8	88	28	56		266
Task 4: Conceptual Design Phase									
Schedule, Coordinate, and Prepare Draft Agenda for Concept Meeting	Task performed under previous contract								
Prepare Exhibits, PowerPoint, Handouts, Registration	Task performed under previous contract								
Conduct Public Concept Meeting	Task performed under previous contract								
Attend Concept Meeting Debrief Meeting	Task performed under previous contract								
Prepare and Distribute Meeting Summary	Task performed under previous contract								
Develop Proposed Typical Sections	Task performed under previous contract								
Develop proposed driveway concepts	Task performed under previous contract								
Develop Proposed access sharing concepts	Task performed under previous contract								
Develop proposed access and parking layouts for all businesses	Task performed under previous contract								
Meet w/City Staff to present driveway, access and parking solutions	Task performed under previous contract								
Evaluate viability of median improvements at intersection	Task performed under previous contract								
Identify opportunities to insert bus pull outs along corridor	Task performed under previous contract								
Identify opportunities to insert bike access within and across corridor	Task performed under previous contract								
Identify sidewalk, pedestrian crossing, and ADA Alternatives	Task performed under previous contract								
Identify street lighting opportunities	Task performed under previous contract								
Identify pedestrian lighting opportunities	Task performed under previous contract								

FEE ESTIMATING SHEET	PROJECT:	34th Street - Phases 3 and 4	JOB NO.:	NA	TASK:	NA

SALARY	Discipline, Title, Labor Code, Rates						
	1	2	3	4	5	6	7
Staff Discipline --->	Civil_Struct	Civil_Struct	Civil_Struct	Civil_Struct	CADD_PASS_Clerical	CADD_PASS_Clerical	RPRs_Techs
Staff Title --->	EOD / Sector Director Civil/Str.	Project Manager Civil/Struct	Prof Eng II Civil/Struct	Eng III-1 Civil/Struct	Clerical Supervisor	Project Assistant (PASS) I	RPR III
Support Staff (SS) or Professional Level (PL)--->	PL VII	PL V	PL IV	PL III	PL I	SS III	PL III
Labor Code --->	X1	X6	X8	Y3	W2	P5	R2
Billing Rate --->	$220.00	$176.00	$144.00	$122.00	$92.00	$89.00	$134.00

Coordinate with City Traffic Engineering to identify Signal needs	Task performed under previous contract								
Develop Preliminary Conceptual Schematic	Task performed under previous contract								
Develop preliminary traffic control plan for each alternative considered	Task performed under previous contract								
Hardscape Design Concepts for Sidewalks and Driveways	Task performed under previous contract								
Create final Conceptual Schematic	Task performed under previous contract								
Calculate Cost Estimate for Preferred Alternative	Task performed under previous contract								
Task 4 Subtotal Hours and Costs									
Task 5 - Design and Construction Documents									
CADD Project Set up, to include Geopak, Pattern, Criteria Files				4	16	32			52
Cut Plan & Profile and Double Plan Sheets					10	16			26
Cut Intersection Layout Sheets					12	12			24
Detail Existing Roadway Typical Sections			4		6	12			22
Detail Proposed Roadway Typical Sections			4		8	16			28
Title Sheet			2			4			6
Index of Sheets			4	2	10	6			22
Project Layout Sheet					4	2			6
Horizontal and Vertical Design			80		320				400
Horizontal Control and Curve Data Sheet					6	6			12
Detail and Annotate Plan & Profile Sheets			32		56	340			428
Design, Detail and Annotate Intersection Layouts			32		80	88			200
Design, Detail and Annotate Alley and Driveway Layouts			8		16	32			56
Design, Detail and Annotate Shared Parking Access			32	8	32	32			104
Design, Detail and Annotate Sidewalk & ADA Ramps			8	44	44	80			176
Miscellaneous Pavement Details			8	4	32	32			76
Cross-section Design			48		100				148
Plot and Review Design Cross Sections			16		32	56			104
Caclulate Roadway Quantities			16	16	56	20			108
Detailed Removal Plans	2		8	4	40	40			92
Specifications and Special Conditions			32	16	24			48	120
Standard Sheets			4	2	16	16			38
Exchange Information with HRA for Drainage Design			24		40	80			144
Inventory of Existing Signs	2		2		16	16			34
Summary of Existing Signs			2		4	8			14
Pvmt Marking and Signing Layout			16		80	32			128
Sign/Miscellaneous Detail Sheets			2		4	8			14
Non-standard Sign Detail Sheets			4		4	8			16
Calculate Signing and Pavement Marking Quantities			2		20	12			34
Signing and Pavement Marking Standard Sheets			2		4	8			14
Specifications, General Notes for Signs/Markings			2		8				10
Illumination and ITS Layout			4	8	12	12			36
Electric Service Coordination with Utility			2	4	2	4			12
Electrical Design and Calculations			4	32	6	56			98
Select and Integrate Standard ITS Details			2	8		8			18
Electrical Standards				2		8			10
TCP Layout Sheets					20	20			40
Sequence Narrative			8		16	2			26
Detours and TCP Typical Sections			4		32	16			52
Miscellaneous Traffic Control Details			2		8	8			18
Calculate TCP Quantities			3		40	8			51
TCP Standard Sheets			2		8	16			26

FEE ESTIMATING SHEET	PROJECT:	34th Street - Phases 3 and 4	JOB NO.:	NA	TASK:	NA			
SALARY	Discipline, Title, Labor Code, Rates								
	1	2	3	4	5	6	7		
Staff Discipline --->	Civil_Struct	Civil_Struct	Civil_Struct	Civil_Struct	CADD_PASS_Clerical	CADD_PASS_Clerical	RPRs_Techs		
Staff Title --->	EOD / Sector Director Civil/Str.	Project Manager Civil/Struct	Prof Eng II Civil/Struct	Eng III-1 Civil/Struct	Clerical Supervisor	Project Assistant (PASS) I	RPR III		
Support Staff (SS) or Professional Level (PL)--->	PL VII	PL V	PL IV	PL III	PL I	SS III	PL III		
Labor Code --->	X1	X6	X8	Y3	W2	P5	R2		
Billing Rate --->	$220.00	$176.00	$144.00	$122.00	$92.00	$89.00	$134.00		
Tabulate Cost Estimates at 60, 90, 100% Submittals			14	14	56	28			112
SW3P Design and Details			4		48	32			84
Construction Schedule			16					16	32
Print/Coallate/Bind Plan Submittals at 60, 90, 100% &	8					48			48
TDLR ADA Plan Review Processing (RAS)			2	6					8
Attend Design Meetings (Assume 6 @ 2hr each)			12	12	12		8		44
Attend Submittal Reviews (Assume 6 @ 4hr each)	6		24	24	24		8		80
Prepare Meeting Agendas and Minutes			24				16		40
Attend Public Meeting Planning Meeting	1		4	4	4				12
Schedule, Coordinate, and Prepare Draft Agenda			4	2			4		10
Prepare Notice, Mailing Labels, Mail Processing			2		8		12		22
Prepare Exhibits, PowerPoint, Handouts, Registration			48	10	8	16	4		86
Conduct/Attend Open House & Public Meeting	1		18	10	12	12	4	4	60
Attend Public Meeting Debrief Meeting	1		6		6				12
Prepare and Distribute Meeting Summary			4				2		6
Task 5 Subtotal Hours and Cost	21		607	236	1422	1308	58	68	3,699
Task 6 - Bid Phase Services									
Coordinate, attend 4 meetings with the City to discuss bid	4	4	12	8	8				32
Coordinate with Subconsultants			8		8				16
Assemble Bid Packages			4		32	32	16		84
Convert Plans to PDF format for Bidding					4		4		8
Transfer Information to City Purchasing Dept			4				4		8
Respond to Questions from Bidders			32	32	16				80
Attend Pre-Bid Meeting at City of Lubbock			4	4			4		12
Prepare Bid Tabulation Sheets and Assist with Bid Evaluation			3	8			4		15
Task 6 Subtotal Hours and Cost	4	4	67	52	68	32	32		255
Task 7 - Construction Phase Services									
Services to be negotiated if requested by City of									
Task 7 Subtotal Hours and Cost									
BUDGET SUBTOTALS: HOURS/ Trips -	72	36	985	368	1702	1442	188	68	4789
SALARY		$7,920	$173,360	$52,992	$207,644	$132,664	$16,732	$9,112	$600,424

FEE ESTIMATING SHEET	PROJECT: 34th Street - Phases 3 and 4	TASK: NA
REIMBURSABLES		

REIMBURSABLE CONSULTANT COSTS	SUBTOTAL
511 Structural Consultant	
512 Mech/Elec Consultant	
513 Environ/Civil Consultant	
514 Architectural Consultant	
515 Testing Consultant (Geotech, CMT, TAB, etc.) (Included in previous project scope)	
516 Surveying/Drainage Consultant (See Exhibit B-1)	
518 Other Consultant - Kitchen / Food Consultant	
518 Other Consultant - Acoustical Consultant	
518 Other Consultant - Existing Pavement Cores (Estimated - See Exhibit B-2)	
518 Other Consultant - Subsurface Utility Engineer (See Exhibit B-3 and B-4)	
TOTAL REIMBURSABLE CONSULTANTS	

REIMBURSABLE EXPENSES										
521 Travel										
Motel	Days @			Men @		/Man-day	=			
Air Travel	Air Fare @			Men @		/Man	=			
Parking	Days @			/Day			=			
Car Rental	Days @			/Day			=			
Mileage	19 Miles @		$0.560	@		72 Trips	=	$766.08		
								SUBTOTAL		$766
522 Reproductions										
Blackline / Color Plots										
34" x 22"		Shts @		$2.50	/Sht	@	Sets =			
36" x 24"		Shts @		$2.75	/Sht	@	Sets =			
42" x 30		Shts @		$3.25	/Sht	@	Sets =			
Other		sf @		$0.55	/sf	@	Sets =			
Mounting Foam Board	2	Boards @		$10.00	/ea	@		$20.00		
Printing:										
Set Up Fee		Originals @		$0.15	/Sht	@	Submittals =			
8-1/2" x 11" B&W		Originals @		$0.09	/Sht	@	Sets =			
8-1/2" x 11" Color		Originals @		$0.55	/Sht	@	Sets =			
11" x 17" B&W	400	Originals @		$0.18	/Sht	@	20 Sets =	$1,440.00		
11" x 17" Color		Originals @		$1.05	/Sht	@	Sets =			
Binding Cost	40	Sets @		$2.00	/Set		=	$80.00		
Laminating		Shts @		$2.00	/Sht		=			
Scan to file										
Burn to CD/DVD	2	CD/DVD @		$13.50	/each		=	$27.00		
Scan Specs	2	Originals @		$0.15	/Sht		=	$0.30		
Scan Drawings	2	Originals @		$1.50	/Sht		=	$3.00		
								SUBTOTAL		$1,570
523 Models/Renderings/Photos				Shots @		/Shot				
524 Telephone		Calls @		/Call						
525 Meals	5 Days @			4 Men @		$10.00 /Man-day				$200
526 Field Supplies										
528 Postage	180 Mailings @			$0.49 /Mailing		(Standard)				$88
528 Postage		Mailings @		/Mailing		(Overnight)				
530 Misc Reimbursable Exp										$200
532 Temporary Personnel										
536 Field Equip Rental										
539 TDLR Review / Inspection Fees										
543 NM Gross Receipt Tax										
TOTAL REIMBURSABLE EXPENSES										$2,825

FEE ESTIMATING SHEET DIRECTS	PROJECT: 34th Street - Phases 3 and	JOB NO. NA	TASK: NA

DIRECT CONSULTANT COSTS	SUBTOTAL
611 Structural Consultant	
612 Mech/Elec Consultant	
613 Environ/Civil Consultant	
614 Architectural Consultant	
615 Testing Consultant (Geotech, CMT, TAB, etc.) (Included in previous project scope)	
616 Surveying/Drainage Consultant (See Exhibit B-1)	$468,978
618 Other Consultant - Kitchen / Food Consultant	
618 Other Consultant - Acoustical Consultant	
618 Other Consultant - Existing Pavement Cores (Estimated - See Exhibit B-2)	$10,000
618 Other Consultant - Subsurface Utility Engineer (See Exhibit B-3 and B-4)	$56,100
TOTAL DIRECT CONSULTANTS	$535,078

DIRECT EXPENSES							
621 Travel							
Motel	Days @		Men @		/Man-day	=	
Air Travel	Air Fare @		Men @		/Man	=	
Parking	Days @		/Day			=	
Car Rental	Days @		/Day			=	
Mileage	Miles @	$0.560	@	72	Trips	=	
						SUBTOTAL	
622 Reproductions							
Blackline Prints							
34" x 22"	Shts @		$2.50 /Sht	@		Sets =	
36" x 24"	Shts @		$2.75 /Sht	@		Sets =	
42" x 30	Shts @		$3.25 /Sht	@		Sets =	
Other	sf @		$0.55 /sf	@		Sets =	
Mounting Foam Board	Boards @		$10.00 /ea	@			
Printing:							
Set Up Fee	Originals @		$0.15 /Sht	@		Submittals =	
8-1/2" x 11" B&W	Originals @		$0.09 /Sht	@		Sets =	
8-1/2" x 11" Color	Originals @		$0.55 /Sht	@		Sets =	
11" x 17" B&W	Originals @		$0.18 /Sht	@		Sets =	
11" x 17" Color	Originals @		$1.05 /Sht	@		Sets =	
Binding Cost	Sets @		$2.00 /Set			=	
Laminating	Shts @		$2.00 /Sht			=	
Scan to file							
Burn to CD/DVD	CD/DVD @		$13.50 /each			=	
Scan Specs	Originals @		$0.15 /Sht			=	
Scan Drawings	Originals @		$1.50 /Sht			=	
						SUBTOTAL	
623 Models/Renderings/Photos			Shots @		/Shot		
624 Telephone	Calls @		/Call				
625 Meals	Days @		Men @		/Man-day		
626 Field Supplies							
628 Postage	Mailings @		/Mailing	(Standard)			
628 Postage	Mailings @		/Mailing	(Overnight)			
630 Misc Reimbursable Exp							
632 Temporary Personnel							
636 Field Equip Rental							
639 TDLR Review / Inspection Fees							
643 NM Gross Receipt Tax							
						TOTAL DIRECT EXPENSES	

WORKSHEET 2

	HUGO REED AND ASSOCIATES, INC.													14-Jan-16
	Task	Principal In Charge	Engr or Surveying Project Manager	Senior Reg Prof Land Surveyor	Senior Prof Engineer	Prof Engr	Development Coordinator	EIT	Tech or Survey Crew Manager	Senior CADD Tech	Researcher	Survey Crew	Total Hours	Total Extension ($)
	<<<<<<<<<<< Rates >>>>>>>>>>>	$158	$150	$147	$147	$120	$150	$95	$90	$78	$70	$158		
	Task 1 - Project Management													
A	Attend Project Design Meetings (assume 6 meetings @ 2 hours/mtg)		24		24	12							60	$ 8,568
B	Attend Review Meetings - 60% & 90% and 100% @ 3 hrs./mtg.		18		18	18							54	$ 7,506
C	Prepare Monthly Status Report and Invoice (assume 16)	4	16		36								56	$ 8,324
D	Internal QA/QC Prior to 90% & 100% Submittals	6	64										70	$ 10,548
E	Coordination with Prime		40										40	$ 6,000
F	Project Site Visits		16					32					48	$ 5,440
G	Misc. Property Owner Meetings - 1.0 Mile	40											40	$ 6,320
H	Attend Pre-Construction Public Meeting	8	8					8					24	$ 3,224
	Task 1 - Project Management Subtotal Hours/Costs	**58**	**186**	**0**	**78**	**30**	**0**	**40**	**0**	**0**	**0**	**0**	**392**	**$ 55,930**
	Task 2 - Data Collection/Research													
A	Review existing as-built plans		8		8			14					30	$ 3,706
B	Identify existing shared access locations	2	4	4	14			28					52	$ 6,222
C	Identify known constraints within the corridor	6	10	4	8		8	8			8		52	$ 6,732
D	Research property ownership and tenants	8	2								58		68	$ 5,484
E	Update ownership & tenant spreadsheet	4									28		32	$ 2,592
F	Update ownership & property usage map	4								44	8		56	$ 4,624
G	Locate Section Corners to Establish Alignment		8									16	24	$ 3,728
H	Establish Existing Rights-of-Way (Locate Property Corners)		16							27		72	115	$ 15,882
I	Develop Right-of-Way Basemap (Survey Accurate)		25							105				$ 11,940
J	Detail Survey of Quaker Ave. Intersection, 500' South & North, Including Pavement Markings		2									16	18	$ 2,828
K	Detail Survey of 29th Drive Intersection, 500' North, Including Pavement Markings		2									16	18	$ 2,828
L	Detail Survey of Slide Road Intersection, 500' South & North, Including Pavement Markings		2									16	18	$ 2,828
M	Detail Survey of Avenue Q Intersection, 500' South & North, Including Pavement Markings		2									20	22	$ 3,460
N	Detail Survey of Interstate 27 Intersection, 500' South & North, Including Pavement Markings, to West Curbline of Southbound Access Road		2									12	14	$ 2,196
O	Topographic/Improvement Survey of 34th Street Corridor from Slide Rd to Quaker Ave and Avenue Q to I-27, including every cross street back to first alley. Pick up driveways and parking lots to include parking spaces and improvements to face of buildings.		16						40			270	326	$ 48,660
P	Locate Surface Evidence of Existing Utilities including Manholes with Inverts, Water Valves, Gas Valves, etc.		4									54	58	$ 9,132
Q	Locate Geotechnical Test Holes		4									8	12	$ 1,864
R	Process all Field Survey Data, Development of Microstation Files for Roadway Design, Develop 3-D Terrain Model of Project				40			20		160			220	$ 20,260
S	Party Chief, Office Calculations, Record Keeping								125				125	$ 11,250
T	RPLS, Supervision, Data Processing, Calculations and Record Keeping			42					131				173	$ 17,964

PAVING DESIGN - QUAKER TO SLIDE ROAD

EXHIBIT B-1
ESTIMATE OF TASKS AND MAN-HOURS
34TH STREET

CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES

WORKSHEET 2

HUGO REED AND ASSOCIATES, INC. 14-Jan-16

	Task	Principal In Charge	Engr or Surveying Project Manager	Senior Reg Prof Land Surveyor	Senior Prof Engineer	Prof Engr	Development Coordinator	EIT	Tech or Survey Crew Manager	Senior CADD Tech	Researcher	Survey Crew	Total Hours	Total Extension ($)
	<<<<<<<<<<<< Rates >>>>>>>>>>>>	$158	$150	$147	$147	$120	$150	$95	$90	$78	$70	$158		
U	**Prepare Drainage Easements**			14					7	18			39	$ 4,092
V	**Prepare Right of Entry Documents**	12	4	20					8	8	56		108	$ 10,700
W	Prepare Pedestrian Access Easements			48						40		96	184	$ 25,344
X	Obtain and Review As-built Plans, Hydraulic Studies, etc.				16			24					40	$ 4,632
Y	Research all known Water and Sewer utilities within the corridor							40					40	$ 3,800
	Task 2 Subtotal Hours / Costs	**36**	**111**	**132**	**86**	**0**	**8**	**134**	**311**	**402**	**156**	**596**	**1842**	**$ 232,748**
	Task 4 - Design and Construction Documents													
A	**Utility Coordination**													
A1	Prepare for and Attend Two (2) Utility Coordination Meetings		16			16							32	$ 4,320
A2	Coordinate with SUE Consultant		20										20	$ 3,000
A3	Coordinate with Utility Companies for Relocation		20					80					100	$ 10,600
A4	Prepare and provide project control to SUE		2										2	$ 300
A5	Measure Depths of Exposed Utilities slated for relocation		8						24			40	72	$ 9,680
A6	Reduce Survey data, prepare and document for use in Coordination		16							40			56	$ 5,520
A7	Inspect Placement of Relocated Utilities		10										10	$ 1,500
A8	Survey and Document Location of Relocated Utilities		8						8			16	32	$ 4,448
	Utility Coordination Subtotal Hours/Costs	**0**	**100**	**0**	**0**	**16**	**0**	**80**	**32**	**40**	**0**	**56**	**324**	**$ 39,368**
B	**Drainage Design and Construction Documents**													
B1	Coordinate with Prime to Establish Roadway Profile		24		8			60					92	$ 10,476
B2	Review Preliminary Profiles with City		8		8			8					24	$ 3,136
B3	Adjust Drainage Area Map to Correspond with Topo and Design							32		16			48	$ 4,288
B4	Hydrologic and Hydraulic Modeling of Corridor (No Impact Analysis, Storm Sewer Systems within Corridor will not be included in Pre-Project and Post-Project Models, Modifications to Existing Storm Sewer Infrastructure Not Anticipated)		20		40	102		200					362	$ 40,120
B5	Prepare Hydrologic and Hydraulic Data Sheet		16		16			32		32			96	$ 10,288
B6	Miscellaneous Drainage Details				16	44				44			104	$ 11,064
B7	Specifications and Special Conditions		32										32	$ 4,800
B8	Cost Estimates at 60, 90 and 100 Percent Submittals	2	44					24					70	$ 9,196
B9	Plan Submittals at 60, 90 and 100 Percent	4	16					64		64			148	$ 14,104
	Drainage Design and Construction Documents	**6**	**160**	**0**	**88**	**146**	**0**	**420**	**0**	**156**	**0**	**0**	**976**	**$ 107,472**
C	**Pre-Construction Public Involvement**													
C1	Attend Public Meeting Planning Meeting	4	4										8	$ 1,232
C2	Prepare Exhibits, PowerPoint, Handouts, Registration	2	2										4	$ 616
C3	Attend Open House and Public Meeting	8	8				8						24	$ 3,664
C4	Attend Public Meeting Debrief	6	6										12	$ 1,848
	Pre-Construction Public Involvement Subtotal Hours/Costs	**20**	**20**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**48**	**$ 7,360**
	Task 4 - Design and CD's Subtotal Hours / Costs	**26**	**280**	**0**	**88**	**162**	**8**	**500**	**32**	**196**	**0**	**56**	**1348**	**$154,200**
	Task 5- Bid Phase Services													
A	Coordination with City		4										4	$ 600
B	Attend Two (2) Meetings with the City to Discuss Bid		12										12	$ 1,800
C	Coordination with Bidders - Respond to Questions		20										20	$ 3,000
	Task 5 - Bid Phase Services Subtotal Hours/Costs	**0**	**36**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**36**	**$ 5,400**
	Subtotal Worksheet 2 Hours and Costs	**120**	**813**	**132**	**252**	**192**	**16**	**674**	**343**	**598**	**156**	**652**	**3618**	**$ 448,278**
	Expenses (Worksheet 5) for Task 2													**$ 20,700**
	HRA Basic Services	$ 18,960	$ 91,950	$ 19,404	$ 37,044	$ 23,040	$ 2,400	$ 64,030	$ 30,870	$ 46,644	$ 10,920	$ 103,016		**$ 468,978**

WORKSHEET 5

HUGO REED AND ASSOCIATES, INC. 12/01/15

Subconsultant Expenses	Qty	Unit	Unit Price	Total
Task 2 - Data Collection/Research				
G.P.S. Equipment - Trimble 5800	90	days	$200.00	$18,000
Task 2 - Subtotal Reimbursable Expenses				$18,000
0.15 multiplier for reimbursables				$2,700
Total Hugo Reed and Associates Expenses				**$20,700**

Exhibit B-3

2015 Construction Materials Testing
Fee Schedule

CMT Engineering, Inc
12804 County Road 2500
Lubbock TX 79404
Office (806) 771-7283
Fax (806) 771-7062

Date: Effective 1-1-2015

Laboratory Tests	
Soils	**Fee**
Standard Proctor (4" mold)	$ 160.00
Standard Proctor (6" mold)	$ 210.00
Modified Proctor (4" mold)	$ 210.00
Modified Proctor (6" mold)	$ 260.00
Atterberg Limits	$ 70.00
Classification of soils (inc washed grad)	$ 75.00
Dry Gradation	$ 60.00
Washed Gradation	$ 75.00
Moisture content	$ 10.00
Resistivity	$ 350.00
Soil Cement Series	$ 1,200.00
Flex Base	
Standard Proctor (6" Mold)	$ 210.00
Modified Proctor	$ 260.00
Bulk Gravity / Moisture Correction	$ 50.00
Wet Ball Mill	$ 250.00
Atterberg Limits	$ 70.00
Bar Linear Shrinkage	$ 50.00
Dry Gradation	$ 60.00
Washed Gradation	$ 75.00
Moisture content	$ 10.00
Triaxial (Strength only)	$ 1,250.00
Triaxial (Strength and Class)	$ 1,600.00
Aggregates	
Dry Gradation	$ 60.00
Washed Gradation	$ 75.00
Moisture content	$ 10.00
Magnesium Soundness	$ 350.00
L.A. Abrasion	$ 325.00
Flat and Elongated	$ 100.00
Crushed Face Count	$ 75.00
Decant	$ 75.00
Deleterious	$ 75.00
Resistivity	$ 350.00
Sand	
Dry Gradation	$ 60.00
Washed Gradation	$ 75.00
Fineness Modulus	$ 70.00
ASR- Acid Insoluble Residue	$ 350.00
Inorganic Impurities -Color Test	$ 100.00
Sand Equivalent	$ 125.00

Laboratory Tests	
Hot Mix	
Asphalt Content (Ignition) / Gradation	$ 160.00
TxDOT Gyratory (set of 3)	$ 160.00
Marshal Lab Density (set of 3)	$ 140.00
Marshal Stability / Flow (set of 3)	$ 140.00
Max Theoretical Density / Rice Gravity	$ 130.00
Core Thickness Test	$ 10.00
In Place Density (from cores)	$ 35.00
Dense Graded Hot Mix Design (Type B, C, or D)	$ 2,300.00
Dense Graded Hot Mix Design w/Hamburg	$ 2,600.00
High Performance Hot Mix Design (SMA, CMHB, P401)	$ 2,600.00
High Performance Hot Mix Design w/Hamburg	$ 2,900.00
Hamburg Wheel Tracking	$ 500.00
Boil Test	$ 100.00
Abson Recovery W extraction	$ 250.00
Asphalt Pen	$ 75.00
Asphalt Elastic Recovery	$ 275.00
Viscosity	$ 75.00
DSR	$ 150.00
Indirect Tensile	$ 70.00
Distributor Calibration $750 tank/$15 per nozzle	
Concrete	
Concrete Mix Design	$ 600.00
Concrete Laboratory Trial Batch	$ 250.00
Flexural Testing of Beams	$ 30.00
C1260 / 1567	$ 1,000.00
Concrete Plant Inspection $650/$60 per truck	
Field Testing*	
Nuclear Field Density (3 min)	$ 25.00
Field Resistivity Wenner Four Point	$ 1,000.00
Flex Base depth Check	$ 45.00
Asphalt Core (up to 3") Additional $15 per inch	$ 60.00
Asphalt Thin lift nuclear gauge (hrly)	$ 50.00
Slump	$ 25.00
Entrained Air	$ 35.00
Temperature	$ 5.00
Fresh Concrete Unit Weight	$ 35.00
Making Cylinders (ea) (4 min) Incld breaks	$ 30.00
Concrete Cores per inch (min 4")	$ 25.00
Making Beams (ea) (4 min) Incld breaks	$ 60.00
Technician / Engineering / Administrative	
Technician Hourly (Two hour minimum)	$ 59.00
Technician Overtime Hourly**	$ 69.00
Level 1A (within 30 miles of CMT Lubbock office) Daily	$ 625.00
Level 1B (within 30 miles of CMT Lubbock office) Daily	$ 625.00
Level 1A or 1B (Weekends) add $100 Daily	
Senior Professional Engineer Hourly	$ 185.00
Professional Engineer Hourly	$ 150.00
Administrative/Clerical (1 hr minimum monthly)	$ 59.00
Mileage	
Outside Lubbock - Vehicle (per mile)	$ 0.60

* Field testing is billed in addition to Tech hourly rates
** Hourly rates apply portal to portal, between 8:00 am and 5:00 pm, Monday through Friday. Overtime rates will be applied when services are provided outside of the before mentioned hours.

THE RIOS GROUP

Exhibit B-3

Estimate for Subsurface Utility Engineering

PSC - 34th St. (Slide to Quaker)

Table 1

Direct Expenses	Rate	Units	Unit Description		Sub-Total	Notes
Admin./Permit	$500.00	1.0	LS		$ 500.00	for QLA
Mobilization	$2,000.00	1.0	LS		$ 2,000.00	for QLA
Traffic Control	$1,200.00	2.0	Daily		$ 2,400.00	for QLA
Survey	$1,750.00	0.0	Daily		$ -	
Sub-Total						$ 4,900.00

QL "B","C&D"	Rate	Units	Unit Description		Sub-total	
QL "B" by LF	$1.25	14000.0	LF		$ 17,500.00	
QL "B" Daily	$2,500.00	0.0	Daily		$ -	
QL "C&D"	$0.35	4000.0	LF		$ 1,400.00	
Sub-Total						$ 18,900.00

SUE QL "A" (Test Holes)

Depth	In Pavement Using Coring Machine	Assumed Quantity	Outside Pavement	Assumed Quantity		
0-4 ft.	$ 1,050.00	0	$ 850.00	0	$ -	
4-8 ft.	$ 1,350.00	5	$ 1,150.00	0	$ 6,750.00	
8-12 ft.	$ 1,650.00	0	$ 1,450.00	0	$ -	
12-18 ft.	$ 2,500.00	0	$ 2,300.00	0	$ -	
QL "A" Daily	$ 3,300.00	0.0	Daily		$ -	
QL "A" Sub-Total		**5**		**0**		$ 6,750.00
				Total Estimated Cost =		**$ 30,550.00**

NOTES:
1) QLB scope area will include the ROW of 34th St. and 100' (from 34th ROW) up each sidestreet.
2) QLA test holes are assumed to be within paved area and non-routine (arrow boards, flaggers, etc.) traffic control will be needed.
3) Aerial utilities are NOT included in the scope.
4) Survey is included in the unit rate for QLB and QLA.

THE RIOS GROUP

Exhibit B-4

Estimate for Subsurface Utility Engineering

PSC - 34th St. (Ave. Q to IH 27)

Table 1

Direct Expenses	Rate	Units	Unit Description		Sub-Total	Notes
Admin./Permit	$500.00	1.0	LS		$ 500.00	for QLA
Mobilization	$2,000.00	1.0	LS		$ 2,000.00	for QLA
Traffic Control	$1,200.00	2.0	Daily		$ 2,400.00	for QLA
Survey	$1,750.00	0.0	Daily		$ -	
Sub-Total						$ 4,900.00

QL "B","C&D"	Rate	Units	Unit Description		Sub-total	
QL "B" by LF	$1.25	10000.0	LF		$ 12,500.00	
QL "B" Daily	$2,500.00	0.0	Daily		$ -	
QL "C&D"	$0.35	4000.0	LF		$ 1,400.00	
Sub-Total						$ 13,900.00

SUE QL "A" (Test Holes)

Depth	In Pavement Using Coring Machine	Assumed Quantity	Outside Pavement	Assumed Quantity		
0-4 ft.	$ 1,050.00	0	$ 850.00	0	$ -	
4-8 ft.	$ 1,350.00	5	$ 1,150.00	0	$ 6,750.00	
8-12 ft.	$ 1,650.00	0	$ 1,450.00	0	$ -	
12-18 ft.	$ 2,500.00	0	$ 2,300.00	0	$ -	
QL "A" Daily	$ 3,300.00	0.0	Daily		$ -	
QL "A" Sub-Total		5		0		$ 6,750.00
				Total Estimated Cost =		$ 25,550.00

NOTES:
1) QLB scope area will include the ROW of 34th St. and 100' (from 34th ROW) up each sidestreet.
2) QLA test holes are assumed to be within paved area and non-routine (arrow boards, flaggers, etc.) traffic control will be needed.
3) Aerial utilities are NOT included in the scope.
4) Survey is included in the unit rate for QLB and QLA.

Parkhill, Smith & Cooper, Inc.
Hourly Rate Schedule
January 1, 2016 through December 31, 2016

Client: City of Lubbock
Project: 34th Street (Phases 3 & 4)
Agreement Date:

January 1, 2016

Classification	Hourly Rate
PROFESSIONAL LEVEL VII	
Mechanical & Electrical	$220.00
Civil & Structural	$214.00
Architect, Landscape & Interior	$204.00
Operations Director	
Sector Director	
PROFESSIONAL LEVEL VI	
Mechanical & Electrical	$203.00
Civil & Structural	$196.00
Architect, Landscape & Interior	$185.00
Studio Leader	
Senior Project Manager	
Senior Practice leader	
PROFESSIONAL LEVEL V	
Mechanical & Electrical	$180.00
Civil & Structural	$176.00
Architect, Landscape & Interior	$165.00
Project Manager	
Senior Architect	
Senior Landscape Architect	
Senior Interior Designer	
PROFESSIONAL LEVEL IV	
Mechanical & Electrical	$147.00
Civil & Structural	$144.00
Architect, Landscape & Interior	$134.00
Professional Architect	
Professional Landscape Architect	
Professional Interior Designer	
Project Architect	
Project Landscape Architect	
Project Interior Designer	
Technologist	
Resident Project Representative	
PROFESSIONAL LEVEL III	
Mechanical & Electrical	$125.00
Civil & Structural	$122.00
Architect, Landscape & Interior	$113.00
Architect Intern	
Interior Design Intern	
Landscape Architect Intern	
Technologist	
Resident Project Representative	

Classification	Hourly Rate
PROFESSIONAL LEVEL II	
Mechanical & Electrical	$104.00
Civil & Structural	$103.00
Architect, Landscape & Interior	$100.00
Architect Intern	
Interior Design Intern	
Landscape Architect Intern	
Technologist	
Resident Project Representative	
Clerical Supervisor	
PROFESSIONAL LEVEL I	$92.00
Architect Intern	
Interior Design Intern	
Landscape Architect Intern	
Surveyor	
Technologist	
Resident Project Representative	
Clerical Supervisor	
SUPPORT STAFF III	$89.00
Engineering Technician	
Architect Technician	
CADD	
Accounting Specialist	
Administrative Assistant	
Project Assistant	
SUPPORT STAFF II	$80.00
Engineering Technician	
Engineering Student	
Architect Technician	
CADD	
Survey Technician	
Accounting Specialist	
Administrative Assistant	
Project Assistant	
Word Processor	
Receptionist	
File Specialist	
SUPPORT STAFF I	$46.00
Engineering Student	
Architectural Student	
Landscape Architect Student	
Interior Design Student	
Accounting Specialist	

Expenses

Reimbursement for expenses, as listed below, but not limited to, incurred in connection with the services, will be at cost plus fifteen percent for items such as:

1. Maps, photographs, postage, telephone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job specific fees, insurance, permits, and licenses applicable to the work services.
5. Mileage at IRS approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one and one-half times the Hourly Rates specified above.
Excise and gross receipts taxes, if any, will be added as an expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2016 through December 31, 2016. After December 31, 2016, invoices will reflect the Schedule of Charges currently in effect.

C:\Users\dgreen\Desktop\WAGE-2016-Civil-Multiple Rates.doc

Exhibit D

34th Street Reconstruction Project

(Phase 3 - Slide to Quaker)

Lubbock, TX

Engineer's Opinion of Probable Cost

1/18/2016

EOPC					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	PRICE	EXTENSION
1	Mobilization	ls	1.00	$ 700,000.00	$ 700,000.00
2	Prepare ROW	sta	50.00	$ 1,900.00	$ 95,000.00
3	Asphalt Removal (Roadway)	sy	35,500.00	$ 10.00	$ 355,000.00
4	Concrete Removal (Roadway)	sy	5,500.00	$ 18.00	$ 99,000.00
5	Asphalt Removal (Driveway/Parking Lot)	sy	1,350.00	$ 15.00	$ 20,250.00
6	Concrete Removal (Driveway/Parking Lot)	sy	2,850.00	$ 20.00	$ 57,000.00
7	Sidewalk Removal	sy	7,250.00	$ 15.00	$ 108,750.00
8	Curb and Gutter Removal	lf	10,275.00	$ 10.00	$ 102,750.00
9	Sign Assembly Removal	each	30.00	$ 175.00	$ 5,250.00
10	Light Pole Removal	each	40.00	$ 350.00	$ 14,000.00
11	Concrete Pipe Removal	lf	60.00	$ 60.00	$ 3,600.00
12	Curb Inlet Removal	each	4.00	$ 1,250.00	$ 5,000.00
13	Embankment	cy	180.00	$ 30.00	$ 5,400.00
14	Excavation	cy	10,875.00	$ 20.00	$ 217,500.00
15	Over Excavation	cy	800.00	$ 50.00	$ 40,000.00
16	Flowable Backfill	cy	400.00	$ 200.00	$ 80,000.00
17	CRCP (9")	sy	35,000.00	$ 70.00	$ 2,450,000.00
18	High-Early Strength CRCP (9")	sy	3,900.00	$ 75.00	$ 292,500.00
19	Cement Treated Base	sy	35,000.00	$ 5.00	$ 175,000.00
20	Junction Terminal (TY 1)	each	2	$ 10,000.00	$ 20,000.00
21	Concrete Curb And Gutter	lf	13,875.00	$ 25.00	$ 346,875.00
22	Concrete Median	sy	100.00	$ 65.00	$ 6,500.00
23	Manhole Adjustment	each	20.00	$ 800.00	$ 16,000.00
24	Valve Adjustment	each	25.00	$ 300.00	$ 7,500.00
25	Parking Lot Pavement Repair	sy	150.00	$ 125.00	$ 18,750.00
26	HMAC TY C	ton	100.00	$ 350.00	$ 35,000.00
27	Curb Inlet (TY C)	each	4.00	$ 3,750.00	$ 15,000.00
28	Curb Inlet Extension	each	4.00	$ 1,750.00	$ 7,000.00
29	Reinforced Concrete Pipe CL III	lf	60.00	$ 85.00	$ 5,100.00
30	Concrete Drainage Flume	sy	200.00	$ 75.00	$ 15,000.00
31	Temporary Drives (Recycled Asphalt Pavement)	sy	180.00	$ 65.00	$ 11,700.00
32	Alley And Driveway Returns	sy	5,650.00	$ 65.00	$ 367,250.00
33	Decorative Concrete Sidewalk (5")	sy	10,100.00	$ 50.00	$ 505,000.00
34	Decorative Concrete Sidewalk (6") (Reinforced)	sy	550.00	$ 75.00	$ 41,250.00
35	Standard Concrete Sidewalk (5")	sy	25.00	$ 45.00	$ 1,125.00
36	Concrete Sidewalk Curb	lf	1,725.00	$ 20.00	$ 34,500.00
37	Accessible Curb Ramp (Ty I)	each	25.00	$ 2,500.00	$ 62,500.00
38	Pedestrian Push Button Assembly	each	2.00	$ 550.00	$ 1,100.00
39	Sodding	sy	100.00	$ 35.00	$ 3,500.00
40	Permanent Pavement Markings (4") (White) (Broken)	lf	2,500.00	$ 1.75	$ 4,375.00
41	Permanent Pavement Markings (8") (White) (Solid)	lf	1,650.00	$ 2.25	$ 3,712.50
42	Permanent Pavement Markings (24") (White) (Solid)	lf	475.00	$ 12.00	$ 5,700.00
43	Permanent Pavement Markings (4") (Yellow) (Broken)	lf	1,850.00	$ 1.75	$ 3,237.50

Exhibit D

34th Street Reconstruction Project

(Phase 3 - Slide to Quaker)

Lubbock, TX

Engineer's Opinion of Probable Cost

1/18/2016

EOPC					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	PRICE	EXTENSION
44	Permanent Pavement Markings (4") (Yellow) (Solid)	lf	10,300.00	$ 1.50	$ 15,450.00
45	Permanent Pavement Markings (Parking Lot) (4") (Yellow)	lf	100.00	$ 1.50	$ 150.00
46	Permanent Pavement Markings (Arrow)	each	50.00	$ 325.00	$ 16,250.00
47	Permanent Pavement Markings (Raised) (Ty I-C)	each	275.00	$ 3.75	$ 1,031.25
48	Permanent Pavement Markings (Raised) (Ty II-A-A)	each	180.00	$ 3.75	$ 675.00
49	Small Sign Assembly	each	35.00	$ 650.00	$ 22,750.00
50	Barricades and Traffic Control	mo	13.00	$ 4,000.00	$ 52,000.00
51	Portable Changeable Message Board (PCMB)	each	2.00	$ 20,000.00	$ 40,000.00
52	Temporary Pavement Markings (4") (White) (Solid)	lf	22,350.00	$ 1.50	$ 33,525.00
53	Temporary Pavement Markings (4") (White) (Broken)	lf	4,650.00	$ 1.50	$ 6,975.00
54	Temporary Pavement Markings (24") (White) (Solid)	lf	1,150.00	$ 10.00	$ 11,500.00
55	Temporary Pavement Markings (4") (Yellow) (Solid)	lf	61,350.00	$ 1.50	$ 92,025.00
56	Temporary Pavement Markings (4") (Yellow) (Broken)	lf	7,425.00	$ 1.50	$ 11,137.50
57	Portable Water Barricades (Furnish)	lf	4,525.00	$ 75.00	$ 339,375.00
58	Portable Water Barricades (Place and Remove)	lf	18,275.00	$ 10.00	$ 182,750.00
59	Storm Water Pollution Prevention Plan	ls	1.00	$ 20,000.00	$ 20,000.00
60	Decorative Illumination pole assembly	each	50.00	$ 7,500.00	$ 375,000.00
61	PVC Conduit (2")	lf	14,250.00	$ 4.25	$ 60,562.50
62	Electrical Conductor (No. 6) (Bare)	lf	9,575.00	$ 1.25	$ 11,968.75
63	Electrical Conductor (No. 6) (Insulated)	lf	18,950.00	$ 1.25	$ 23,687.50
64	Junction Box (Standard) (A)	each	50.00	$ 525.00	$ 26,250.00
65	Junction Box (Standard) (D)	each	20.00	$ 525.00	$ 10,500.00
66	Junction Box (Ty 1) (Mod)	each	2.00	$ 4,250.00	$ 8,500.00
67	Electrical Service (Ty A) (240/480)	each	1.00	$ 6,000.00	$ 6,000.00
68	Cost Contingency (10%)	ls	1.00	$ 773,173.75	$ 773,173.75
				Construction	$ 8,504,911.25

Design, Survey and SUE	$ 621,842.00
Construction Phase Testing and RPR (9%)	$ 765,442.00
Expected Total Project Cost	$ 9,892,195.25

Exhibit D

34th Street Reconstruction Project

(Phase 4 - Ave Q to I-27)

Lubbock, TX

Engineer's Opinion of Probable Cost

1/18/2016

EOPC					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	PRICE	EXTENSION
1	Mobilization	ls	1.00	$ 450,000.00	$ 450,000.00
2	Prepare ROW	sta	30.00	$ 1,900.00	$ 57,000.00
3	Asphalt Removal (Roadway)	sy	20,300.00	$ 10.00	$ 203,000.00
4	Concrete Removal (Roadway)	sy	3,130.00	$ 18.00	$ 56,340.00
5	Asphalt Removal (Driveway/Parking Lot)	sy	775.00	$ 15.00	$ 11,625.00
6	Concrete Removal (Driveway/Parking Lot)	sy	1,640.00	$ 20.00	$ 32,800.00
7	Sidewalk Removal	sy	4,150.00	$ 15.00	$ 62,250.00
8	Curb and Gutter Removal	lf	5,880.00	$ 10.00	$ 58,800.00
9	Sign Assembly Removal	each	20.00	$ 175.00	$ 3,500.00
10	Light Pole Removal	each	20.00	$ 350.00	$ 7,000.00
11	Embankment	cy	400.00	$ 30.00	$ 12,000.00
12	Excavation	cy	6,225.00	$ 20.00	$ 124,500.00
13	Over Excavation	cy	300.00	$ 50.00	$ 15,000.00
14	Flowable Backfill	cy	300.00	$ 200.00	$ 60,000.00
15	CRCP (9")	sy	20,040.00	$ 75.00	$ 1,503,000.00
16	High-Early Strength CRCP (9")	sy	2,225.00	$ 85.00	$ 189,125.00
17	Cement Treated Base	sy	20,040.00	$ 5.00	$ 100,200.00
18	Junction Terminal (TY 1)	each	4.00	$ 10,000.00	$ 40,000.00
19	Concrete Curb And Gutter	lf	7,950.00	$ 25.00	$ 198,750.00
20	Concrete Median	sy	55.00	$ 65.00	$ 3,575.00
21	Manhole Adjustment	each	10.00	$ 800.00	$ 8,000.00
22	Valve Adjustment	each	15.00	$ 300.00	$ 4,500.00
23	Parking Lot Pavement Repair	sy	80.00	$ 125.00	$ 10,000.00
24	HMAC TY C	ton	55.00	$ 350.00	$ 19,250.00
25	Concrete Drainage Flume	sy	110.00	$ 75.00	$ 8,250.00
26	Temporary Drives (Recycled Asphalt Pavement)	sy	105.00	$ 65.00	$ 6,825.00
27	Alley And Driveway Returns	sy	3,220.00	$ 65.00	$ 209,300.00
28	Decorative Concrete Sidewalk (5")	sy	5,760.00	$ 50.00	$ 288,000.00
29	Decorative Concrete Sidewalk (6") (Reinforced)	sy	310.00	$ 75.00	$ 23,250.00
30	Standard Concrete Sidewalk (5")	sy	15.00	$ 45.00	$ 675.00
31	Concrete Sidewalk Curb	lf	980.00	$ 20.00	$ 19,600.00
32	Accessible Curb Ramp (Ty I)	each	15.00	$ 2,500.00	$ 37,500.00
33	Pedestrian Push Button Assembly	each	1.00	$ 550.00	$ 550.00
34	Sodding	sy	55.00	$ 35.00	$ 1,925.00
35	Permanent Pavement Markings (4") (White) (Broken)	lf	1,375.00	$ 1.75	$ 2,406.25
36	Permanent Pavement Markings (8") (White) (Solid)	lf	930.00	$ 2.25	$ 2,092.50
37	Permanent Pavement Markings (24") (White) (Solid)	lf	270.00	$ 12.00	$ 3,240.00
38	Permanent Pavement Markings (4") (Yellow) (Broken)	lf	1,050.00	$ 1.75	$ 1,837.50
39	Permanent Pavement Markings (4") (Yellow) (Solid)	lf	5,885.00	$ 1.50	$ 8,827.50
40	Permanent Pavement Markings (Parking Lot) (4") (Yellow)	lf	50.00	$ 1.50	$ 75.00

Exhibit D

34th Street Reconstruction Project

(Phase 4 - Ave Q to I-27)

Lubbock, TX

Engineer's Opinion of Probable Cost

1/18/2016

EOPC					
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	PRICE	EXTENSION
41	Permanent Pavement Markings (Arrow)	each	25.00	$ 325.00	$ 8,125.00
42	Permanent Pavement Markings (Raised) (Ty I-C)	each	150.00	$ 3.75	$ 562.50
43	Permanent Pavement Markings (Raised) (Ty II-A-A)	each	105.00	$ 3.75	$ 393.75
44	Small Sign Assembly	each	20.00	$ 650.00	$ 13,000.00
45	Barricades and Traffic Control	mo	9.00	$ 4,000.00	$ 36,000.00
46	Portable Changeable Message Board (PCMB)	each	2.00	$ 20,000.00	$ 40,000.00
47	Temporary Pavement Markings (4") (White) (Solid)	lf	12,800.00	$ 1.50	$ 19,200.00
48	Temporary Pavement Markings (4") (White) (Broken)	lf	2,650.00	$ 1.50	$ 3,975.00
49	Temporary Pavement Markings (24") (White) (Solid)	lf	650.00	$ 10.00	$ 6,500.00
50	Temporary Pavement Markings (4") (Yellow) (Solid)	lf	35,150.00	$ 1.50	$ 52,725.00
51	Temporary Pavement Markings (4") (Yellow) (Broken)	lf	4,250.00	$ 1.50	$ 6,375.00
52	Portable Water Barricades (Furnish)	lf	2,500.00	$ 75.00	$ 187,500.00
53	Portable Water Barricades (Place and Remove)	lf	10,450.00	$ 10.00	$ 104,500.00
54	Storm Water Pollution Prevention Plan	ls	1.00	$ 20,000.00	$ 20,000.00
55	Decorative Illumination pole assembly	each	30.00	$ 7,500.00	$ 225,000.00
56	PVC Conduit (2")	lf	8,160.00	$ 4.25	$ 34,680.00
57	Electrical Conductor (No. 6) (Bare)	lf	5,500.00	$ 1.25	$ 6,875.00
58	Electrical Conductor (No. 6) (Insulated)	lf	11,000.00	$ 1.25	$ 13,750.00
59	Junction Box (Standard) (A)	each	26.00	$ 525.00	$ 13,650.00
60	Junction Box (Standard) (D)	each	10.00	$ 525.00	$ 5,250.00
61	Junction Box (Ty 1) (Mod)	each	1.00	$ 4,250.00	$ 4,250.00
62	Electrical Service (Ty A) (240/480)	each	1.00	$ 6,000.00	$ 6,000.00
				Constructin	$ 4,652,880.00

Design, Survey and SUE	$ 570,275.00
Construction Phase Testing and RPR (9%)	$ 418,759.00
Expected Total Project Cost	$ 5,641,914.00



EXHIBIT E-1

34TH STREET RECONSTRUCTION DESIGN PHASE 3

SLIDE ROAD
TO
QUAKER AVENUE

City of Lubbock TEXAS

PARKHILL SMITH & COOPER

PSC



EXHIBIT E-2

34TH STREET RECONSTRUCTION DESIGN PHASE 4

AVENUE Q
TO
INTERSTATE 27

City of Lubbock TEXAS

PSC PARKHILL SMITH & COOPER

PARKHILLSMITH&COOPER

4222 85th Street
Lubbock, Texas 79423
806.473.2200

January 19, 2016

Mr. Neil Welch, P.E.
Assistant City Engineer
City of Lubbock
P. O. Box 2000
Lubbock, TX 79403

Re: 34th Street Project – Phase 3 (Slide to Quaker) and Phase 4 (Avenue Q to I-27)

Dear Mr. Welch:

Thank you for the opportunity to work with you on the continuation of the 34th Street reconstruction project. Attached, please find a single contract for the design of the remaining segments of the 34th Street Project, delivered in two separate bid packages. Phase 3 is the segment from Slide to Quaker, and Phase 4 is the segment from Avenue Q to Interstate 27.

The table below summarizes the design fees and expected total construction costs, based on recent bid tabs. You have no doubt witnessed the escalating construction costs over the past few months, and we tried to capture that in our EOPC. However, it is difficult to predict whether they will continue to rise, or begin to stabilize. In any event, the EOPC reflects prices we would expect, based on recent bids, if the projects were bid today. No inflation factor has been added.

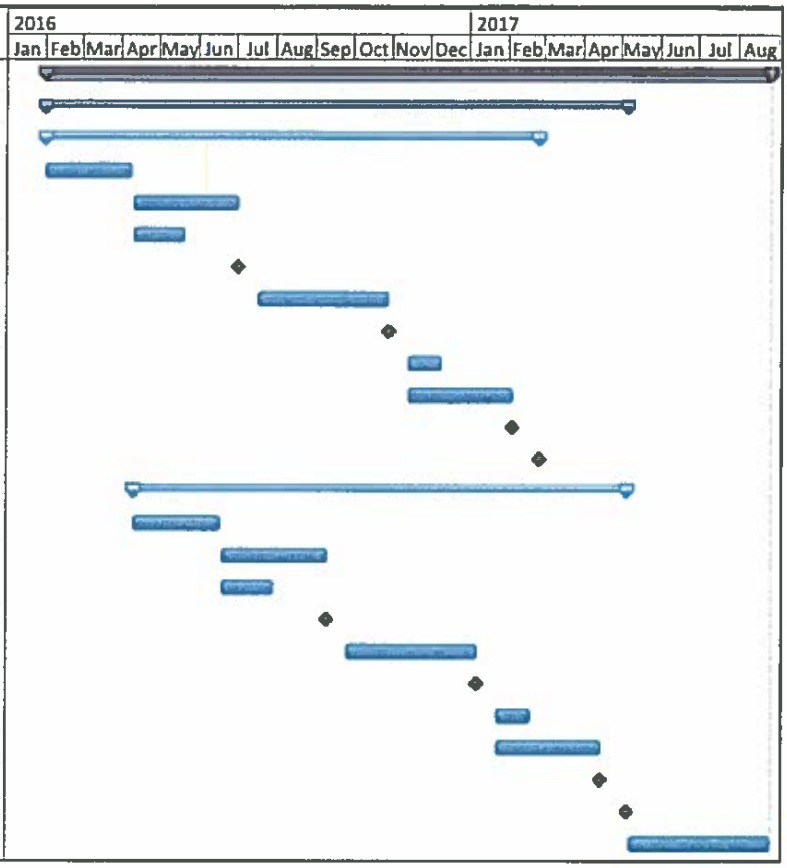
Total Cost to Complete 34th Street from Slide Road to I-27

Design, Survey and SUE – Phases 3 and 4	$ 1,192,117
Expected Construction – Phase 3	$ 8,504,911
Expected Construction – Phase 4	$ 4,652,880
Expected Construction Phase Testing and RPR – Phase 3	$ 765,442
Expected Construction Phase Testing and RPR – Phase 4	$ 418,759
Expected Total Project Cost	$ 15,534,109

On the following page is a proposed design schedule for the project that assumes a Notice to Proceed in early 2016. Currently, our team has the availability to design each package simultaneously, with a 2-3 month stagger, to allow for survey and to make submittal reviews more convenient. I anticipate a total design time for both packages to be approximately 16 months, but I have made the contract for 22 months to provide flexibility for bid-phase services.

Proposed Design Schedule

Task Name	Duration
Contract	20.5 mons
Design Phase	16.5 mons
Phase 3 (Slide to Quaker)	14 mons
Survey	10 wks
Preliminary Design	12 wks
Existing Drainage Analysis	6 wks
30% Review	0 wks
Secondary Design	15 wks
60% Review	0 wks
Final Drainage Modeling	4 wks
Final Design	12 wks
95% Review	0 wks
Final Submittal	0 wks
Phase 4 (Avenue Q to I-27)	14 mons
Survey	10 wks
Preliminary Design	12 wks
Existing Drainage Analysis	6 wks
30% Review	0 wks
Secondary Design	15 wks
60% Review	0 wks
Final Drainage Modeling	4 wks
Final Design	12 wks
95% Review	0 wks
Final Submittal	0 wks
Bid Phase (As Necessary)	4 mons



Again, we very much appreciate the opportunity to assist the City of Lubbock with this significant project, and look forward to working with you to complete the reconstruction of the entire 34th Street corridor. If it is convenient for you, we will treat receipt of an executed contract as our notice to proceed with these services.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By _____
Kyle Jackson, P.E.
Project Manager

KWJ/amp
Enclosures

City of Lubbock, TX
Capital Project
Project Cost Detail
February 25, 2016

Capital Project Number:	92217
Capital Project Name:	34th Street Reconstruction

		Budget
Encumbered/Expended		
Parkhill Smith and Cooper, Inc(PSC) - Design Phase 1	$	1,812,793
City of Lubbock Staff Time		84,876
Lone Star Dirt and Paving Contract - Construction 1		8,988,866
Parkhill Smith and Cooper - Construction Phase Services		988,091
Parkhill Smith and Cooper, Inc - Design Phase 2		561,625
Advertising and Promotion		1,062
Traffic Systems		145,430
Municipal Billing		5,151
Allen Butler Construction, Inc.-Construction 2		5,453,267
PSC - Construction Phase Services-2		857,290
Allen Butler Construction, Inc Change Order 1		151,098
Allen Butler Construction, Inc Change Order 2		93,301
Parkhill Smith and Cooper Amendment #1 CPS		214,056
Agenda Item February 25, 2016		
Parkhill Smith and Cooper 34th Street Design Phase 3 & 4		1,192,117
Encumbered/Expended To Date		**20,549,023**
Estimated Costs for Remaining Appropriation		
City of Lubbock Staff Time		20,000
City of Lubbock Traffic Items		50,000
Constuction		1,938,177
Remaining Appropriation		**2,008,177**
Total Appropriation	**$**	**22,557,200**

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

Meeting Date: 02/25/2016

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 12681 with Utility Contractors of America, Inc. of Lubbock, TX, for the construction of the Northwest Water Reclamation Plant (NWWRP) Raw Sewage and Waste Activated Sludge Offsite Pipelines, RFP 16-12681-TF.

Item Summary

The purpose of this project is to construct two pipelines to serve the NWWRP currently under construction. The first pipeline will deliver raw sewage to the treatment plant. The second pipeline will transport waste activated sludge from the proposed NWWRP to the existing Southeast Water Reclamation Plant.

Three proposals were received and opened on January 26, 2016. They are as follows:

Contractor	Amount
Utility Contractors of America, Inc. of Lubbock, TX	$ 11,644,498.20
S.J. Louis Construction of Texas, Ltd. of Mansfield TX	11,863,901.68
Spiess Construction Co., Inc. of Santa Maria CA	14,117,886.00

A proposal evaluation committee, appointed by the Chief Water Utilities Engineer, consisted of representatives from Public Works Engineering. The three proposals were evaluated and ranked based on the following criteria: 60% Price, 25% Contractors Qualifications, 5% Safety Record, and 10% Construction Time. These contractors were ranked as follows:

Contractor	Points
Utility Contractors of America, Inc. of Lubbock, TX	98.44 Points
Spiess Construction Co., Inc. of Santa Maria, CA	78.45 Points
S.J. Louis Construction of Texas, Ltd. of Mansfield, TX	78.35 Points

The evaluation committee recommends the unit price contract be awarded to the highest ranked proposer, Utility Contractors of America, Inc. of Lubbock, TX, in the amount of $11,644,499. Time for completion is 270 consecutive calendar days with liquidated damages of $1,000 for each consecutive calendar day in excess of the time set forth for completion of this project.

The contract is awarded by the unit price. The total amount of the award is estimated based on expected quantities and actual expenditures may be more or less depending on actual need. The price per unit will not change.

Fiscal Impact

$94,300,000 is appropriated in Capital Improvement Project 92221, NWWRP, with $11,644,498 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Contract - Utility Contractors of America, Inc.

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock Contract 12681 for Northwest Water Reclamation Plant Raw Sewage & Water Activated Sludge Offsite Pipeline, by and between the City of Lubbock and Utility Contractors of America, Inc., and any related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Contract-Utility Contractors of America, Inc
2.4.16

REVISED

PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

DATE: January 26, 2016

PROJECT NUMBER: **RFP 16-12681-TF – Northwest Water Reclamation Plan Raw Sewage & Waste Activated Sludge Offsite Pipeline**

Proposal of Utility Contractors of America, Inc. (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the construction of a **Northwest Water Reclamation Plan Raw Sewage & Waste Activated Sludge Offsite Pipeline** having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the work required under the contract documents.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Amount
1	MOBILIZATION	1	LS	$ 526,000.00	$ 526,000.00
2	OPERATIONAL AND BYPASS PUMPING PLAN (300-800 GPM FOR 2 DAYS)	1	LS	$ 5,000.00	$ 5,000.00
3	48" FIBERGLASS SEWER PIPE (SN 72) AND 66" PLATE LINER STEEL CARRIER BY BORING	740	LF	$ 1,200.00	$ 888,000.00
4	48" FIBERGLASS SEWER PIPE (SN 72) BY BORING WITHOUT CASING	362	LF	$ 800.00	$ 289,600.00
5	42" FIBERGLASS SEWER PIPE (SN 72) AND 60" PLATE LINER STEEL CARRIER BY BORING	125	LF	$ 1,200.00	$ 150,000.00
6	36" FIBERGLASS SEWER PIPE (SN 72) AND 45" STEEL CASING PIPE BY BORING	203	LF	$ 900.00	$ 182,700.00
7	36" FIBERGLASS SEWER PIPE (SN 72) BY BORING WITHOUT CASING	610	LF	$ 600.00	$ 366,000.00
8	30" FIBERGLASS SEWER PIPE (SN 72) AND 42" STEEL CASING PIPE BY BORING	160	LF	$ 700.00	$ 112,000.00
9	15" SDR-35 PVC SEWER PIPE AND 22" STEEL PIPE CASING BY	150	LF	$ 450.00	$ 67,500.00

REVISED

Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Amount
	BORING				
10	12" SDR-35 PVC SEWER PIPE AND 20" STEEL CASING PIPE BY BORING	110	LF	$ 320.00	$ 35,200.00
11	10" SDR-35 PVC SEWER PIPE AND 20" STEEL CASING BY BORING	1,517	LF	$ 400.00	$ 606,800.00
12	10" SDR-35 PVC SEWER PIPE BY BORING WITHOUT CASING	145	LF	$ 300.00	$ 43,500.00
13	8" SDR-35 PVC SEWER PIPE AND 16" STEEL CASING PIPE BY BORING	170	LF	$ 275.00	$ 46,750.00
14	48" FIBERGLASS SEWER PIPE BY OPEN CUT (30 - 35 FT CUT DEPTH)	3,171	LF	$ 338.00	$ 1,071,798.00
15	48" FIBERGLASS SEWER PIPE BY OPEN CUT (35 - 40 FT CUT DEPTH)	1,913	LF	$ 480.00	$ 918,240.00
16	42" FIBERGLASS SEWER PIPE BY OPEN CUT (20 - 25 FT CUT DEPTH)	651	LF	$ 230.00	$ 149,730.00
17	42" FIBERGLASS SEWER PIPE BY OPEN CUT (25 - 30 FT CUT DEPTH)	2,944	LF	$ 270.00	$ 794,880.00
18	42" FIBERGLASS SEWER PIPE BY OPEN CUT (30 - 35 FT CUT DEPTH)	1,328	LF	$ 315.00	$ 418,320.00
19	36" FIBERGLASS SEWER PIPE BY OPEN CUT (15 - 20 FT CUT DEPTH)	4,480	LF	$ 210.00	$ 940,800.00
20	30" FIBERGLASS SEWER PIPE BY OPEN CUT (30 - 35 FT CUT DEPTH)	20	LF	$ 500.00	$ 10,000.00
21	18" SDR-35 PVC SEWER PIPE BY OPEN CUT (30-35 FT DEPTH)	40	LF	$ 350.00	$ 14,000.00
22	12" SDR-35 PVC SEWER PIPE BY OPEN CUT (5-10 FT DEPTH)	20	LF	$ 100.00	$ 2,000.00
23	10" SDR-35 PVC SEWER PIPE BY OPEN CUT (5 - 10 FT CUT DEPTH)	855	LF	$ 28.00	$ 23,940.00
24	10" SDR-35 PVC SEWER PIPE BY OPEN CUT (10 - 15 FT CUT DEPTH)	13,488	LF	$ 30.00	$ 404,640.00
25	10" SDR-35 PVC SEWER PIPE BY OPEN CUT (15 - 20 FT CUT DEPTH)	1,468	LF	$ 40.00	$ 58,720.00
26	8" SDR-35 PVC SEWER PIPE BY OPEN CUT (5-10 FT DEPTH)	20	LF	$ 50.00	$ 1,000.00
27	8" SDR-35 PVC SEWER PIPE BY OPEN CUT (10-15 FT DEPTH)	80	LF	$ 40.00	$ 3,200.00

Offeror's Initials

REVISED

Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Amount
28	8" SDR-35 PVC SEWER PIPE BY OPEN CUT (15-20 FT DEPTH)	130	LF	$ 60.00	$ 7,800.00
29	6" SDR-35 PVC SEWER PIPE BY OPEN CUT (5 -10 FT DEPTH)	60	LF	$ 49.00	$ 2,940.00
30	6" SDR-35 PVC SEWER PIPE BY OPEN CUT (15 -20 FT DEPTH)	20	LF	$ 59.00	$ 1,180.00
31	FRP TEE BASE MANHOLE WITH CONCRETE ENCASEMENT	12	EA	$ 22,000.00	$ 264,000.00
32	FRP TEE BASE DROP MANHOLE WITH CONCRETE ENCASEMENT	15	EA	$ 25,000.00	$ 375,000.00
33	48" I.D. CLOSED END FIBERGLASS MANHOLE	40	EA	$ 10,000.00	$ 400,000.00
34	EXTRA VERTICAL FEET FOR 60" I.D. STANDARD FIBERGLASS MANHOLE RISER	188	EVF	$ 450.00	$ 84,600.00
35	EXTRA VERTICAL FEET FOR 60" I.D. FIBERGLASS DROP MANHOLE RISER	385	EVF	$ 500.00	$ 192,500.00
36	TIE TO 48" PVC PIPE STUB AT STA. 10+16.51	1	EA	$ 12,000.00	$ 12,000.00
37	TIE TO 36" PIPE OR 36" PLUG AT STA. 175+44.04	1	EA	$ 8,500.00	$ 8,500.00
38	VACUUM TESTING OF MANHOLES	26	EA	$ 100.00	$ 2,600.00
39	POST CONSTRUCTION CLEANING AND TV INSPECTION OF ALL SANITARY SEWER (RS LINE ONLY)	18,799	LF	$ 2.00	$ 37,598.00
40	TRENCH SAFETY SYSTEM FOR TRENCHES 5'-10' DEEP	955	LF	$ 1.50	$ 1,432.50
41	TRENCH SAFETY SYSTEM FOR TRENCHES OVER 10' DEEP	29,713	LF	$ 4.00	$ 118,852.00
42	TEMPORARY EROSION, SEDIMENT, AND WATER POLLUTION PREVENTION	1	LS	$ 25,000.00	$ 25,000.00
43	PREPARATION OF RIGHT OF WAY	18	STA	$ 3,000.00	$ 54,000.00
44	REMOVE AND SALVAGE THOROUGHFARE ASPHALT PAVEMENT AND BASE (8"-13")	6,514	SY	$ 8.00	$ 52,112.00
45	REMOVE AND SALVAGE NON-THOROUGHFARE ASPHALT PAVEMENT AND BASE MATERIAL (8"-13")	4,311	SY	$ 8.00	$ 34,488.00
46	REMOVE CONCRETE (PAVEMENT)	508	SY	$ 22.00	$ 11,176.00
47	REMOVE CONCRETE 30" CURB AND GUTTER	10	LF	$ 90.00	$ 900.00
48	EXCAVATION FOR ROADWAYS AND DITCHES	2,400	CY	$ 9.00	$ 21,600.00

Offeror's Initials

REVISED

Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Amount
49	OVER EXCAVATION OF TRENCHES, ROADWAYS AND DITCHES BEYOND LIMITS OF LINES SHOWN IN PLANS	1,000	CY	$ 17.50	$ 17,500.00
50	EMBANKMENT BORROW	700	CY	$ 10.00	$ 7,000.00
51	HMAC TY C (2") (ROADWAY)	12,836	SY	$ 19.00	$ 243,884.00
52	FLEXIBLE BASE (6")	5,245	SY	$ 19.00	$ 99,655.00
53	8" THICK CONCRETE PAVEMENT	469	SY	$ 96.00	$ 45,024.00
54	6" THICK CONCRETE FILLET AND VALLEY GUTTER	39	SY	$ 100.00	$ 3,900.00
55	FLOWABLE FILL (18-INCH TRENCH CAP)	8,188	SY	$ 56.00	$ 458,528.00
56	TYPE II PAVEMENT MARKINGS (4")(YELLOW)	1,111	LF	$ 1.00	$ 1,111.00
57	TYPE II PAVEMENT MARKINGS (4")(WHITE)	4,919	LF	$ 1.00	$ 4,919.00
58	TRAFFIC CONTROL	15	MO	$ 3,500.00	$ 52,500.00
59	HYDROSEEDING	46,534	SY	$ 1.00	$ 46,534.00
60	SODDING	3,656	SY	$ 8.00	$ 29,248.00
61	30" CONCRETE CURB AND GUTTER	10	LF	$ 111.00	$ 1,110.00
62	5" CONCRETE FLUME	233	SY	$ 62.00	$ 14,446.00
63	13.5"X22" REINFORCED CONC. ARCH PIPE	180	LF	$ 257.00	$ 46,260.00
64	5" CONCRETE RIPRAP	22	SY	$ 91.00	$ 2,002.00
65	3" CONDUIT (SLICK BORE)	1,619	LF	$ 25.00	$ 40,475.00
66	3" CONDUIT PIPE (SHARED TRENCH)	14,462	LF	$ 4.00	$ 57,848.00
67	CONCRETE PULL BOXES	34	EA	$ 1,700.00	$ 57,800.00
68	PROTECTION OF EXISTING FENCE	670	LF	$ 2.00	$ 1,340.00

$ 11,069,680.50

Total Base Bid, Items 1-68

JZ Offeror's Initials

REVISED

ALTERNATE BID 1 ITEM (SUBSTITUTE POLYMER CONCRETE MANHOLES FOR 48" I.D. CLOSED END FIBERGLASS MANHOLE)

Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Amount
33A	48" I.D. POLYMER CONCRETE MANHOLE	40	EA	$ 8,200.00	$ 328,000.00
33B	EVF FOR 48" I.D. POLYMER CONCRETE MANHOLES	358	EVF	$ 555.00	$ 198,690.00
33C	VACUUM TESTING OF MANHOLES	40	EA	$ 100.00	$ 4,000.00

$ 11,700,370.50
Total Alternate Bid, Items 1-32, 33A, 33B, 33C, 34-68

LZ Offeror's Initials

ALTERNATE BID 2 ITEM (SUBSTITUTE POLYMER CONCRETE MANHOLE RISERS FOR FIBERGLASS MANHOLE RISERS - RS LINE ONLY)

Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Amount
34A	EVF FOR 60" I.D. POLYMER CONCRETE MAHOLES	188	EVF	$ 745.00	$ 140,060.00
35A	EVF FOR 60" I.D. POLYMER CONCRETE DROP MANHOLES	385	EVF	$ 800.00	$ 308,000.00

$ 11,240,640.50
Total Alternate Bid, Items 1- 33, 34A, 35A, 36 - 68

LZ Offeror's Initials

ALTERNATE BID 3 ITEM (SUBSTITUTE DISPOSAL OF ASPHALT PAVEMENT AND BASE FOR SALVAGING MATERIALS)

Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Amount
44A	REMOVE AND DISPOSE OF THOROUGHFARE ASPHALT PAVEMENT AND BASE (8"-13")	6,541	SY	$ 7.50	$ 49,057.50
45B	REMOVE AND DISPOSE OF NON-THOROUGHFARE ASPHALT PAVEMENT AND BASE MATERIAL (8"-13")	4,311	SY	$ 7.50	$ 32,332.50

$ 11,064,470.50
Total Alternate Bid 2, Items 1-43, 44A, 45A, 46-68

LZ Offeror's Initials

REVISED

ADD-ALTERNATE 1 BID ITEM - FIBER OPTIC CONDUIT ALONG WAS LINE (SHEETS FO - 017 TO FO - 020)

Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Amount
69	3" CONDUIT PIPE (SHARED TRENCH)	3650	LF	$ 4.00	$ 14,600.00
70	3" CONDUIT BY OPEN CUT (4-6 FT CUT DEPTH)	75	LF	$ 10.00	$ 750.00
71	CONCRETE PULL BOXES	10	EA	$ 1,700.00	$ 17,000.00

$ 32,350.00

Total Add-Alternate 1, Items 69 - 71

JZ Offeror's Initials

ADD-ALTERNATE 2 BID ITEM - N. SLIDE ROAD PAVING AND BNSF RAILROAD CROSSING RECONSTRUCTION (N. SLIDE ROAD STATION 117+59.25 TO STATION 121+36.25)

Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Amount
72	PREPARATION OF RIGHT OF WAY	4	STA	$ 2,900.00	$ 11,600.00
73	REMOVE AND SALVAGE NON-THOROUGHFARE ASPHALT PAVEMENT AND BASE MATERIAL (8"-13")	1,821	SY	$ 8.00	$ 14,568.00
74	REMOVE EXISTING SET	1	EA	$ 2,500.00	$ 2,500.00
75	REMOVE EXISTING 4X6 FT BOX CULVERT	5	LF	$ 520.00	$ 2,600.00
76	EMBANKMENT BORROW	350	CY	$ 11.00	$ 3,850.00
77	HMAC TY C (2") (ROADWAY)	3,019	SY	$ 19.00	$ 57,361.00
78	FLEXIBLE BASE (6")	3,019	SY	$ 19.00	$ 57,361.00
79	TYPE II PAVEMENT MARKINGS (4")(YELLOW)	515	LF	$ 2.00	$ 1,030.00
80	TYPE II PAVEMENT MARKINGS (8")(YELLOW)	243	LF	$ 7.00	$ 1,701.00
81	TYPE II PAVEMENT MARKINGS (4")(WHITE)	808	LF	$ 1.40	$ 1,131.20
82	TYPE II PAVEMENT MARKINGS (24")(WHITE)	191	LF	$ 11.50	$ 2,196.50
83	PREFABRICATED PAVEMENT MARKINGS (ARROW) IN ACCORDANCE WITH TXDOT STANDARDS	2	EA	$ 850.00	$ 1,700.00
84	PREFABRICATED PAVEMENT MARKINGS (RR CROSSING) IN ACCORDANCE WITH TXDOT STANDARDS	4	EA	$ 3,400.00	$ 13,600.00

JZ Offeror's Initials

REVISED

Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Amount
85	STREET SIGN	2	EA	$ 390.00	$ 780.00
86	STOP SIGN	4	EA	$ 390.00	$ 1,560.00
87	ONE-WAY SIGN	1	EA	390.00	390.00
88	SMALL SIGN POST	4	EA	600.00	2,400.00
89	5" CONCRETE FLATWORK	272	SY	$ 62.00	$ 16,864.00
90	24" CONCRETE CURB AND GUTTER	286	LF	$ 53.00	$ 15,158.00
91	18" REINFORCED CONCRETE PIPE	148	LF	$ 150.00	$ 22,200.00
92	4'X2' CONCRETE BOX CULVERT	64	LF	$ 300.00	$ 19,200.00
93	SAFETY END TREATMENT (SET) TYPE II FOR 18" RCP	2	EA	$ 3,700.00	$ 7,400.00
94	SAFETY END TREATMENT (SET) TYPE II FOR 4'X2' BOX CULVERT	1	EA	$ 5,400.00	$ 5,400.00
95	TRAFFIC CONTROL IN ACCORDANCE WITH TMUTCD FOR CLOSURE OF SLIDE ROAD (N. CR 1900) FOR RECONSTRUCTION OF PAVEMENT AND SIGNALIZED RAILROAD CROSSING	1	MO	$ 5,500.00	$ 5,500.00
96	COORDINATE WITH BNSF, EXECUTION OF BNSF RIGHT OF ENTRY AGREEMENT, AND PROVIDE NECESSARY INSURANCE INACCORDANCE WITH BNSF REQUIREMENTS TO FACILITATE CONSTRUCTION OF PAVEMENT AND SIGNALIZED RAILROAD CROSSING	1	LS	~~$ 2,500.00~~ $ ~~34,932.73~~	$ 2,500.00 ~~34,932.73~~
97	BNSF FLAGMEN FOR DURATION SUFFICIENT TO PERFORM ALL WORK WITHIN LIMITS OF BNSF RIGHTS-OF-WAY	25	DAYS	$ 900.00	$ 22,500.00
98	EXTENSION OF RAIL ROAD CROSSING PLANKS AND RAILS, CONSTRUCTION OF CROSSING ARMS AND SIGNALS BY BNSF FORCES Per Exhibit D	1	LS	$249,417.00	$249,417.00

$ ~~542,467.70~~

Total Add-Alternate 2, Items 72 - 98

Offeror's Initials

REVISED

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within (270) **Calendar Days.**

(Two Hundred Seventy) *Written Days Completed by Contractor* **CONSECUTIVE CALENDAR DAYS** thereafter as stipulated in the specifications and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of **$1000.00** for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

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

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

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

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

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

_____ Offeror's Initials

REVISED

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

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

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

Date: January 26, 2016

Authorized Signature

Ty Lane
(Printed or Typed Name)

(Seal if Offeror is a Corporation)

ATTEST:

Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 1/22/16
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

Utility Contractors of America, Inc.
Company
5805 CR 7700
Address
Lubbock, Lubbock
City, County
TX, 79424
State Zip Code
Telephone: 806 - 863-2642
Fax: 806 - 863-4132
Email: projects@ucatexas.com
FEDERAL TAX ID or SOCIAL SECURITY No.

75-2214193

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

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

City of Lubbock
Capital Project
Project Cost Detail
February 25, 2016

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

		Budget
Encumbered/Expended		
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		81,021
Professional Services Contract for Final Design - APAI		8,841,689
Easement Acquisition		33,121
Land Acquisition		1,244,027
Construction Contract for NWWRP Potable Water Pipeline		1,245,847
Construction Contract for NWWRP, Eagle Contracting		53,685,000
Alan Plummer Construction Phase Services Contract		4,293,311
Eagle Contracting Change Order 1		(438,217)
Agenda Items February 25, 2016		
Utility Contractors of America Construction Contract		11,644,498
Freese and Nichols Construction Representative Contract		1,102,000
Alan Plummer Construction Administration Contract		271,937
Encumbered/Expended To Date		83,667,807
Estimated Cost for Remaining Appropriation		
Construction		10,632,193
Remaining Appropriation		10,632,193
Total Appropriation to Date	$	94,300,000

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

Meeting Date: 02/25/2016

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute Professional Services Contract 12731 with Freese and Nichols, Inc., (FNI). for providing construction representative services for the Northwest Water Reclamation Plant (NWWRP) Pipeline Projects.

Item Summary

The City of Lubbock's 2009 Wastewater Master Plan and the 2012 NWWRP Feasibility Study recommended commissioning a new Water Reclamation Plant to add waste water treatment capacity to serve the northwest quadrant of the City of Lubbock, Texas Tech University and the Medical District.

This professional service contract will provide for a construction representative firm for the duration of the construction of the NWWRP raw wastewater diversion pipeline and treated effluent Outfall Pipeline Projects. Under RFQ 15-12150-MA, FNI was identified as the best qualified firm to provide construction representative services to the City of Lubbock for construction of large scale pipeline projects.

Staff conducted contract negotiations with FNI and fair and reasonable hourly rates were agreed upon for a total contract amount of $1,102,000 with 500 days contract duration. The contract scope of services will include on-site full time Resident Project Representative (RPR) services to verify proper installation of critical project components and to enforce provisions of the contract documents. In addition, the RPR will review the monthly pay applications, conduct progress meetings and be responsible for coordination of all construction activities and testing services.

Staff recommends FNI be awarded the construction representative contract for the construction of the NWWRP Diversion and Outfall Pipeline Projects.

Fiscal Impact

$94,300,000 is appropriated in Capital Improvement Project 92221, NWWRP, with $1,102,000 available for this purpose.

Staff/Board Recommending

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

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Professional Services Agreement relating to the Construction Representation of the Northwest Water Reclamation Plant Pipelines Projects, by and between the City of Lubbock and Freese & Nichols, Inc., and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
L. Wood Franklin, Director of Public Works

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.PSC-Freeze & Nichols, Inc.-Northwest Water Reclamation Plant Pipelines Project
2.9.2016

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Contract, (the "Contract" or "Agreement"), effective as of the ___ day of _____, 2016 (the "Effective Date"), is by and between the City of Lubbock, (the "CITY"), a Texas home rule municipal corporation, and Freese and Nichols, Inc. , ("CONSTRUCTION REPRESENTATIVE") a Texas professional corporation authorized to conduct business in Texas.

WITNESSETH

WHEREAS, the City desires to obtain construction phase professional engineering services related to the Construction Representation of the Northwest Water Reclamation Plant Pipelines Project (the "Activities");

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

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

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

ARTICLE I. TERM

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

ARTICLE II. SERVICES AND COMPENSATION

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

B. CONSTRUCTION REPRESENTATIVE shall receive as consideration to be paid for the performance of the Services set forth in the Basic Services, and if directed by CITY, the Additional Services and/or Special Services, based on hourly rates, not to exceed $1,102,000.00 per Exhibit "A," Exhibit "B," and Exhibit "C."

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON-ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

ARTICLE VI. SCOPE OF SERVICES

CONSTRUCTION REPRESENTATIVE shall accomplish the following:

Professional Construction Phase Engineering Services related to the Construction Representative of the Northwest Water Reclamation Plant Pipelines Project as defined and provided in Exhibit "A," "Scope of Services."

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

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

Commercial General Liability:
Per Occurrence Single Limit: $1,000,000
General Aggregate Limit: $2,000,000
Professional Liability:
Combined Single Limit: $1,000,000
Automobile Liability:
Combined Single Limit for any auto: $1,000,000 Per Occurrence

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

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

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

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

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

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

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

Freese and Nichols, Inc.
Attn: Brian Beach, P.E.
2732 82nd Street, Suite A
Lubbock, TX 79423
Telephone:(806) 686-2700
Facsimile: (806) 686-2701

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

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

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

ARTICLE XIV. CITY-PROVIDED DATA

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

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

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

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

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

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

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

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

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

N. Appropriation. All funds for payment by the CITY under this contract are subject to the availability of an annual appropriation for this purpose by the CITY. In the event of non-appropriation of funds by the CITY Council of the CITY of Lubbock for the goods or services provided under this Contract, the CITY will terminate the Contract, without termination charge or other liability, on the last day of the then -current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the CITY shall not be obligated under this Contract beyond the Non-Appropriation Date.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Michael G. Keenum, P.E., City Engineer

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

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

FREESE AND NICHOLS, INC.

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

FREESE AND NICHOLS, INC.

EXHIBIT A

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

Northwest Water Reclamation Plant Pipelines

CONSTRUCTION REPRESENTATIVE CONSTRUCTION PHASE SERVICES

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

SCOPE OF SERVICES

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

1. **Construction Representative**

   1.1. The CONSTRUCTION REPRESENTATIVE for this project shall be Freese and Nichols, Inc.

2. **Construction Phase Services Conditions**

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

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

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

2.4. CONSTRUCTION REPRESENTATIVE's Personnel at Construction Site

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

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

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

3. Engineer of Record Cooperation

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

3.2. The CONSTRUCTION REPRESENTATIVE will communicate and coordinate with the ENGINEER per the CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT to accomplish the Construction Phase Services tasks identified in this scope of services which are supplemental to those included in the ENGINEER'S CONSTRUCTION PHASE PROFESSIONAL SERIVCES CONTRACT with the CITY.

3.3. The CONSTRUCTION REPRESENTATIVE shall receive data from the ENGINEER for entry into the online project management system.

3.4. The CONSTRUCTION REPRESENTATIVE shall supply project documentation to the ENGINEER for review and approval as the Engineer of Record per the CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT.

3.5. The CONSTRUCTION REPRESENTATIVE shall receive from the ENGINEER the timely response and necessary approvals to submittals, Requests for Information (RFI), Change Orders (CO), Contract Modification Requests (CMR), and all other project actions coordinated by the CONSTRUCTION REPRESENTATIVE.

3.6. The CONSTRUCTION REPRESENTATIVE shall administer the construction contract and manage communication, documentation, and correspondence while communicating and coordinating with the ENGEINEER per the CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT.

4. Specific Construction Representative Tasks

4.1. Provide construction management and administration tasks separate from and supplemental to those tasks being performed by the Engineer of Record, in conjunction with the requirements of construction contract documents.

4.2. Communication - Establish communication procedures with the CITY, ENGINEER, and Contractor. Submit monthly reports of construction progress to CITY describing construction progress in general terms and summarize project costs, schedule, contract modifications, and major outstanding issues.

4.3. Schedule Management - Review baseline and monthly construction progress schedules prepared by the Contractor. Monitor progress of actual work completed relative to planned progress and address any identified schedule slippage or other anomalies with Contractor.

4.4. Cost Management - Review proposed schedule of values and payment request format prepared by Contractor. Establish procedure for review of monthly quantities of work in place and payment requests. Based on observations of ongoing construction during site visits, review payment requests and supporting documentation submitted by Contractor and determine the amount that is recommended Contractor be paid.

4.5. Document Management – Process Contractor submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of submittals in the review process. Perform initial cursory reviews of submittals when appropriate, and transmit submittals to ENGINEER and/or CITY for the detailed review and response. Monitor the progress of the Contractor in sending and processing submittals and of the ENGINEER in reviewing and responding to submittals, to verify that documentation is being processed properly and timely.

4.6. Issues Management – Provide initial interpretation of the drawings and specifications and coordinate with the ENGINEER to develop official interpretation for CITY and Contractor. Receive and evaluate notices of Contractor claims and make recommendations to the CITY on the merit and value of the claim on the basis of the information submitted by the Contractor. Endeavor to negotiate a settlement value with the Contractor on behalf of the CITY if appropriate. Mediation, arbitration, litigation and/or other related subsequent claims review assistance is not included in this scope of services.

4.7. Change Management - Establish procedures for administering constructive changes to the construction contract. Coordinate with the ENGINEER to get its technical review and approval of any design modifications. Process contract modifications and negotiate with the Contractor on behalf of the CITY to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the CITY. Prepare field orders where cost to OWNER or time is not impacted. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the Contractor and approved by the CITY are not included in this scope of services.

4.8. Quality Assurance – CONSTRUCTION REPRESENTATIVE to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the construction contract documents. In this effort, endeavor to protect the CITY against defects and deficiencies in the work of Contractor, and prepare a Daily Construction Report documenting daily activities including any observed deficiencies. Notify Contractor of non-conforming work observed, review quality related documents provided by the Contractor such as test reports, equipment installation reports or other documentation required by the construction contract documents. Coordinate the work of the materials testing laboratory required for the testing or inspection of materials.

4.9. Site Visits

4.9.1. The CONSTRUCTION REPRESENTATIVE for the Northwest Water Reclamation Plant Raw Sewage and Waste Activated Sludge Pipelines shall provide full time on-site construction representation for an average of 40 hours per week for the first 8 weeks and last 8 weeks and 60 hours per week for 50 weeks during construction of the

project for a total of 66 weeks observing construction progress and quality, and to verify in general if the work is proceeding in accordance with the construction contract documents.

4.9.2. The CONSTRUCTION REPRESENTATIVE for the Northwest Water Reclamation Plant Outfall Pipelines shall provide full time on-site construction representation for an average of 40 hours per week for the first 4 weeks and last 4 weeks and 60 hours per week for 36 weeks during construction of the project for a total of 44 weeks observing construction progress and quality, and to verify in general if the work is proceeding in accordance with the construction contract documents.

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

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

4.10. Meetings and Phone Conferences

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

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

4.11. Record Drawings

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

The CONSTRUCTION REPRESENTATIVE will review the contractor's as-built drawings on a regular basis to confirm that they are being updated promptly and adequately. When construction is complete, the CONSTRUCTION REPRESENTATIVE will receive and review the as-built drawings from the contractor, and will then furnish these drawings, field notes, and other documents as needed to the ENGINEER for preparation of the Record Drawings that will reflect changes to the project made during construction.

5. Conservation of Funding

5.1. Budgeted fees calculated in each of the task categories listed above which go unused may be carried over into other task categories, but not applied to tasks outside the scope of this agreement.

5.2. All transfer for fees for services that go unused must be communicated to the CITY's Project Manager.

5.3. All unused fees that are not transferred to other tasks are expected to be reflected on invoices as unspent budget.

6. Internet Based Construction Management

6.1. The CONSTRUCTION REPRESENTATIVE will provide, for use by the CITY, the ENGINEER and selected Contractor, an internet-based construction management system. This system will be eBuilder, ProjectMates or approved equal.

6.2. The CONSTRUCTION REPRESENTATIVE will establish and maintain the project construction management system consistent with the requirements of the construction contract documents. The CONSTRUCTION REPRESENTATIVE will monitor the processing of contractor's submittals and provide for distribution, filing and retrieval of project documents, and provide monthly reports indicating the status of all submittals in the review process.

6.3. The CONSTRUCTION REPRESENTATIVE will monitor the process of the Contractor in sending and processing submittals to see that documentations is being processed in accordance with schedules.

6.4. The CONSTRUCTION REPRESENTATIVE will provide password protected access to the system for CITY, ENGINEER, Contractor, and other parties as needed.

7. Additional Services

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

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

8. Other Provisions

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

FREESE AND NICHOLS, INC.
EXHIBIT B

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

Northwest Water Reclamation Plant Pipelines

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

Item	Task Name	Hours	Fee
1	Construction Contract Administration	32	$5,120
2	Site Visits	8,080	$994,314
3	Project Management	68	$10,880
4	Reimbursable Expenses		$91,686
TOTAL			$1,102,000

2. **Terms of Payment**

Payments to the CONSTRUCTION REPRESENTATIVE will be made as follows:

A. The CONSTRUCTION REPRESENTATIVE shall provide the CITY sufficient documentation to reasonably substantiate the invoices.

B. The CONSTRUCTION REPRESENTATIVE will issue monthly invoices for all work performed under this Agreement. Invoices are due and payment within 30 days of approved receipt.

C. In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

D. If the CITY fails to make payment in full to the CONSTRUCTION REPRESENTATIVE for billings contested in good faith within 60 days of the amount due, the CONSTRUCTION REPRESENTATIVE may, after giving seven (7) days' written notice to CITY, suspend services under this Agreement until paid in full, including interest. In the event of suspension of services, the CONSTRUCTION REPRESENTATIVE shall have no liability to the CITY for delays or damages caused the CITY because of such suspension of services.

3. **Direct Expenses (Reimbursable)**

A. The CONSTRUCTION REPRESENTATIVE's Reimbursable Expenses, when part of the basis of compensation, are those costs incurred on or directly for the CITY's project, including, but not limited to: necessary transportation costs, including CONSTRUCTION REPRESENTATIVE's current rates for CONSTRUCTION REPRESENTATIVE's vehicles; meals and lodging; laboratory test and analyses; computer services; word processing services, telephone, printing, binding, and reproduction charges; all reimbursable costs associated with outside consultants, subconsultants, subcontractors, and other outside services and facilities; and other similar costs. Reimbursement for Reimbursable Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by the CONSTRUCTION REPRESENTATIVE. CONSTRUCTION REPRESENTATIVE and subcontractor direct (reimbursable) expenses will be billed at cost plus a 10 percent (10%) surcharge.

B. The CONSTRUCTION REPRESENTATIVE will be paid on an hourly basis rate, as shown in Exhibit C, and any subcontractor personnel services will be billed at cost as shown in Exhibit C. CONSTRUCTION REPRESENTATIVE and subcontractor direct (reimbursable) expenses will be billed at cost plus a 10 percent (10%) surcharge.

C. The CONSTRUCTION REPRESENTATIVE shall keep records on the basis of generally accepted accounting practices of costs and expenses and such records shall be available for inspection by the CITY during normal business hours.

4. **Not to Exceed Compensation**

The CONSTRUCTION REPRESENTATIVE will perform the Services described in Exhibit A at a "Not to Exceed" total compensation amount of $1,102,000.00, unless this Agreement is amended otherwise by the City Council. The final compensation for the major tasks can be over or under the estimated budget amount per task, as shown in this Exhibit B, as long as the total "Not to Exceed" amount is not surpassed.

FREESE AND NICHOLS, INC.
EXHIBIT C

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

Northwest Water Reclamation Plant Pipelines

Hourly Fee Schedule (2015):

Not to Exceed: Compensation to FNI for Basic Services in Exhibit A shall be computed on the basis of the Schedule of Charges, but shall not exceed One Million One Hundred Two Thousand Dollars ($1,102,000.00). If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Exhibit A, FNI will notify CITY for CITY's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

Position	Rate	Position	Rate
PRINCIPAL	389	3D VISUALIZATION COORDINATOR	190
GROUP MANAGER	272	ENVIRONMENTAL SCIENTIST VII	243
ENGINEER VIII	295	ENVIRONMENTAL SCIENTIST VI	212
ENGINEER VII	289	ENVIRONMENTAL SCIENTIST V	179
ENGINEER VI	251	ENVIRONMENTAL SCIENTIST IV	156
ENGINEER V	196	ENVIRONMENTAL SCIENTIST III	134
ENGINEER IV	179	ENVIRONMENTAL SCIENTIST II	94
ENGINEER III	159	ENVIRONMENTAL SCIENTIST I	93
ENGINEER II	150	ARCHITECT VI	214
ENGINEER I	124	ARCHITECT V	194
ELECTRICAL ENGINEER VI	238	ARCHITECT IV	156
ELECTRICAL ENGINEER V	192	ARCHITECT III	150
ELECTRICAL ENGINEER IV	158	ARCHITECT II	121
ELECTRICAL ENGINEER III	145	ARCHITECT I	104
ELECTRICAL ENGINEER II	140	PLANNER VI	226
ELECTRICAL ENGINEER I	133	PLANNER V	174
MECHANICAL ENGINEER VI	228	PLANNER IV	137
MECHANICAL ENGINEER V	202	PLANNER III	125
MECHANICAL ENGINEER IV	177	PLANNER I	103
MECHANICAL ENGINEER III	156	HYDROLOGIST V	196
PROGRAM MANAGER II	233	HYDROLOGIST IV	154
CONSTRUCTION CONTRACT ADMIN III (Manager)	195	HYDROLOGIST III	142
CONSTRUCTION CONTRACT ADMIN III (Spec. Insp)	160	HYDROLOGIST II	130
CONSTRUCTION CONTRACT ADMIN III (CM)	145	SENIOR GEOLOGIST	152
CONSTRUCTION CONTRACT ADMIN III (RPR)	111	GEOTECHNICAL ENGINEER VI	251
CONSTRUCTION CONTRACT ADMIN II (RPR)	126	PUBLIC INVOLVEMENT COORDINATOR	143
CONSTRUCTION CONTRACT ADMIN I (DCS II)	118	WEB SERVICES ADMINISTRATOR	167
CONSTRUCTION CONTRACT ADMIN I (DCS)	106	WORD PROCESSING/SECRETARIAL	86
DOCUMENT CONTROL CLERK	110	OPERATIONS ANALYST	155
SR DESIGNER	197	CONTRACT ADMINISTRATOR	98
DESIGNER II	168	INFORMATION SERVICES ADMINISTRATOR	85
DESIGNER I	141	INFORMATION SERVICES CLERK III	67
CADD DESIGNER	168	INFORMATION SERVICES CLERK II	63
TECHNICIAN IV	145	INFORMATION SERVICES CLERK I	62
TECHNICIAN III	115	CO-OP	75
TECHNICIAN II	96	STORMWATER ENGINEER VII	215
TECHNICIAN I	74	STORMWATER ENGINEER VI	198
GIS COORDINATOR	148	STORMWATER ENGINEER V	175
GIS ANALYST IV	138	STORMWATER ENGINEER IV	150
GIS ANALYST III	114	STORMWATER ENGINEER III	131
GIS ANALYST II	97	STORMWATER ENGINEER II	113
GIS ANALYST I	75	STORMWATER ENGINEER I	106

Rates for In-House Services

Technology Charge	Bulk Printing and Reproduction	
$8.50 per hour	Black and White	$0.10 per copy
	Color	$0.25 per copy
Travel	Plot - Bond	$2.50 per plot
Standard IRS Rates	Plot - Color	$5.75 per plot
	Plot - Other	$5.00 per plot
	Binding	$0.25 per binding

OTHER DIRECT EXPENSES:

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

These ranges and rates will be adjusted annually in February.

LUB 5

City of Lubbock
Capital Project
Project Cost Detail
February 25, 2016

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

		Budget
Encumbered/Expended		
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		81,021
Professional Services Contract for Final Design - APAI		8,841,689
Easement Acquisition		33,121
Land Acquisition		1,244,027
Construction Contract for NWWRP Potable Water Pipeline		1,245,847
Construction Contract for NWWRP, Eagle Contracting		53,685,000
Alan Plummer Construction Phase Services Contract		4,293,311
Eagle Contracting Change Order 1		(438,217)
Agenda Items February 25, 2016		
Utility Contractors of America Construction Contract		11,644,498
Freese and Nichols Construction Representative Contract		1,102,000
Alan Plummer Construction Administration Contract		271,937
Encumbered/Expended To Date		83,667,807
Estimated Cost for Remaining Appropriation		
Construction		10,632,193
Remaining Appropriation		10,632,193
Total Appropriation to Date	$	94,300,000

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

Meeting Date: 02/25/2016

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute professional services contract 12730 with Alan Plummer Associates, Inc., (APAI)for providing construction administration and engineer of record professional services for the Northwest Water Reclamation (NWWRP) Plant Pipeline Projects.

Item Summary

The City of Lubbock's 2009 Wastewater Master Plan and the 2012 NWWRP Feasibility Study recommended commissioning a new Water Reclamation Plant to add waste water treatment capacity to serve the northwest quadrant of the City of Lubbock, Texas Tech University and the Medical District.

APAI has performed the engineering design for the NWWRP project and associated raw wastewater diversion and treated effluent outfall pipelines. This professional services agreement between the City of Lubbock and APAI is for the purpose of furnishing Construction Administration and Engineer of Record Professional Services for the NWWRP Diversion and Outfall Pipeline Projects. The scope of work will include general construction administration and engineer of record services such as reviews of shop drawings, request for information (RFI's), field orders, change orders and pay applications and attendance of site visits.

Staff conducted contract negotiations with APAI and fair and reasonable hourly rates were agreed upon for a total not to exceed amount of $271,937 with 500 days contract duration. Staff recommends APAI be awarded the Construction Administration and Engineer-of-Record Contract for the construction of the NWWRP Diversion and Outfall Pipeline Projects.

Fiscal Impact

$94,300,000 is appropriated in Capital Improvement Project 92221, NWWRP, with $271,937 available for this purpose.

Staff/Board Recommending

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

Attachments

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Professional Services Agreement relating to the general Construction Administration of the Northwest Water Reclamation Plant Pipelines Projects, by and between the City of Lubbock and Alan Plummer Associates, Inc., and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the 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, Deputy City Attorney

RES.PSC-Alan Plummer Associates, Inc.-Construction Administration-Northwest Water Reclamation Plant Pipelines Project 2.9.16
2.9.2016

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Contract, (the "Contract" or "Agreement"), effective as of the ___ day of _____, 2016 (the "Effective Date"), is by and between the City of Lubbock, (the "CITY"), a Texas home rule municipal corporation, and Alan Plummer Associates, Inc., ("ENGINEER") a Texas professional corporation authorized to conduct business in Texas.

WITNESSETH

WHEREAS, the City desires to obtain professional engineering services related to the general Construction Administration of the Northwest Water Reclamation Plant Pipeline Projects (the "Activities");

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

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

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

ARTICLE I. TERM

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

ARTICLE II. SERVICES AND COMPENSATION

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

B. ENGINEER shall receive as consideration to be paid for the performance of the Services set forth in the Basic Services, and if directed by City, the Additional Services and/or Special Services, based on hourly rates, not to exceed $271,937, per Exhibit "A," Exhibit "B," and Exhibit "C."

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON-ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

ARTICLE VI. SCOPE OF SERVICES

ENGINEER shall accomplish the following:

Professional Engineering Services related to the general construction administration of the Northwest Water Reclamation Plant Pipeline project, as defined and provided in Exhibit "A," "Scope of Services."

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

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

Commercial General Liability:
- Per Occurrence Single Limit: $1,000,000
- General Aggregate Limit: $2,000,000

Professional Liability:
- Combined Single Limit: $1,000,000

Automobile Liability:
- Combined Single Limit for any auto: $1,000,000 Per Occurrence

ENGINEER shall further cause any approved subcontractor or subconsultant to procure and carry, during the term of this Agreement, insurance coverage, as specified above for ENGINEER, including without limitation protecting CITY against direct losses caused by the professional negligence of the approved subcontractor or subconsultant. The CITY shall be listed as a primary and noncontributory additional insured with respect to the Automobile Liability and Commercial General Liability and shall be

granted a waiver of subrogation under those policies. ENGINEER shall provide a Certificate of Insurance to the CITY as evidence of coverage.

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

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

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

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

Alan Plummer Associates, Inc.
Attn: David Gudal, P.E.
1320 South University Drive, Suite 300
Fort Worth, Texas 76107
Telephone: (817) 806-1700
Facsimile: (817) 870-2536

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

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

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

ARTICLE XIV. CITY-PROVIDED DATA

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

F. Construction and Venue.

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

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

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

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

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

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

L. Notice of Waiver. A waiver by either CITY or ENGINEER of a breach of this Agreement must be in writing and duly authorized to be effective. In the event either party shall execute and deliver such

waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.

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

N. Appropriation. All funds for payment by the CITY under this contract are subject to the availability of an annual appropriation for this purpose by the CITY. In the event of non-appropriation of funds by the CITY Council of the CITY of Lubbock for the goods or services provided under this Contract, the CITY will terminate the Contract, without termination charge or other liability, on the last day of the then -current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the CITY shall not be obligated under this Contract beyond the Non-Appropriation Date.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

for Mike

Michael G. Keenum, P.E., City Engineer

John Turpin P.E.

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

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

ALAN PLUMMER ASSOCIATES, INC.

By:

Name: David A. Gudal, P.E.
Title: Principal

macintosh hd:users:nitsy:library:containers:com.apple.mail:data:library:mail downloads:25085ce3-8936-4e06-b543-7e2a9c679e5e:lubbock_new_constructionphase_eor_pipelines.docx

ALAN PLUMMER ASSOCIATES, INC.

EXHIBIT A

This Exhibit A is part of the Agreement between Alan Plummer Associates, Inc. (APAI) (the "Engineer") and the City of Lubbock (the "City") for a project generally described as:

NORTH WEST WATER RECLAMATION PLANT (NWWRP) DIVERSION AND OUTFALL PIPELINE ENGINEER-OF-RECORD CONSTRUCTION PHASE SERVICES

The purpose of this Agreement is to furnish services that are unique to the Engineer-Of-Record so that, in cooperation with the City's CONSTRUCTION REPRESENTATIVE, complete construction phase services are provided. The professional services of a CONSTRUCTION REPRESENTATIVE shall supplement the duties of the ENGINEER OF RECORD contained in this agreement. The CITY shall procure these services by a separate CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT (herein called the "CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT") that provides primarily project administration and field representation to the CITY. Said CONSTRUCTION REPRESENTATIVE and the City shall execute the CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT at a future date. Upon said execution, the City shall provide a copy of the CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT to the Engineer.

1.0 Engineer-of-Record

1.1. The Engineer-of-Record for this project shall be:

Diversion Pipeline:

Jason Swofford (TX P.E. No.87911)	and	Josh Frisinger (TX P.E. No. 97545)
Vice President Engineering		Project Manager
Hugo Reed and Associates, Inc.		Alan Plummer Associates, Inc.

Outfall Pipeline:

Colden Rich (TX P.E. No.110231)
Project Manager
Enprotec / Hibbs & Todd, Inc.

2.0 Northwest Water Reclamation Plant Diversion and Outfall Pipeline - General Construction Administration Phase Services

2.1. The Engineer's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the end of the construction period for the project including associated testing and startup services identified in this Contract.

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

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

2.4. Engineer's Personnel at Construction Site

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

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

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

3.0 Construction Representative Cooperation

3.1. The ENGINEER shall coordinate and interface with CITY staff and with CITY's selected CONSTRUCTION REPRESENTATIVE per the CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT to accomplish the tasks identified herein.

3.2. CITY's selected CONSTRUCTION REPRESENTATIVE per the CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT will handle the following:

3.2.1. Provide construction administration

3.2.2. Manage project documentation

3.2.3. Represent CITY on the job site

3.2.4. Accomplish quality assurance tasks

3.2.5. Provide an internet-based construction management system.

3.2.6. Schedule the pre-construction conference for each pipeline, construction progress meetings and additional meetings along with developing the agenda and preparing meeting notes for each meeting.

3.2.7. Establish procedures for administering changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the CITY to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the CITY. Documentation of field orders, where cost to CITY is not impacted, will also be prepared.

3.3. The ENGINEER shall review and make recommendations to the CITY for payment applications made by the Contractor. Recommendations by the Engineer to the City for periodic construction progress payments to the construction contractor will be based on the Engineer's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent: that continuous or detailed examinations have been made by the Engineer to ascertain that the construction contractor has completed the work in exact accordance with the contract documents; that the final work will be acceptable in all aspects; that the Engineer has made an examination to ascertain how or for what purpose the construction contractor has used the monies paid; that title to any of the work, materials, or equipment passed to the City free and clear of liens, claims, security interested, or encumbrances; or that there are no other matters at issue between the City and the construction contractor that affect the amount that should be paid.

3.3.1. Receive and evaluate notices of contractor claims and make recommendations to the CITY on the merit and value of the claim on the basis of information submitted by the contractor

or available in project documentation, and will endeavor to negotiate a settlement value with the Contractor on behalf of the CITY if appropriate.

3.4. The ENGINEER will complement the CITY's CONSTRUCTION REPRESENTATIVE per the CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT to accomplish the remaining Construction Phase Services tasks, to include items listed below.

3.5. The ENGINEER shall supply data to the CITY's CONSTRUCTION REPRESENTATIVE for entry into the online project management system.

3.6. The ENGINEER shall receive project documentation from the CITY's CONSTRUCTION REPRESENTATIVE per the CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT for approval as the Engineer-of-Record.

3.7. The ENGINEER shall provide timely response and necessary approvals to submittals, Requests For Information (RFI), Change Orders (CO), Contract Modification Requests (CMR), and all other project actions coordinated by the CONSTRUCTION REPRESENTATIVE.

3.8. The ENGINEER shall expect all administration and management of communication, documentation, and correspondence to be handled by the CONSTRUCTION REPRESENTATIVE per the CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT.

4.0 Site Visits

4.1. The ENGINEER shall visit the site as requested by City's Project Manager, and shall include scope and fee for at least four (4) and no more than twelve (12) site visits each for the outfall pipeline project and for the diversion pipeline project utilizing local personnel.

4.2. Additional site visits beyond those listed will be an Additional Service.

4.3. The ENGINEER may recommend visiting the site at any time, subject to funding and approval by the Owner's Representative.

4.4. The ENGINEER must visit the site to perform a substantial completion and final completion observations for determining if the projects were constructed in accordance with the plans and specifications. These visits will be scheduled by the CITY and the CONSTRUCTION REPRESENTATIVE.

4.5. The City's approval, acceptance, use of, or payments for all or any part of Engineer's services hereunder or the project itself shall in no way alter the Engineer's obligations or the City's rights hereunder.

5.0 Construction Progress Meetings

5.1. The ENGINEER will participate in up to twelve (12) monthly construction progress meetings for the outfall pipeline project and up to (15) for the diversion project. For the outfall pipeline, engineering staff based in Lubbock will attend most of these meetings. For the diversion pipeline the APAI project manager will attend the meetings if they are scheduled on or adjacent to the day of a NWWRP Plant construction meeting, and Hugo Reed will attend up to five (5) meetings as required.

5.2. Additional meetings beyond those listed will be an Additional Service.

6.0 Shop Drawings and Submittal Review

The ENGINEER will review samples; catalog data; schedules; shop drawings; laboratory, shop, and mill tests of materials and equipment; and other data pursuant to the general conditions of the construction contract. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the construction contract documents. The fee is based on review of up to 20 submittals for the outfall project and 30 submittals for the diversion project. If additional reviews are necessary, due to incomplete submittals, or multiple review iterations, it will be considered an Additional Service. Investigations, analyses, and studies required by the contractor and approved by the City for substitutions of equipment and/or materials or deviations from the plans and specifications will be considered an Additional Service. This review is for the benefit of the City and covers only general compliance with the information given by the construction contract documents. It does not relieve the Contractor of any responsibilities such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect the workers and the public, or the necessity to construct and complete a workable facility in accordance with the construction contract documents.

7.0 Requests for Information

The ENGINEER will interpret the intent of the plans and specifications and respond to requests for information (RFIs) for the City and contractors. The fee is based on processing up to 20 RFIs for the outfall project and 30 RFIs for the diversion project. If additional RFIs are submitted beyond this, it will be considered an Additional Service.

8.0 Contract Modifications:

8.1. ENGINEER will review Contractor Modification Requests (CMRs) and prepare Proposed Contract Modifications (PCMs) for items identified during construction that are necessary or requested by the City or Contractor, but are not in accordance with the construction documents.

8.2. ENGINEER will prepare documentation for contract modifications required to implement modifications in the design of the project. The fee is based on processing up to 10 contract

changes for the outfall project and 15 contract changes for the diversion project. If additional CMRs or PCMs are requested beyond this, it will be considered an Additional Service.

8.3. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the Owner are an additional service.

9.0 Substantial and Final Review

9.1. The ENGINEER will conduct, in the company of the City's representative, a substantial completion review for both projects for conformance with the design concept of the project and general compliance with the contract documents and provide a list of deficiencies to the contractor.

9.2. The ENGINEER will conduct, in the company of the City's representative, a final review for both projects for conformance with the design concept of the project and general compliance with the contract documents, verify that items identified on the deficiency list from the substantial completion review have been completed, and make recommendation for final payment to the contractor.

10.0 Record ("As-built") Drawings

10.1. The ENGINEER will revise the construction drawings in accordance with the information furnished by the construction contractor and the Resident Project Representative reflecting changes to the project made during construction. Record drawings are defined as the drawings produced by the Engineer's modifications to the original design drawings to reflect the changes during the construction.

10.2. The ENGINEER will prepare record drawings, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed.

10.3. The ENGINEER is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

10.4. Record drawings for the project will be issued by the ENGINEER within sixty (60) days after the comments and markups are provided by the construction contractor and the City.

10.5. The ENGINEER will provide the City with two (2) digital copies in Adobe PDF on compact disc, one full-sized (22" x 34") set of reproducible prints (unbound, Mylar), five (5) half-sized (11" x 17") sets of plans (bound, bond), and two (2) full-sized (22" x 34") sets of plans (bound, bond) to the City.

ADDITIONAL ENGINEERING SERVICES

Additional engineering services may be performed by the ENGINEER, if authorized by the City, which are not included in the above-described Basic Engineering Services, as described below:

1. Preparing applications and supporting documents for grants, loans, or planning advances for providing data for detailed applications.
2. Providing additional copies of reports, plans, specifications, and contract documents.
3. Processing additional shop drawings, O&M Manuals, RFIs or CMRs/PCMs above the number specified in Basic Services.
4. Attending additional meetings or site visits not covered in Basic Services.
5. Preparing environmental impact statements, storm water discharge permits, and 404 permit applications, except as specifically included in the Basic Engineering Services.
6. Excessive submittal reviews.
7. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties other than condemnation proceedings arising from the development or construction of the project, including the preparation of engineering data and reports for assistance to the City.
8. Investigations involving detailed consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits for inventories required for certifications by force account performed by the City.
9. Payment of fees for permit applications and publication of notices.
10. Public relations activities and consulting services.
11. Any other additional services that may be required by the City for completion of the Project that are not included in the Basic Engineering Services.

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

OTHER PROVISIONS

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

ALAN PLUMMER ASSOCIATES, INC.

EXHIBIT B

This Exhibit B is part of the Agreement between Alan Plummer Associates, Inc. (the "Engineer") and the City of Lubbock (the "City") for a project generally described as:

NORTH WEST WATER RECLAMATION PLANT (NWWRP) DIVERSION AND OUTFALL PIPELINE CONSTRUCTION SERVICES

1. Budget Amount by Scope Item

Task Item	Task Name	Estimated Budget Amount
1	General Construction Admin	$271,937
Total Basic Engineering Services (Not to Exceed)		**$271,937**

2. Terms of Payment

Payments to the Engineer will be made as follows:

A. The Engineer shall provide the City sufficient documentation to reasonably substantiate the invoices.

B. The Engineer will issue monthly invoices for all work performed under this Agreement. Invoices are due and payment within 30 days of approved receipt.

C. In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The City will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

D. If the City fails to make payment in full to the Engineer for billings contested in good faith within 60 days of the amount due, the Engineer may, after giving seven (7) days' written notice to City, suspend services under this Agreement until paid in full, including interest. In the event of suspension of services, the Engineer shall have no liability to the City for delays or damages caused the City because of such suspension of services.

3. Direct Expenses (Reimbursable)

A. The Engineer's Reimbursable Expenses, when part of the basis of compensation, are those costs incurred on or directly for the City's project, including, but not limited to: necessary transportation costs, including Engineer's current rates for Engineer's vehicles; meals and

lodging; laboratory test and analyses; computer services; word processing services, telephone, printing, binding, and reproduction charges; all reimbursable costs associated with outside consultants, subconsultants, subcontractors, and other outside services and facilities; and other similar costs. Reimbursement for Reimbursable Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by the Engineer. Engineer and subcontractor direct (reimbursable) expenses will be billed at cost plus a 10 percent (10%) surcharge.

B. The Engineer will be paid on an hourly basis rate, as shown in Exhibit C, and any subcontractor personnel services will be billed at cost as shown in Exhibit C. Engineer and subcontractor direct (reimbursable) expenses will be billed at cost plus a 10 percent (10%) surcharge.

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

4. Not to Exceed Compensation

The Engineer will perform the services described in Exhibit A at a "Not to Exceed" total compensation amount of $271,937, unless this Agreement is amended otherwise by the City Council. The final compensation for the major tasks can be over or under the estimated budget amount per task, as shown in No. 1 of this Exhibit C, as long as the total "Not to Exceed" amount is not surpassed.

ALAN PLUMMER ASSOCIATES, INC.

EXHIBIT C

This Exhibit C is part of the Agreement between Alan Plummer Associates, Inc. (the "ENGINEER") and the City of Lubbock (the "CITY") for a project generally described as:

NORTH WEST WATER RECLAMATION PLANT (NWWRP) DIVERSION AND OUTFALL PIPELINE CONSTRUCTION SERVICES

Hourly Fee Schedule (2016):

Staff Description	Alan Plummer Associates, Inc.		Enprotec/Hibbs & Todd, Inc.	Hugo Reed
	Staff Code	Billing Rate	Billing Rate	Billing Rate
Admin. Staff	A1 – A3	$ 78.00	$ 61.00	$ 58.00
Senior Admin. Staff	A4	$ 94.00	--	$ 94.00
Designer/Technician	C1 – C2	$ 95.00	$ 110.00	$ 88.00
Senior Designer/Technician	C3 – C4	$ 121.00	--	--
Engineer-in-Training Scientist-in-Training	ES1 – ES3	$ 122.00	$ 132.00	$ 110.00
Project Engineer/Scientist	ES4	$ 138.00	$ 138.00	$ 140.00
Senior Project Engineer/Scientist	ES5	$ 158.00	--	$ 171.00
Project Manager	ES6	$ 179.00	$ 154.00	$ 176.00
Senior Project Manager	ES7	$ 233.00	$ 176.00	--
Principal	ES8 – ES9	$ 265.00	$ 209.00	$ 185.00

City of Lubbock
Capital Project
Project Cost Detail
February 25, 2016

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

		Budget
Encumbered/Expended		
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		81,021
Professional Services Contract for Final Design - APAI		8,841,689
Easement Acquisition		33,121
Land Acquisition		1,244,027
Construction Contract for NWWRP Potable Water Pipeline		1,245,847
Construction Contract for NWWRP, Eagle Contracting		53,685,000
Alan Plummer Construction Phase Services Contract		4,293,311
Eagle Contracting Change Order 1		(438,217)
Agenda Items February 25, 2016		
Utility Contractors of America Construction Contract		11,644,498
Freese and Nichols Construction Representative Contract		1,102,000
Alan Plummer Construction Administration Contract		271,937
Encumbered/Expended To Date		83,667,807
Estimated Cost for Remaining Appropriation		
Construction		10,632,193
Remaining Appropriation		10,632,193
Total Appropriation to Date	$	94,300,000

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

Meeting Date: 02/25/2016

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 12682 with MH Civil Constructors for construction of Southeast Water Reclamation Plant (SEWRP) Sludge Drying Bed Project RFP 16-12682-JM.

Item Summary

In a recent facility inspection by the Texas Commission on Environmental Quality (TCEQ), it was noted that the sludge drying beds and the leachate collection system at the SEWRP were in "significant disrepair" and needed improvement.

In response, the City of Lubbock has elected to repair two of the sludge drying beds and associated leachate collection systems. The City is currently in the process of restructuring the solids handling process at the SEWRP .

The scope of this construction project includes demolishing the existing sludge drying beds and replacing them with five smaller drying beds that will be used for the purpose of drying any waste associated with jetting /cleaning activities throughout the City's stormwater and wastewater collection system.

Four proposals were received and opened on January 27, 2016. They were as follows:

MH Civil Constructors, Inc. of Amarillo, TX	$508,499
Thunder Well Service, LLC of Shallowater, TX	613,830
Brown McKee, Inc. of Lubbock, TX	857,070
Tommy Klein Construction, Inc. of Lubbock, TX	858,792

The proposals were evaluated using the following criteria: 60% Price, 25% Contractor Qualifications, 5% Safety Record, and 10% Construction Time. The maximum point value is 100 points. These contractors were ranked as follows:

MH Civil Constructors, Inc. of Amarillo, TX	96 points
Brown McKee, Inc. of Lubbock, TX	71 points
Thunder Well Service, LLC of Shallowater, TX	69 points
Tommy Klein Construction, Inc. of Lubbock, TX	68 points

Staff and Evaluation Committee recommend award of the unit price contract to the highest ranked proposer, MH Civil Constructors, Inc. of Amarillo, Texas for the contract amount of $508,499. Time for substantial completion is 120 calendar days.

Fiscal Impact

$655,000 is appropriated in Capital Improvement Project 92423, Drying Bed Rehabilitation, with $508,499 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Contract MH Civil Constructors, Inc.

Letter

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract 12682 for S. E. Water Reclamation Plant Sludge Drying Bed Improvements, by and between the City of Lubbock and MH Civil Constructors, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
L. Wood Franklin, P.E., Director of Water Utilities

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Contract-MH Civil Constructors, Inc.
1.29.16

REVISED

PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

DATE: January 27, 2016

PROJECT NUMBER: **RFP 16-12682-JM – S.E. Water Reclamation Plant Sludge Drying Bed Improvements**

Proposal of MH Civil Constructors, Inc. (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the S.E. Water Reclamation Plant Sludge Drying Bed Improvements, having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the work required under the contract documents.

BASE PROPOSAL

ITEM NO.	DESCRIPTION	UNIT	Estimated Quantity	Unit Price	Extended Amount
1	Mobilization/demobilization	LS	1	$ 16,505.00	$ 16,505.00
2	Trench Safety	LS	1	$ 2,689.00	$ 2,689.00
3	Demolition and disposal of existing sludge drying beds and underdrains	LS	1	$ 44,445.00	$ 44,445.00
4	Site grading/caliche pad	LS	1	$ 33,639.00	$ 33,639.00
5	Structural Concrete (estimated 500 c.y.)	LS	1	$ 242,483.00	$ 242,483.00
6	Underdrain with media and piping	LS	1	$ 32,392.00	$ 32,392.00
7	Fiberglass manholes with stubs	EA	1	$ 8,290.00	$ 8,290.00
8	Cut and Plug existing sludge line	LS	1	$ 6,810.00	$ 6,810.00
9	Extension of 4" potable wash-down line with hose bibs	LF	470	$ 36.00	$ 16,920.00
10	RPZ backflow preventer and hotbox	EA	1	$ 20,405.00	$ 20,405.00
11	Bollards	EA	20	$ 640.00	$ 12,800.00

ITEM NO.	DESCRIPTION	UNIT	Estimated Quantity	Unit Price	Extended Amount
12	Drying Bed Access Road	SY	5,350	$ 9.00	$ 48,150.00
13	Signage	LS	1	$ 5,051.00	$ 5,051.00
14	Remove and replace fencing	LF	320	$ 56.00	$ 17,920.00
				TOTAL PROPOSAL AMOUNT (Items 1 – 14)	$ 508,499.00

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONTRUCTION TIME for completion:

The proposed number of consecutive calendar days to completion: 120 Days

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to complete the project within **180 CONSECUTIVE CALENDAR DAYS** thereafter as stipulated in the specifications and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of **$300** for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

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

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

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

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

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

bb Offeror's Initials

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

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

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

Date: January 27, 2016

Authorized Signature

Saul B. Hernandez
(Printed or Typed Name)

MH Civil Constructors, Inc.
Company
4200 Ridgecrest Circle, Ste. 11
Address
Amarillo, Randall
City, County
Texas, 79109
State Zip Code
Telephone: 806 - 367-6043
Fax: N.A. -
Email: saulh@mh-civil.com

(Seal if Offeror is a Corporation)

ATTEST:

Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date January 15, 2016
Addenda No. 2 Date January 20, 2016
Addenda No. 3 Date January 22, 2016
Addenda No. ____ Date ____

FEDERAL TAX ID or SOCIAL SECURITY No.

27-2016347

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

PARKHILLSMITH&COOPER

4222 85th Street
Lubbock, Texas 79423
806.473.2200

February 8, 2016

Mr. Zoltan Fekete
City of Lubbock
1625 13th Street
Lubbock, TX 79457

Re: City of Lubbock SWERP- Sludge Drying Bed Improvements
RFP No. 16-12682-JM
PSC No. 01281014

Dear Zoltan:

On January 27, 2016 four sealed proposals were opened by the City of Lubbock for the referenced project. Attached with this cover letter, you will find a detailed evaluation for each proposal. A summary of the evaluation scoring has been provided below:

Contractor	Total Points
MH Civil Constructors	386
Brown McKee	282
Thunder Well Service	273
Tommy Klein Construction	266

A review of each proposal was performed by Parkhill, Smith, and Cooper and City staff. Based upon the selection criteria set forth in the contract documents, it appears that MH Civil Constructors provides the best value for the City of Lubbock in the amount of $508,499.00.

Based on the information above, we recommend that the project be awarded to MH Civil Constructors. Should you have additional questions or concerns please do not hesitate to call (806) 473-2200.

Sincerely,
PARKHILL, SMITH & COOPER, INC.

By _____
Brian M. Stephens P.E.
Firm Principal/Env. Sector Director

BMS/zd
Enclosures
X:\2014\2810.14\BID-PROPOSAL PHASE\Recommendation Letter.docx

City of Lubbock, TX
Purchasing and Contract Management
Evaluation Criteria Score Sheet

RFP 16-12682-JM
SEWRP Sludge Drying Beds Improvements
Date: February 3, 2016

		Brown McKee					MH Civil Constructors, Amarillo TX				
		Bid= 857,070, EMR=0.99, Days=179					Bid-508,499, EMR=0.98, Days=120				
		Mary	*Trevor*	*Brian*	*Zoltan*		*Mary*	*Trevor*	*Brian*	*Zoltan*	
Criteria	Pts	Subtotal	Subtotal	Subtotal	Subtotal	Subtotal	Subtotal	Subtotal	Subtotal	Subtotal	Subtotal
Price	60	35.6	35.6	35.6	35.6		60.0	60.0	60.0	60.0	
Contractor Qualifications	25	25.0	22.5	25.0	22.5		25.0	22.5	20.0	20.0	
Safety Record Questionnaire	5	4.5	4.5	4.5	4.5		4.5	4.5	4.5	4.5	
Construction Time	10	6.7	6.7	6.7	6.7		10.0	10.0	10.0	10.0	
Subtotal points	100	*71.8*	*69.3*	*71.8*	*69.3*		*99.5*	*97.0*	*94.5*	*94.5*	
Total Points				***282***					***386***		
Average				***71***					***96***		

		Thunder Well Service, Shallowater TX					Tommy Klein Construction, Lubbock TX				
		Bid= 613,830, EMR= 1.00, Days= 150					Bid=858,792, EMR= 0.89, Days= 180				
		Mary	*Trevor*	*Brian*	*Zoltan*		*Mary*	*Trevor*	*Brian*	*Zoltan*	
Criteria	Pts	Subtotal	Subtotal	Subtotal	Subtotal	Subtotal	Subtotal	Subtotal	Subtotal	Subtotal	Subtotal
Price	60	49.7	49.7	49.7	49.7		35.5	35.5	35.5	35.5	
Contractor Qualifications	25	10.0	12.5	10.0	10.0		20.0	22.5	20.0	15.0	
Safety Record Questionnaire	5	0	0	0	0		5.0	5.0	5.0	5.0	
Construction Time	10	8.0	8.0	8.0	8.0		6.7	6.7	6.7	6.7	
Subtotal points	100	*67.7*	*70.2*	*67.7*	*67.7*		*67.2*	*69.7*	*67.2*	*62.2*	
Total Points				***273***					***266***		
Average				***69***					***68***		

City of Lubbock, TX
Capital Project
February 25, 2016

Capital Project Number:	92423
Capital Project Name:	Drying Bed Rehabilitation

	Budget
Encumbered/Expended	$ -
Agenda Items February 25, 2016	
MH Civil Constructors Construction Contract	508,499
Encumbered/Expended To Date	508,499
Estimated Costs for Remaining Appropriation	
Construction	146,501
Remaining Appropriation	146,501
Total Appropriation to Date	$ 655,000

Project Name **Drying Bed Rehabilitation** *Project Number* **92423**

Managing Department **Wastewater Treatment**

Project Manager **Mary Gonzales**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope
Rehabilitation of the drying beds located at the Southeast Water Reclamation Plant.

Project Justification
The City's Southeast Water Reclamation Plant drying beds have surpassed their useful life and need to be rehabilitated. Debris from the sewer collection system is placed in these beds to be dried before disposal. With the growth of the collection system this will allow more debris to be dried and removed more efficiently. This removal process is regulated by the Texas Commission on Environmental Quality.

Project History
The drying beds were identified in a recent Texas Commission on Environmental Quality inspection as an area that needed to be rehabilitated. This project will ensure the continous compliance with the City's Texas Pollution Discharge Elimination permit and regulatory requirements.

$655,000 was appropriated in the FY 2015-16 Budget, Ord. No. 2015-O0094, September 10, 2015.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Project Amount
Construction	0	655,000	0	0	0	0	0	655,000
Total Project Appropriation	0	655,000	0	0	0	0	0	655,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Funding
FY 2016 Wastewater Revenue CO's	0	655,000	0	0	0	0	0	655,000
Total Funding Sources	0	655,000	0	0	0	0	0	655,000

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

Meeting Date: 02/25/2016

Information

Agenda Item

Resolution - Water Resources: Consider a resolution authorizing the Mayor to execute contract 12757 with Bill Sides allowing the City to provide reclaimed water for agricultural purposes.

Item Summary

The City of Lubbock Southeast Water Reclamation Plant (SEWRP) is permitted to treat and dispose of 31.5 million gallons of effluent per day. Currently due to the construction upgrades at the SEWRP, 9 million gallons is the maximum amount of high quality effluent that can be either stream discharged or provided by contract to Xcel Energy for reuse. The remaining 22.5 million gallons must be land applied according to the City's Texas Commission on Environmental Quality (TCEQ) Wastewater Discharge permit. Since 1987, the City of Lubbock has been authorized by the TCEQ under 30 TAC Chapter 210 to provide reclaimed water to land owners adjacent to the City's land application facilities. Reclaimed water is treated wastewater effluent which is transported to the Lubbock Land Application site reservoir before using it for crop irrigation. The water that the City is currently providing customers for agricultural purposes is classified as Type II reuse water which is the lowest quality water allowable for reuse. The City does not receive any monetary compensation for allowing its Chapter 210 customers to use the reclaimed water. However, by allowing these customers to use its reclaimed water, the City is provided with more flexibility in managing its reclaimed water on the Lubbock Land Application site. Retaining these additional reuse options reduces the risk of over-applying the reclaimed water at the Lubbock Land Application site in violation of the City's TCEQ Wastewater Discharge Permit. The reclaimed water sent to Chapter 210 users may be interrupted due to it not meeting Chapter 210 water quality standards or due to the lack of water availability. Since December 2001, Bill Sides has been under contract with the City to use a portion of its reclaimed water to irrigate his cotton. This contract is a new contract that will allow the continued use of reclaimed wastewater effluent for another 5 years term.

Fiscal Impact

There is no revenue associated with this contract. However, without the flexibility of having this contract, the City could be subject to a violation of the City's TCEQ permit, with a potential penalty of as much as $25,000 per day.

Staff/Board Recommending

L. Wood Franklin, P.E., Director of Public Works
Lubbock Water Advisory Commission

Attachments

Resolution - Wastewater Bill Sides
Contract - Wastewater Bill Sides

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Reclaimed Water Supply Contract, by and between the City of Lubbock and Bill Sides, and related documents. Said Contract is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____, 2016.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Aubrey A. Spear, Director of Water Utilities

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

res-wastewater.Bill Sides
2.9.16

CITY OF LUBBOCK RECLAIMED WATER
SUPPLY CONTRACT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

WHEREAS, Bill Sides (the "User") certifies, represents and warrants that he is the owner or has authorization to enter into this agreement (the "Contract") on behalf of the owner, of the lands described as follows (the "Property"):

Property: A Tract of 188.1 acres of land known generally as Tract Number Seven of the A.H. Baer Estate lands in Lubbock County, Texas and being 93.9 acres out of Section 3, Block I, 12.8 acres out of Section 20, Block S and 61.4 acres out of Section 76, Block A, described by metes and bounds as follows: Beginning at 1¼" iron pipe set for the Southwest corner of this tract which said iron pipe is located 875.25 varas North 89° 42' West and 76.9 varas South 0° 38' East from the Northeast corner of Survey Number Twenty (20), Block S in Lubbock County, Texas; Thence North 0° 38' West at 76.9 varas cross the north line of Section 20, Block S and the South line of Section 76, Block A; at 1027 varas the Northwest corner of this tract in center of public road going east and west; iron pipe on south side of road; Thence South 87° 52' East at 495.05 varas cross the East line of Section 76, Block A and West line of Section 3, Block I; at 1058.25 varas the Northeast corner of this tract in center of public roads going north, south, and west and in the east line of Section 3, Block I; Thence South 0° 26' East 982 varas to the Southeast corner of this tract in center of public road going north and south; in the east line of Section 3, Block I; in the east line of Section 3 , Block I, iron pipe on West side of road; Thence North 89° 42' West at 183 varas cross the west line of Section 3, Block I and east line of Section 20, Block S; at 1058.25 varas the place of beginning and containing 188.1 acres, more or less, of land.

WHEREAS, the City of Lubbock (the "City") operates and manages the Southeast Water Reclamation Plant, and the Texas Commission on Environmental Quality (herein called "TCEQ") has the authority to regulate and enforce activities under this Contract regarding the use of Reclaimed Water (herein so called); and,

WHEREAS, the City is authorized to provide Reclaimed Water pursuant to TCEQ Authorization No. R10353-002C for Type II use pursuant to 30 Tex. Admin. Code Chapter 210, a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the City Council finds that it is a public benefit to the City at this time for the User to receive the Reclaimed Water pursuant to this contract as it is currently excess to the City; and

WHEREAS, User desires to receive from the City, and the City desires to provide to User, to the extent available, Reclaimed Water for the purpose(s), and only the purposes, stated in Section 1.01 of this Contract.

NOW THEREFORE, USER AND CITY CONTRACT AND AGREE AS FOLLOWS:

ARTICLE I USE OF RECLAIMED WATER

1.01 Subject to the terms and conditions hereof, the City shall provide, and User shall receive, Reclaimed Water for, limited to use upon the Property for the purpose of (check all that apply):

X Agricultural irrigation of crops not for human consumption

_____ Irrigation of crops that will be peeled, skinned, cooked, or thermally processed before human consumption is allowed

_____ Agricultural irrigation of pastures for grazing of non-milking animals

_____ Industrial cooling water

1.02 To the extent the City is authorized by the Permit to distribute Reclaimed Water and that Reclaimed Water is available as solely determined by the City, the City shall provide

Reclaimed Water to the User on a demand basis only. User expressly agrees and understands that the use of Reclaimed Water contemplated hereby is made on an "as available" basis from the City. Further, the City may be required from time to time to cease deliveries of Reclaimed Water to User in the event State dictated quality standards are not met. Nothing in this Contract shall ever be construed to obligate the City to provide Reclaimed Water to the User.

1.03 The term of this Contract shall be five years (5) years, commencing on March 1, 2016 and expiring on March 1, 2021.

ARTICLE II DUTIES OF USER

2.01 Prior to being provided Reclaimed Water, as contemplated herein, User shall submit to the City, certified by a licensed Texas engineer, its (a) transfer, storage, and irrigation design plan; (b) operation, water balance (or substitute that of the City) and maintenance plan; and (c) contingency spill plan. The plans submitted by User shall be in full and complete compliance with all applicable federal and state statutes, rules, regulations, and local ordinances, including, but not limited to, Title 30, Chapter 210, of the Texas Administrative Code. The plans submitted shall include, at a minimum, i) labeling and separation plan for prevention of cross contamination; (ii) measures to be utilized to prevent unauthorized access to Reclaimed Water facilities; (iii) procedures for monitoring Reclaimed Water transfer and use; (iv) steps the User will initiate to minimize risk of inadvertent human exposure; (v) schedules for routine maintenance; (vi) procedures for employee training and safety precautions relating to Reclaimed Water treatment, distribution and management; and (vii) contingency plan for remedy of system failures, unauthorized discharges, or upsets. The City shall have the authority to review the submitted plans, and may reject said plans, in its sole discretion, if found to be in noncompliance with any applicable federal or state statute, rule, regulation or local ordinance, the terms of this Contract, or for any reason deemed material in the sole discretion of the City. Notwithstanding the right of the City to inspect the plans submitted by the User, the City shall in no event be responsible for the User's failure to comply with

all applicable federal and state statutes, rules, regulations, and/or local ordinances, and all terms and provisions of this Contract.

2.02 Reclaimed Water provided by this Agreement shall only be used by the User for purposes authorized in Attachment A, The User shall transport, distribute, irrigate and/or otherwise utilize the Reclaimed Water supplied by the City as contemplated by this Contract, in accordance with the requirements of all applicable federal and state statutes, rules and regulations and all local ordinances, as same may be amended, including but not limited to, Title 30, Chapter 210 of the Texas Administrative Code. In the event that User shall fail to comply with same, the City may immediately terminate non-compliant Reclaimed Water use.

2.03 The User shall not transport, distribute, irrigate and/or otherwise utilize Reclaimed Water for any purpose other than the purpose(s) stated in Section 1.01 of this Contract. The sale of Reclaimed Water received from the City to a third party is strictly prohibited and void.

2.04 The City shall deliver Reclaimed Water from the SEWRP to the point of delivery transfer, at which such point all liability for the further conveyance and use of Reclaimed Water shall rest with the User. User agrees that all valves and other controls to start, stop, and regulate the flow and use of Reclaimed Water that are beyond the point of delivery shall belong to user and be under the sole responsibility and control of the User. The User shall be responsible for any and all costs associated with the delivery of Reclaimed Water to the Property, including, but not limited to (i) meter installation; (ii) taps, and/or extending distribution lines from the City's trunkline to the Property; (iii) plan, facility and irrigation design review; and (iv) repairs performed by the City to the User's distribution facilities. Notwithstanding anything to the contrary herein, the City shall in no event repair, or be responsible for making any repairs, to the User's above-ground irrigation system(s).

2.05 The User shall ensure that (i) Reclaimed Water overflow, crop stress and undesirable soil contamination by a salt does not occur; (ii) the irrigation site must be maintained with a

vegetative cover or be under cultivation during all times when Reclaimed Water is being applied; (iii) there shall be no application of Reclaimed Water when the ground is frozen or saturated; (iv) there shall be no spray and/or any other application of any kind or type upon areas outside the designated irrigation area; (v) irrigation operations shall be managed in a manner to minimize the inadvertent contact of Reclaimed Water with humans; and (vi) distribution systems must be designed to prevent operation by unauthorized personnel; and (vii) irrigation practices shall not produce incidental ponding or standing water, except in cases wherein local farming conditions, the accepted irrigation delivery systems and cropping patterns are such that, as an unavoidable consequence of such conditions, systems and patterns, there will be standing water.

2.06 User shall ensure that any site containing Reclaimed Water has proper signs in accordance with 30 Tex. Admin. Code Chapter 210.25(h). All storage areas, hose bibs, faucets, and other points of access to the Reclaimed Water will be labeled as required.

2.07 Reclaimed Water to be delivered by the City shall be treated effluent in compliance with applicable state and federal law. Reclaimed Water is not intended for human consumption or domestic purposes and is to be used only for purposes specified in Exhibit A. The User has made an independent evaluation of the Reclaimed Water, and the uses thereof, as contemplated by this Contract, and acknowledges that the City has made no statements or representations concerning the availability of Reclaimed Water, quality of the Reclaimed Water, or present or future value of any anticipated income or profits to be derived from the Reclaimed Water and/or the uses thereof and THAT THE CITY, ITS AGENTS, OFFICERS, EMPLOYEES, OR REPRESENTATIVES MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO THE DESCRIPTION, VALUE, QUALITY, QUANTITY, OR AVAILABILITY OF RECLAIMED WATER, MERCHANTABLILITY, OR FITNESS FOR PURPOSE OF THE RECLAIMED WATER. USER FURTHER ACKNOWLEDGES THAT, IN ENTERING INTO THIS CONTRACT, USER HAS RELIED SOLELY UPON ITS

INDEPENDENT EXAMINATION OF THE RECLAIMED WATER AND THE USES THEREOF, AS CONTEMPLATED BY THIS CONTRACT, AND ITS INDEPENDENT ESTIMATES, COMPUTATIONS, EVALUATIONS, REPORTS AND STUDIES BASED THEREON.

2.08 THE USER RELEASES FOR THEMSELVES, PERSONAL REPRESENTATIVES, HEIRS, DEVISEES, SUCCESSORS AND ASSIGNEES, THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES AND/OR REPRESENTATIVES, FROM ANY AND ALL LOSSES, LAWSUITS, EXPENSES, COSTS, PENALTIES, FINES, CLAIMS, DAMAGES, LIABILITIES AND CAUSES OF ACTION OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES OR EXPENSES INCURRED IN CONNECTION WITH, RELATED TO, INCIDENT TO, OR ARISING OUT OF, IN ANYWAY, MANNER OR FORM, DIRECTLY OR INDIRECTLY, FROM THE ACTIVITIES CONTEMPLATED BY THIS CONTRACT (COLLECTIVELY, THE "CLAIMS"), INCLUDING, BUT NOT LIMITED TO CLAIMS OF ANY KIND OR NATURE, ARISING OR ALLEGEDLY ARISING, OUT OF ANY NEGLIGENT ACT OR OMISSION OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES.

2.09 THE USER SHALL INDEMNIFY, REIMBURSE AND HOLD THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES AND/OR REPRESENTATIVES, HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LAWSUITS, EXPENSES, COSTS, PENALTIES, FINES, CLAIMS, DAMAGES, LIABILITIES AND CAUSES OF ACTION OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES OR EXPENSES INCURRED IN CONNECTION WITH, RELATED TO, INCIDENT TO, OR ARISING OUT OF, IN ANY WAY, MANNER OR FORM, DIRECTLY OR INDIRECTLY, FROM THE ACTIVITIES CONTEMPLATED BY THIS CONTRACT (COLLECTIVELY, THE "CLAIMS"), INCLUDING, BUT NOT LIMITED TO CLAIMS OF ANY KIND OR NATURE, ARISING OR ALLEGEDLY ARISING, OUT OF ANY NEGLIGENT ACT OR OMISSION OF THE CITY, ITS

OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES.

2.10 The User shall not allow the creation and/or continuation of any nuisance condition resulting from the distribution, use, and/or the storage of Reclaimed Water, and the User is responsible for abating, in its entirety, any such nuisance or condition.

2.11 The User shall not utilize the Reclaimed Water in any way that degrades, or has the potential of degrading, ground water quality to a degree adversely affecting its actual or potential uses.

2.12 Reclaimed Water managed in ponds for storage must be prevented from discharge into waters of the state, except for discharges directly resulting from rainfall events. All other discharges are unauthorized. If an unauthorized overflow occurs causing discharge into or adjacent to waters of the state, the User shall report the non-compliance, in writing, to the City, the TCEQ regional office and the TCEQ Austin office, Water Enforcement Section (MC 149), within five (5) working days of becoming aware of the overflow. A written submission shall contain a description of (i) the non-compliance and its cause; (ii) the potential danger to human health or safety, or the environment; (iii) the period of non-compliance, including exact dates and times; (iv) if the non-compliance has not been corrected, the anticipated time it is expected to continue; and, (v) steps taken or planned to reduce, eliminate, and prevent recurrence of the non-compliance, and to mitigate its adverse affects.

ARTICLE III MISCELLANEOUS

3.01 This Contract shall be governed by and interpreted according to the laws of the State of Texas, without regard to conflict of law rules that would direct application of the laws of another jurisdiction. Venue for any and all actions concerning this Contract, and/or the activities contemplated thereby, shall exclusively lie in Lubbock County, Texas.

3.02 This Contract, including all exhibits attached hereby or made a part of hereof, if any, constitute the entire agreement between the City and the User, and supersedes all prior agreements, understandings and negotiations and discussions whether oral or written, of the parties. No supplement, amendment, alteration, modification, waiver or termination with this Contract shall be binding unless executed in writing by the parties hereto.

3.03 No waiver of any provision of this Contract shall be deemed to cause a waiver of any other provisions hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

3.04 If any term or other provision of this Contract is invalid, illegal or incapable of being enforced under any rule of law, all other conditions and provisions of this Contract shall nevertheless remain in full force so long as the economic or legal substance of the transactions contemplated hereby are not affected in a material adverse manner with respect to either party.

3.05 This Contract is not intended to create, nor shall it be construed to create, any rights of any third party under doctrines concerning third party beneficiaries.

3.06 Neither party hereto shall assign this Contract, or any other rights or obligations hereunder, without the prior written consent of the other party, and any assignment made without such consent shall be void. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors

and permitted assignees.

3.07 In the event User shall not comply with any provision hereof, the City may immediately terminate this Contract and exercise any and all rights and remedies available to it by law, equity contract or otherwise. In any event, this Contract may be terminated by the User or City upon ninety (90) days written notice to the non-terminating party. For the purposes hereof, notice shall be deemed delivered when deposited in a regularly maintained receptacle for the United States Mail, registered or certified, return receipt requested, postage prepaid, addressed, if to the City; Attention: Wood Franklin, P.E., P.O. Box 2000, Lubbock, Texas 79457 and if to User; Bill Sides, Rt. 1 Box 210, Lubbock, Texas 79401.

3.08 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.

ARTICLE IV SPECIAL PROVISIONS

4.01 By her execution below, Ione Sides, owner of the Property, herein acknowledges that she has i) read this Contract, ii) understands all of the terms hereof; and iii) expressly consents to the use of Reclaimed Water, as set forth herein, on the Property.

Executed this _____ day of _____, 2016.

City of Lubbock:

_____
Glen Robertson, Mayor

User:

_____
Bill Sides

Approved as to Content:

Aubrey A. Spear, P.E.,
Director of Water Utilities

Owner:

Ione Sides
By Bill Sides, Agent and Attorney
in-fact for Ione Sides

Approved as to Form:

Amy Sides, Attorney

Approved as to Content:

Mary Gonzales
Wastewater Superintendent

Attest:

Rebecca Garza, City Secretary

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

Meeting Date: 02/25/2016

Information

Agenda Item

Resolution - Water Resources: Consider a resolution authorizing the Mayor to execute contract 12758 with Fred Jones allowing the City to provide reclaimed water for agricultural purposes.

Item Summary

The City of Lubbock Southeast Water Reclamation Plant (SEWRP) is permitted to treat and dispose of 31.5 million gallons of effluent per day. Currently due to the construction upgrades at the SEWRP, 9 million gallons is the maximum amount of high quality effluent that can be either stream discharged or provided by contract to Xcel Energy for reuse. The remaining 22.5 million gallons must be land applied according to the City's Texas Commission on Environmental Quality (TCEQ) Wastewater Discharge permit. Since 1987, the City of Lubbock has been authorized by the TCEQ under 30 TAC Chapter 210 to provide reclaimed water to land owners adjacent to the City's land application facilities. Reclaimed water is treated wastewater effluent which is transported to the Lubbock Land Application site reservoir before using it for crop irrigation. The water that the City is currently providing customers for agricultural purposes is classified as Type II reuse water which is the lowest quality water allowable for reuse. The City does not receive any monetary compensation for allowing its Chapter 210 customers to use the reclaimed water. However, by allowing these customers to use its reclaimed water, the City is provided with more flexibility in managing its reclaimed water on the Lubbock Land Application site. Retaining these additional reuse options reduces the risk of over-applying the reclaimed water at the Lubbock Land Application site in violation of the City's TCEQ Wastewater Discharge Permit. The reclaimed water sent to Chapter 210 users may be interrupted due to it not meeting Chapter 210 water quality standards or due to the lack of water availability. Since December 2001, Fred Jones has been under contract with the City to use a portion of its reclaimed water to irrigate his cotton. This contract is a new contract that will allow the continued use of reclaimed wastewater effluent for another 5 years term.

Fiscal Impact

There is no revenue associated with this contract. However, without the flexibility of having this contract, the City could be subject to a violation of the City's TCEQ permit, with a potential penalty of as much as $25,000 per day.

Staff/Board Recommending

L. Wood Franklin P.E., Director of Public Works
Lubbock Water Advisory Commission

Attachments

Resolution - Wastewater Fred Jones

Contract - Wastewater Fred Jones

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Reclaimed Water Supply Contract, by and between the City of Lubbock and Fred Jones, and related documents. Said Contract is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____, 2016.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Aubrey A. Spear, Director of Water Utilities

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

res-wastewater.Fred Jones.
2.9.16

CITY OF LUBBOCK RECLAIMED WATER SUPPLY CONTRACT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

WHEREAS, Fred Jones (the "User") certifies, represents and warrants that he is the owner, or has authorization to enter into this agreement (the "Contract") on behalf of the owner, of the lands described as follows (the "Property"):

Property A: Southwest 90 acres of Block A, Section 76, Tr 6-A-2

WHEREAS, the City of Lubbock (the "City") operates and manages the Southeast Water Reclamation Plant, and the Texas Commission on Environmental Quality (herein called "TCEQ") has the authority to regulate and enforce activities under this Contract regarding the use of Reclaimed Water (herein so called); and,

WHEREAS, the City is authorized to provide Reclaimed Water pursuant to TCEQ Authorization No. R10353-002C for Type II use pursuant to 30 Tex. Admin. Code Chapter 210, a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the City Council finds that it is a public benefit to the City at this time for the User to receive the Reclaimed Water pursuant to this contract as it is currently excess to the City; and

WHEREAS, User desires to receive from the City, and the City desires to provide to User, to the extent available, Reclaimed Water for the purpose(s), and only the purposes, stated in Section 1.01 of this Contract.

NOW THEREFORE, USER AND CITY CONTRACT AND AGREE AS FOLLOWS:

ARTICLE I USE OF RECLAIMED WATER

1.01 Subject to the terms and conditions hereof, the City shall provide, and User shall receive, Reclaimed Water for, limited to use upon the Property for the purpose of (check all that apply):

X Agricultural irrigation of crops not for human consumption

_____Irrigation of crops that will be peeled, skinned, cooked, or thermally processed before human consumption is allowed

_____Agricultural irrigation of pastures for grazing of non-milking animals

_____Industrial cooling water

1.02 To the extent the City is authorized by the Permit to distribute Reclaimed Water and that Reclaimed Water is available as solely determined by the City, the City shall provide Reclaimed Water to the User on a demand basis only. User expressly agrees and understands that the use of Reclaimed Water contemplated hereby is made on an "as available" basis from the City. Further, the City may be required from time to time to cease deliveries of Reclaimed Water to User in the event State dictated quality standards are not met. Nothing in this Contract shall ever be construed to obligate the City to provide Reclaimed Water to the User.

1.03 The term of this Contract shall be five years (5) years, commencing on March 1, 2016 and expiring on March 1, 2021.

ARTICLE II DUTIES OF USER

2.01 Prior to being provided Reclaimed Water, as contemplated herein, User shall submit to the City, certified by a licensed Texas engineer, its (a) transfer, storage, and irrigation design plan; (b) operation, water balance (or substitute that of the City) and maintenance plan; and (c) contingency spill plan. The plans submitted by User shall be in full and complete compliance with all applicable federal and state statutes, rules, regulations, and

local ordinances, including, but not limited to, Title 30, Chapter 210, of the Texas Administrative Code. The plans submitted shall include, at a minimum, i) labeling and separation plan for prevention of cross contamination; (ii) measures to be utilized to prevent unauthorized access to Reclaimed Water facilities; (iii) procedures for monitoring Reclaimed Water transfer and use; (iv) steps the User will initiate to minimize risk of inadvertent human exposure; (v) schedules for routine maintenance; (vi) procedures for employee training and safety precautions relating to Reclaimed Water treatment, distribution and management; and (vii) contingency plan for remedy of system failures, unauthorized discharges, or upsets. The City shall have the authority to review the submitted plans, and may reject said plans, in its sole discretion, if found to be in noncompliance with any applicable federal or state statute, rule, regulation or local ordinance, the terms of this Contract, or for any reason deemed material in the sole discretion of the City. Notwithstanding the right of the City to inspect the plans submitted by the User, the City shall in no event be responsible for the User's failure to comply with all applicable federal and state statutes, rules, regulations, and/or local ordinances, and all terms and provisions of this Contract.

2.02 Reclaimed Water provided by this Agreement shall only be used by the User for purposes authorized in Attachment A, The User shall transport, distribute, irrigate and/or otherwise utilize the Reclaimed Water supplied by the City as contemplated by this Contract, in accordance with the requirements of all applicable federal and state statutes, rules and regulations and all local ordinances, as same may be amended, including but not limited to, Title 30, Chapter 210 of the Texas Administrative Code. In the event that User shall fail to comply with same, the City may immediately terminate non-compliant Reclaimed Water use.

2.03 The User shall not transport, distribute, irrigate and/or otherwise utilize Reclaimed Water for any purpose other than the purpose(s) stated in Section 1.01 of this Contract. The sale of Reclaimed Water received from the City to a third party is strictly prohibited and void.

2.04 The City shall deliver Reclaimed Water from the SEWRP to the point of delivery transfer, at which such point all liability for the further conveyance and use of Reclaimed Water shall rest with the User. User agrees that all valves and other controls to start, stop, and regulate the flow and use of Reclaimed Water that are beyond the point of delivery shall belong to user and be under the sole responsibility and control of the User. The User shall be responsible for any and all costs associated with the delivery of Reclaimed Water to the Property, including, but not limited to (i) meter installation; (ii) taps, and/or extending distribution lines from the City's trunkline to the Property; (iii) plan, facility and irrigation design review; and (iv) repairs performed by the City to the User's distribution facilities. Notwithstanding anything to the contrary herein, the City shall in no event repair, or be responsible for making any repairs, to the User's above-ground irrigation system(s).

2.05 The User shall ensure that (i) Reclaimed Water overflow, crop stress and undesirable soil contamination by a salt does not occur; (ii) the irrigation site must be maintained with a vegetative cover or be under cultivation during all times when Reclaimed Water is being applied; (iii) there shall be no application of Reclaimed Water when the ground is frozen or saturated; (iv) there shall be no spray and/or any other application of any kind or type upon areas outside the designated irrigation area; (v) irrigation operations shall be managed in a manner to minimize the inadvertent contact of Reclaimed Water with humans; and (vi) distribution systems must be designed to prevent operation by unauthorized personnel; and (vii) irrigation practices shall not produce incidental ponding or standing water, except in cases wherein local farming conditions, the accepted irrigation delivery systems and cropping patterns are such that, as an unavoidable consequence of such conditions, systems and patterns, there will be standing water.

2.06 User shall ensure that any site containing Reclaimed Water has proper signs in accordance with 30 Tex. Admin. Code Chapter 210.25(h). All storage areas, hose bibs, faucets, and other points of access to the Reclaimed Water will be labeled as required.

2.07 Reclaimed Water to be delivered by the City shall be treated effluent in compliance with

applicable state and federal law. Reclaimed Water is not intended for human consumption or domestic purposes and is to be used only for purposes specified in Exhibit A. The User has made an independent evaluation of the Reclaimed Water, and the uses thereof, as contemplated by this Contract, and acknowledges that the City has made no statements or representations concerning the availability of Reclaimed Water, quality of the Reclaimed Water, or present or future value of any anticipated income or profits to be derived from the Reclaimed Water and/or the uses thereof and THAT THE CITY, ITS AGENTS, OFFICERS, EMPLOYEES, OR REPRESENTATIVES MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO THE DESCRIPTION, VALUE, QUALITY, QUANTITY, OR AVAILABILITY OF RECLAIMED WATER, MERCHANTABLILITY, OR FITNESS FOR PURPOSE OF THE RECLAIMED WATER. USER FURTHER ACKNOWLEDGES THAT, IN ENTERING INTO THIS CONTRACT, USER HAS RELIED SOLELY UPON ITS INDEPENDENT EXAMINATION OF THE RECLAIMED WATER AND THE USES THEREOF, AS CONTEMPLATED BY THIS CONTRACT, AND ITS INDEPENDENT ESTIMATES, COMPUTATIONS, EVALUATIONS, REPORTS AND STUDIES BASED THEREON.

2.08 THE USER RELEASES FOR THEMSELVES, PERSONAL REPRESENTATIVES, HEIRS, DEVISEES, SUCCESSORS AND ASSIGNEES, THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES AND/OR REPRESENTATIVES, FROM ANY AND ALL LOSSES, LAWSUITS, EXPENSES, COSTS, PENALTIES, FINES, CLAIMS, DAMAGES, LIABILITIES AND CAUSES OF ACTION OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES OR EXPENSES INCURRED IN CONNECTION WITH, RELATED TO, INCIDENT TO, OR ARISING OUT OF, IN ANYWAY, MANNER OR FORM, DIRECTLY OR INDIRECTLY, FROM THE ACTIVITIES CONTEMPLATED BY THIS CONTRACT (COLLECTIVELY, THE "CLAIMS"), INCLUDING, BUT NOT LIMITED TO CLAIMS OF ANY KIND OR NATURE, ARISING OR ALLEGEDLY ARISING, OUT OF ANY NEGLIGENT

ACT OR OMISSION OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES.

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2.10 The User shall not allow the creation and/or continuation of any nuisance condition resulting from the distribution, use, and/or the storage of Reclaimed Water, and the User is responsible for abating, in its entirety, any such nuisance or condition.

2.11 The User shall not utilize the Reclaimed Water in any way that degrades, or has the potential of degrading, ground water quality to a degree adversely affecting its actual or potential uses.

2.12 Reclaimed Water managed in ponds for storage must be prevented from discharge into waters of the state, except for discharges directly resulting from rainfall events. All other discharges are unauthorized. If an unauthorized overflow occurs causing discharge into or adjacent to waters of the state, the User shall report the non-compliance, in writing, to the City, the TCEQ regional office and the TCEQ Austin office, Water Enforcement Section (MC 149), within five (5) working days of becoming aware of the overflow. A

written submission shall contain a description of (i) the non-compliance and its cause; (ii) the potential danger to human health or safety, or the environment; (iii) the period of non-compliance, including exact dates and times; (iv) if the non-compliance has not been corrected, the anticipated time it is expected to continue; and, (v) steps taken or planned to reduce, eliminate, and prevent recurrence of the non-compliance, and to mitigate its adverse affects.

ARTICLE III MISCELLANEOUS

3.01 This Contract shall be governed by and interpreted according to the laws of the State of Texas, without regard to conflict of law rules that would direct application of the laws of another jurisdiction. Venue for any and all actions concerning this Contract, and/or the activities contemplated thereby, shall exclusively lie in Lubbock County, Texas.

3.02 This Contract, including all exhibits attached hereby or made a part of hereof, if any, constitute the entire agreement between the City and the User, and supersedes all prior agreements, understandings and negotiations and discussions whether oral or written, of the parties. No supplement, amendment, alteration, modification, waiver or termination with this Contract shall be binding unless executed in writing by the parties hereto.

3.03 No waiver of any provision of this Contract shall be deemed to cause a waiver of any other provisions hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

3.04 If any term or other provision of this Contract is invalid, illegal or incapable of being enforced under any rule of law, all other conditions and provisions of this Contract shall nevertheless remain in full force so long as the economic or legal substance of the transactions contemplated hereby are not affected in a material adverse manner with respect to either party.

3.05 This Contract is not intended to create, nor shall it be construed to create, any rights of any third party under doctrines concerning third party beneficiaries.

3.06 Neither party hereto shall assign this Contract, or any other rights or obligations hereunder, without the prior written consent of the other party, and any assignment made without such consent shall be void. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assignees.

3.07 In the event User shall not comply with any provision hereof, the City may immediately terminate this Contract and exercise any and all rights and remedies available to it by law, equity contract or otherwise. In any event, this Contract may be terminated by the User or City upon ninety (90) days written notice to the non-terminating party. For the purposes hereof, notice shall be deemed delivered when deposited in a regularly maintained receptacle for the United States Mail, registered or certified, return receipt requested, postage prepaid, addressed, if to the City; Attention: Wood Franklin, P.E., P.O. Box 2000, Lubbock, Texas 79457 and if to User; Fred Jones, 301 Erskine Lubbock, Texas 79403.

3.08 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.

ARTICLE IV SPECIAL PROVISIONS

4.01 By his execution below, Fred Jones owner of the Property A, herein acknowledges that he has i) read this Contract, ii) understand all of the terms hereof; and iii) expressly consent to the use of Reclaimed Water, as set forth herein, on the Property.

Executed this 2 day of Feb, 2016.

City of Lubbock:

Glen Robertson , Mayor

User/Owner:

Fred Jones

Approved as to Content:

Aubrey A. Spear, P.E.
Director of Water Utilities

Approved as to Content:

Mary Gonzales,
Wastewater Superintendent

Approved as to Form:

Amy Sims, Attorney

Attest:

Rebecca Garza, City Secretary

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

Meeting Date: 02/25/2016

Information

Agenda Item

Resolution - City Manager: Consider a resolution authoring the Mayor to execute a purchase contract for real property located at 1601 Mac Davis Lane between the City of Lubbock and HMOT Properties, LLC of Lubbock.

Item Summary

The purchase contract allows the City to purchase the real property located at 1601 Mac Davis Lane from HMOT Properties LLC, for a 13,392 square foot building occupied by the City of Lubbock Fire Marshal's Office.

Fiscal Impact

$1.1 million plus closing cost approved FY 2015-16 by Budget Amendment 13.

Staff/Board Recommending

James Loomis, City Manager

Attachments

Resolution - Purchase Property HMOT Properties
Contract - HMOT Properties
Exhibit A

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Agreement, by and between the City of Lubbock and HMOT Properties, LLC, to purchase real property at 1601 Mac Davis Lane, Lubbock County, Lubbock, Texas and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
James Loomis, City Manager

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

RES.Amend Lease-HMOT Properties
February 9, 2016

TEXAS ASSOCIATION OF REALTORS®

COMMERCIAL CONTRACT - IMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: HMOT Properties LLC

Address: _____
Phone: _____ E-mail: _____
Fax: _____ Other: _____

Buyer: City of Lubbock

Address: _____
Phone: _____ E-mail: _____
Fax: _____ Other: _____

2. **PROPERTY:**

A. "Property" means that real property situated in Lubbock County, Texas at 1601 Mac Davis Lane *(address)* and that is legally described on the attached Exhibit _____ or as follows: Memorial Center Blk 7 L 2A

B. Seller will sell and convey the Property together with:
(1) all buildings, improvements, and fixtures;
(2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
(3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
(4) Seller's interest in all licenses and permits related to the Property;
(5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
(7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: _____.
Any personal property not included in the sale must be removed by Seller prior to closing.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)
(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TAR-1930).)

3. **SALES PRICE:** At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing ..... $ 1,100,000.00
B. Sum of all financing described in Paragraph 4 ..... $ _____
C. Sales price (sum of 3A and 3B) ..... $ 1,100,000.00

WestMark Realtors 4105 84th Lubbock, TX 79423
Phone: 806-776-2833 Fax: 806.776-2834 Karen Higgins

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4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3B as follows:

☒ A. Third Party Financing: One or more third party loans in the total amount of $ _____. This contract:
- ☒ (1) is not contingent upon Buyer obtaining third party financing.
- ☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).

☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be $ _____.

☐ C. Seller Financing: The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of $ _____.

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit $ 10,000.00 as earnest money with Title One (title company) at 6102 82nd #11 (address) David Frisbie (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of $ _____ with the title company to be made part of the earnest money on or before:
- ☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
- ☐ (ii) _____.

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY, SURVEY, AND UCC SEARCH:

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
- (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☒ (a) will not be amended or deleted from the title policy.
- ☐ (b) will be amended to read "shortages in areas" at the expense of ☐ Buyer ☐ Seller.

(3) Within 15 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

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B. Survey: Within _____ days after the effective date:

☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ *(insert amount)* of the cost of the survey at closing, if closing occurs.

☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

☐ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller _____ *(insert amount)* of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

☐ (1) Within _____ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.

☒ (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

(1) Within 10 days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

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7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: _____

B. Feasibility Period: Buyer may terminate this contract for any reason within N/A days after the effective date (feasibility period) by providing Seller written notice of termination. *(Check only one box.)*

☐ (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $ _____ that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (2) Not later than 3 days after the effective date, Buyer must pay Seller $ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to timely pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

(3) Buyer must:
(a) employ only trained and qualified inspectors and assessors;
(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
(c) abide by any reasonable entry rules or requirements of Seller;
(d) not interfere with existing operations or occupants of the Property; and
(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within N/A days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*

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- ☐ (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
- ☐ (b) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- ☐ (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
- ☐ (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- ☐ (e) copies of all current service, maintenance, and management agreements relating to the ownership and operation of the Property;
- ☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider;
- ☐ (g) copies of all current warranties and guaranties relating to all or part of the Property;
- ☐ (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
- ☐ (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
- ☐ (j) a copy of the "as-built" plans and specifications and plat of the Property;
- ☐ (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
- ☐ (l) a copy of Seller's income and expense statement for the Property from _____ to _____ ;
- ☐ (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- ☐ (n) real & personal property tax statements for the Property for the previous 2 calendar years; and
- ☐ (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from _____ to _____ ; and
- ☐ (p) _____ .

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- ☐ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☐ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
- ☐ (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
(1) any failure by Seller to comply with Seller's obligations under the leases;

(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
(3) any non-occupancy of the leased premises by a tenant;
(4) any advance sums paid by a tenant under any lease;
(5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
(6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within N/A days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 – Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: N/A	**Cooperating Broker:** N/A
Agent:	Agent:
Address:	Address:
Phone & Fax:	Phone & Fax:
E-mail:	E-mail:
License No.:	License No.:

Principal Broker: *(Check only one box.)*
☐ represents Seller only.
☐ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: *(Check only (1) or (2) below.)*
(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

☐ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:	Cooperating Broker a total cash fee of:
☐ _____ % of the sales price.	☐ _____ % of the sales price.
☐ _____.	☐ _____.

The cash fees will be paid in _____ County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

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NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:
(1) ☐ _____ days after the expiration of the feasibility period.
☒ April 1, 2016 *(specific date).*
☐ _____ .
(2) 7 days after objections made under Paragraph 6D have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a ☒ general ~~☐ special warranty~~ deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
(1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
(2) without any assumed loans in default; and
(3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
(1) tax statements showing no delinquent taxes on the Property;
(2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
(3) an assignment of all leases to or on the Property;
(4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
(a) licenses and permits;
(b) maintenance, management, and other contracts; and
(c) warranties and guaranties;
(5) a rent roll current on the day of the closing certified by Seller as true and correct;
(6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
(7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
(8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.

E. At closing, Buyer will:
(1) pay the sales price in good funds acceptable to the title company;
(2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
(3) sign and send to each tenant in the Property a written statement that:
(a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
(b) specifies the exact dollar amount of the security deposit;

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(4) sign an assumption of all leases then in effect; and
(5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

See Exhibit "A"

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:
(1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
(2) release of Seller's loan liability, if applicable;
(3) tax statements or certificates;
(4) preparation of the deed and any bill of sale;
(5) one-half of any escrow fee;
(6) costs to record any documents to cure title objections that Seller must cure; and
(7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:
(1) all loan expenses and fees;
(2) preparation fees of any deed of trust;
(3) recording fees for the deed and any deed of trust;
(4) premiums for flood and hazard insurance as may be required by Buyer's lender;
(5) one-half of any escrow fee; and
(6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

(1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
(2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
(3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller changes the use of the Property before closing or if a denial of a special valuation on the Property claimed by Seller results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or
(Check if applicable)
☐ enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:

A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:

(1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
(2) extend the time for performance up to 15 days and closing will be extended as necessary; or
(3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
(1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
(2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent

feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).

☒ B. Except as otherwise provided in this contract, Seller is not aware of:
(1) any subsurface: structures, pits, waste, springs, or improvements;
(2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
(3) any environmental hazards or conditions that materially affect the Property;
(4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
(5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
(6) any wetlands, as defined by federal or state law or regulation, on the Property;
(7) any threatened or endangered species or their habitat on the Property;
(8) any present or past infestation of wood-destroying insects in the Property's improvements;
(9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
(10) any material physical defects in the improvements on the Property; or
(11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

☐ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
☐ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

B. This contract contains the entire agreement of the parties and may not be changed except in writing.

C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*
- ☐ (1) Property Description Exhibit identified in Paragraph 2;
- ☐ (2) Commercial Contract Condominium Addendum (TAR-1930);
- ☐ (3) Commercial Contract Financing Addendum (TAR-1931);
- ☐ (4) Commercial Property Condition Statement (TAR-1408);
- ☐ (5) Commercial Contract Addendum for Special Provisions (TAR-1940);
- ☐ (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TAR-1906);
- ☐ (7) Notice to Purchaser of Real Property in a Water District (MUD);
- ☐ (8) Addendum for Coastal Area Property (TAR-1915);
- ☐ (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
- ☐ (10) Information About Brokerage Services (TAR-2501); and
- ☐ (11) _____

_____ .

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

E. Buyer ☐ may ☒ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.

B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract.

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.

F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract.

H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.

I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on _____, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: HMOT Properties LLC

By: _____

By (signature): _____

Printed Name: Brad Ralston

Title: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____

Buyer: City of Lubbock

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____

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EXHIBIT "A"

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

James Loomis, City Manager

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, City Attorney

vw:ccdocs/RES.Amend Lease-HMOT Properties
December 2, 2015

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

Meeting Date: 02/25/2016

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order contract 31026440 with Scoggin Dickey Chevrolet-Buick for twenty, Chevrolet Tahoes spec 307-PD for Police patrol, ITB 16-12677-SS.

Item Summary

The purchase order contract is for twenty Chevrolet Tahoes for Police patrol, eighteen units will be black and white and two units will be all black in color. These new units will replace 2008 and 2009 year model Crown Victorias. The $671,388 purchase from Scoggin Dickey Chevrolet-Buick of Lubbock, Texas is made from results of ITB 16-12677-SS. Four bids were received from the following vendors:

Scoggin Dickey Chervolet of Lubbock, Texas	$671,388
Gene Messer Chervolet of Lubbock, Texas	735,400
Freedom Chervolet of Dallas, Texas	736,820
Caldwell County Chevrolet of Caldwell, Texas	749,820

Staff Recommends award to the lowest bidder, Scoggin Dickey Chevrolet of Lubbock, Texas for $671,388.

Fiscal Impact

The equipment is approved in the Adopted FY 2015-16 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Greg Stevens, Chief of Police

Attachments

Resolution & Purchase Order Contract - Scoggin Dickey Chevrolet

Tab Sheet

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. 31026440 for the purchase of twenty sport utility vehicles for the Lubbock Police Department as per ITB 16-12677-SS, by and between the City of Lubbock and Scoggin Dickey Chevrolet of Lubbock, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

ccdocs/RES. Purchase Order 31026440 – Police Vehicles – Scoggin Dickey Chevrolet
February 5, 2016

City of Lubbock TEXAS **PURCHASE ORDER**

Page - 1
Date - 02/05/2016
Order Number 31026440 000 OP
Branch/Plant 3526

TO: SCOGGIN-DICKEY CHEVY-BUICK INC
5901 SPUR 327
PO BOX 64910
LUBBOCK Texas 79464 4910

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
204 MUNICIPAL DRIVE
LUBBOCK Texas 79404

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 02/05/2016 Freight
Requested 06/25/2016 Taken By S SUMMERS
Delivery PER D GAMBOA REQ #46870 ITB 16-12677-SS

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Police Tahoes - Black & White	18.000	33,690.9200	EA	606,436.56	06/25/2016
Specification No. 307-PD					
Police Tahoes - Black	2.000	32,475.7200	EA	64,951.44	06/25/2016
Specification No. 307-PD					
				Total Order	

Terms NET DUE ON RECEIPT 671,388.00

This purchase order encumbers funds in the amount of $671,388.00 awarded to Scoggin Dickey Chevrolet of Lubbock, TX on February 25, 2016. The following is incorporated into and made part of this purchase order by reference ITB 16-12677-SS dated February 3, 2016 Scoggin Dickey Chevrolet of Lubbock, TX. Resolution #_____

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Bid Form
Police Sport Utility Vehicles
City of Lubbock, TX
ITB 16-12677-SS

In compliance with the **Invitation to Bid 16-12677-SS**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid 16-12677-SS is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
1.	18	Each	4 Door, 4x2, Sport Utility Police Pursuit Vehicles w/Cargo Area (Black and White), per Specification No. 307-PD	$33,690.92	$606,436.56	90 + days
	Model Year, Brand Name and Model Number: 2016 Chevrolet Tahoe					
2.	2	Each	4 Door, 4x2, Sport Utility Police Pursuit Vehicles w/Cargo Area w/o Spot Lights (Black), per Specification No. 307-PD	$32,475.72	$64,951.44	90 + days
	Model Year, Brand Name and Model Number: 2016 Chevrolet Tahoe					

*PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed Total: $671,388.00

**ARO – After Receipt of Order

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

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net 0 calendar days. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

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

Specification Reviewed by: _____
Department requesting vehicle/equipment: 5735
Signature of Department Head/Date: _____

REVISED

CITY OF LUBBOCK, TX
MINIMUM SPECIFICATIONS
FOR THE PURCHASE OF TWENTY
FOUR DOOR, 4X2, SPORT UTILITY POLICE PURSUIT VEHICLES WITH CARGO AREA
SPECIFICATION NO. 307-PD

MAKE Chevrolet MODEL Tahoe YEAR 2016

IT IS THE INTENT OF THIS SPECIFICATION, REFERENCED DOCUMENTS, REQUIREMENTS AND CONDITIONS SECTIONS TO DESCRIBE MINIMUM PERFORMANCE REQUIREMENTS. THE VEHICLE OR PRODUCT MUST MEET OR EXCEED THE PERFORMANCE OR CONSTRUCTION DESCRIBED HEREIN. THE VENDOR SHALL BE REQUIRED TO MARK COMPLIANCE OR NON-COMPLIANCE TO EACH ITEM DESCRIPTION IN THE SPACE PROVIDED. ALL EQUIPMENT FURNISHED AS STANDARD TO THE GENERAL PUBLIC ON THE PRODUCT BY THE MANUFACTURER SHALL BE INCLUDED, EVEN WHEN NOT SPECIFICALLY IDENTIFIED IN THIS SPECIFICATION. ANY DEVIATIONS FROM THE WRITTEN SPECIFICATION WITH DATE AS SHOWN IN THE INVITATION TO BID (ITB) SHALL BE NOTED ON THE ATTACHED EXCEPTIONS TO THE SPECIFICATION. IN ORDER TO RECEIVE FULL CONSIDERATION, ITB RESPONSE QUOTATION MUST FOLLOW THIS SPECIFICATION AND THE INVITATION TO BID'S TERMS AND CONDITIONS.

VENDOR NAME: Scoggin Dickey Chevrolet PHONE: 806-798-4000

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES		NO
	GENERAL	A 4X2, POLICE PACKAGE, (PPV), REAR-WHEEL DRIVE, (4) FOUR DOOR, UTILITY VEHICLE WITH CARGO AREA. EIGHTEEN (18) TO HAVE BLACK AND WHITE COLOR SCHEME (PATROL & TRAINING) (REFER TO NO. 52 OF THIS SPECIFICATION); TWO (2) TO BE BLACK ONLY (PATROL COMMAND). THE TWO BLACK ONES WILL NOT BE EQUIPPED WITH SPOTLIGHTS (REFER TO NO. 34 OF THIS SPECIFICATION) OR PUSHGUARDS (REFER TO NO. 49 OF THIS SPECIFICATION).			
1.	ENGINE	ECO TEC3 5.3L V8 FLEX FUEL, DISPLACEMENT 325, HORSEPOWER 355 @ 5600 RPMS. 335 FOOT POUNDS OF TORQUE @ 4000 RPMS.	✓		
2.	TRANSMISSION	OEM (6) SIX-SPEED AUTOMATIC ELECTRONIC	✓		
3.	REAR AXLE	HEAVY DUTY LOCKING DIFFERENTIAL.	✓		
4.	STEERING	RACK AND PINION TYPE, OEM POWER ASSISTED TILT-WHEEL WITH COLUMN MOUNTED GEAR SHIFT LEVER.	✓		
5.	BRAKES	POWER ASSITED, ABS 4-WHEEL ANTI-LOCK FRONT AND REAR DISC.	✓		
6.	SUSPENSION	FRONT SUSPENSION TO BE INDEPENDENT, SINGLE, COIL-OVER-SHOCK WITH STABILIZER BAR. REAR SUSPENSION TO BE SOLID AXLE MULTI-LINK WITH COIL SPRINGS WITH STABILIZER BAR.	✓		
7.	COOLING SYSTEM	OEM HEAVY-DUTY HIGH CAPACITY RADIATOR, WITH ELECTRIC FANS.	✓		
8.	HEATING/AIR CONDITIONING	OEM DUAL-ZONE MANUAL CLIMATE CONTROL WITH INDIVIDUAL CLIMATE SETTINGS FOR DRIVER AND FRONT PASSENGER; INCLUDES AUXILIARY REAR AIR	✓		

		CONDITIONING AND HEAT. REAR OPERATED FROM FRONT CONTROL ONLY.	✓		
9.	**ALTERNATOR**	170-AMP HIGH OUTPUT	✓		
10.	**BATTERIES**	MAINTENANCE FREE. DUAL 660 CCA BATTERIES.	✓		
11.	**AUXILLIARY POWER FRONT**	100-AMP IGNITION AND MAIN POWER SUPPLY WIRING AT LOWER CENTER OF INSTRUMENT PANEL.	✓		
12.	**AUXILIARY POWER REAR**	100-AMP AUXILIARY POWER IN CARGO AREA.	✓		
13.	**GROUND STUDS**	TWO STUDS LOCATED IN REAR COMPARTMENT NEAR BOTTOM OF LIFTGATE.	✓		
14.	**POWER OUTLETS**	TWO LOCATED ON INSTRUMENT PANEL AND ONE IN REAR CARGO AREA.	✓		
15.	**LOCKOUT PROTECTION**	PREVENTS THE POWER DOOR LOCKS FROM LOCKING THE DRIVER'S DOOR IF THE KEYS ARE LEFT IN THE IGNITION. MANUALLY LOCKABLE WITH ENGINE RUNNING.	✓		
16.	**STABILITRAK**	STABILITY ENHANCEMENT SYSTEM.	✓		
17.	**RADIO**	OEM AM/FM STEREO WITH MP3 COMPATIBLE CD PLAYER, SEEK-AND-SCAN, DIGITAL CLOCK, AUTO-TONE CONTROL, RADIO DATA SYSTEM (RDS), SPEED COMPENSATED VOLUME AND THEFT LOCK.	✓		
18.	**CRUISE CONTROL**	ELECTRONIC WITH SET AND RESUME SPEED.	✓		
19.	**FUEL TANK CAPACITY**	26 GALLONS	✓		
20.	**WINDSHIELD WIPERS**	INTERMITTENT, WET-ARM WITH FLAT BLADE AND PULSE WASHERS.	✓		
21.	**WHEELS**	STEEL, 17" X 8" WITH POLISHED FINISH BOLT-ON METAL WHEEL CENTER CAPS.	✓		
22.	**TIRES**	ALL (4) FOUR TIRES, GOOD YEAR, ALL SEASON, P255/60R17 V RATED TIRE. (INCLUDES TPM SENSOR).	✓		
23.	**SKID PLATES**	FRONT UNDERBODY SHIELD STARTING BEHIND FRONT BUMPER AND RUNNING TO 1ST CROSS-MEMBER PROTECTING FRONT UNDERBODY AND OIL PAN.	✓		
24.	**GVWR**	6700 LBS.	✓		
25.	**CURB WEIGHT**	5253 LBS.	✓		
26.	**PAYLOAD WITH BUCKET SEATS**	358 LBS.	✓		
27.	**FRAME**	FULL PERIMETER STEEL, MODULAR WITH HYDROFORMED RAILS	✓		
28.	**EXTERIOR MEASUREMENTS**	A. WHEELBASE 116.0 INCHES	✓		
		B. OVERALL LENGTH 204.0 INCHES	✓		
		C. OVERALL WIDTH 80.5 INCHES	✓		
		D. FRONT TRACK WIDTH 68.7 INCHES	✓		

		E. REAR TRACK WIDTH 68.7 INCHES	✓		
		F. TURNING DIAMETER CURB TO CURB 39.0 FEET	✓		
		G. MINIMUM GROUND CLEARANCE 8.5 INCHES	✓		
29.	**FRONT COMPARTMENT**	A. HEAD ROOM 42.8 INCHES	✓		
		B. LEG ROOM (MAXIMUM) 45.3 INCHES	✓		
30.	**REAR COMPARTMENT**	A. HEAD ROOM 38.7 INCHES	✓		
		B. LEG ROOM (MINIMUM) 39.0 INCHES	✓		
31.	**CARGO AREA**	A. CARGO VOLUME 111.8 CUBIC FEET	✓		
		B. CARGO AREA HEIGHT 40.9 INCHES	✓		
32.	**INTERIOR LIGHTS**	A. CONSOLE OVERHEAD-MAP LIGHTS	✓		
		B. DOME LAMPS, CARGO LAMP WITH DELAYED ENTRY FEATURE AND MAP LAMPS	✓		
33.	**EXTERIOR LIGHTS**	DAYTIME RUNNING LAMPS AND AUTOMATIC HEADLAMP DELETE.	✓		
34.	**SPOTLIGHTS**	SHALL BE EQUIPPED WITH LEFT AND RIGHT HAND OPERATED SPOTLIGHTS, SEPARATELY FUSED. COLOR TO BE MATTE BLACK. **ONLY 18 VEHICLES WILL BE EQUIPPED WITH THESE SPOTLIGHTS**	✓		
35.	**EXTERIOR MIRRORS**	OEM MIRRORS SHALL BE BELOW EYE LEVEL, BOTH SIDES EQUIPPED WITH REMOTE CONTROLS, OUTSIDE HEATED POWER-ADJUSTABLE, MANUAL-FOLDING, AND COLOR TO BE MATTE BLACK.	✓		
36.	**POWER WINDOWS AND POWER DOOR LOCKS**	OEM POWER WINDOWS AND POWER DOOR LOCKS, DOOR LOCKS: POWER, NON-PROGRAMMABLE WITH LOCKOUT PROTECTION AND AUTOMATIC DOOR LOCKING AND UNLOCKING. CHILD SAFETY LOCKS INCLUDED IN REAR DOORS	✓		
37.	**REAR DOOR HANDLES INOPERATIVE**	REAR DOOR HANDLES INOPERATIVE: DOORS CAN BE OPENED ONLY FROM OUTSIDE.	✓		
38.	**REAR WINDOW SWITCHES INOPERATIVE**	REAR WINDOWS ONLY TO OPERATE FROM DRIVERS POSITION	✓		
39.	**REAR LIFTGATE/LIFT GLASS**	EQUIPPED GLASS WITH WASHER AND WIPER.	✓		
40.	**REAR DEFOGGER**	EQUIPPED WITH ELECTRIC, REAR WINDOW DEFOGGER	✓		
41.	**REAR LIFTGATE LOCK**	REAR LIFTGATE EQUIPPED WITH A MANUAL LOCK CYLINDER. KEY TO BE CODED SAME AS THE EXISTING OEM IGNITION KEY. KERR INDUSTRIES PART NUMBER (K-LOCK) OR CITY APPROVED EQUIVALENT.	✓		

42.	**WINDOW GLAZING**	OEM DEEP TINTED ALL BACK WINDOWS. LIGHT-TINTED GLASS ON WINDSHIELD. DRIVER AND FRONT PASSENGER SIDE GLASS NEED TO BE AT 20% DEEP TINT.	✓		
43.	**KEY ENTRY**	TWO ADDITIONAL KEYS FOR A TOTAL OF FOUR KEYS TO BE PROVIDED TO POLICE DEPARTMENT AT TIME OF DELIVERY.	✓		
44.	**KEYLESS ENTRY**	KEYLESS ENTRY REMOTE FLEET PACKAGE TO INCLUDE A TOTAL OF FOUR KEYLESS ENTRY REMOTES TO BE PROVIDED TO POLICE DEPARTMENT AT TIME OF DELIVERY. WITH NON-FUNCTIONAL PANIC BUTTON. STEALTH MODE FEATURE INCLUDES EXTERIOR LAMPS AND HORN DISABLE. DURING REMOTE START FEATURE RUNNING LAMPS WILL REMAIN ILLUMINATED.	✓		
45.	**SPEEDOMETER/ CLUSTER**	A. 140 MPH CERTIFIED ANALOG SPEEDOMETER AND (1) ONE MPH INCREMENTS	✓		
		B. DIGITAL TRIP ODOMETER	✓		
		C. OIL PRESSURE	✓		
		D. VOLT METER	✓		
		E. TACHOMETER	✓		
		F. ENGINE TEMPERATURE GAUGE	✓		
		G. HOUR METER	✓		
		H. DRIVER INFORMATION CENTER	✓		
46.	**FLOOR COVERING**	BLACK VINYL FLOOR AND LOAD FLOOR BEHIND SECOND ROW SEATS.	✓		
47.	**ASSIST HANDLES**	EQUIPPED WITH SECOND ROW OUTBOARD.	✓		
48.	**ASSIST STEPS**	BLACK, MOUNTED BETWEEN FRONT AND REAR WHEELS	✓		
49.	**BUMPERS**	OEM FRONT AND OEM REAR BUMPER. FRONT BUMPER IS TO BE EQUIPPED WITH A GO RHINO PUSH GUARD - PART 5165 OR CITY APPROVED EQUIVALENT. IF PUSH GUARD IS NOT A GO RHINO PART 5165, PLEASE PROVIDE THE FOLLOWING INFORMATION FOR THE PUSH GUARD: MANUFACTURER Rhino MAKE GO Rhino MODEL / PART NO. 5165 **ONLY 18 VEHICLES WILL BE EQUIPPED WITH THESE PUSH GUARDS.**	✓		
50.	**SEATS**	BUCKET SEATS WITH CENTER CONSOLE DELETE. FRONT SEAT WITH CLOTH SEAT COVER. 2 SOLID BLACK 41U COMMAND VEHICLES SHALL INCLUDE ALL SEATS. 18 PURSUIT VEHICLES SHALL NOT INCLUDE ANY REAR SEATING!			✓
51.	**INTERIOR COLOR**	INTERIOR COLOR BLACK	✓		
52.	**EXTERIOR COLORS**	**BASE COAT/CLEAR COAT TWO-TONE PAINTING TO OE SPECIFICATIONS – 18 TAHOES ONLY WILL FOLLOW THE FOLLOWING PAINT SCHEME.** **2 TAHOES WILL BE SOLID BLACK 41U OR CITY APPROVED EQUAL.**	✓		

		THE FOLLOWING TO BE **SUMMIT WHITE 50U OR CITY APPROVED EQUAL:**	✓		
		A. DRIVER SIDE DOORS	✓		
		B. PASSENGER SIDE DOORS	✓		
		C. HOOD	✓		
		D. ROOF	✓		
		THE FOLLOWING TO BE **BLACK 41U OR CITY APPROVED EQUAL:**	✓		
		A. FRONT FENDERS	✓		
		B. FRONT END	✓		
		C. REAR END	✓		
		D. REAR QUARTER PANELS	✓		
		E. TAILGATE	✓		
53.	**DOOR HANDLES**	SHALL BE MATTE BLACK	✓		
54.	**STANDARD WARRANTY**	BIDDER SHALL FURNISH A WRITTEN DETAILED EXPLANATION OF THE STANDARD WARRANTY. SHALL INCLUDE A LISTING OF ALL COVERED COMPONENTS AND A COMPLETE LISTING OF EXCLUSIONS IN WARRANTY WITH THEIR BIDS. WARRANTY SHALL HAVE A ZERO DEDUCTIBLE. A. MILEAGE 36000 B. MONTHS 36	✓		
55.	**STANDARD DRIVETRAIN WARRANTY**	BIDDER SHALL FURNISH A WRITTEN DETAILED EXPLANATION OF THE STANDARD DRIVE TRAIN WARRANTY. SHALL INCLUDE A LISTING OF ALL COVERED COMPONENTS AND A COMPLETE LISTING OF EXCLUSIONS IN WARRANTY WITH THEIR BIDS. WARRANTY SHALL HAVE A ZERO DEDUCTIBLE. A. MILEAGE 100,000 B. MONTHS 60	✓		

PROVIDE BUILD DATES IN SPACE BELOW

	BUILD DATE:	/ /

MSO AND PAPERWORK
VEHICLE/EQUIPMENT WILL NOT BE ACCEPTED BY THE CITY OF LUBBOCK WITHOUT THE MSO, ALL KEYS, WARRANTY, AND ALL PAPERWORK

GENERAL REQUIREMENT AND INFORMATION
BIDDER SHALL SUBMIT WITH EACH BID, CURRENT PRINTED LITERATURE AND SPECIFICATION SHEETS ON THE UNIT OFFERED IN THE RESPONSE TO SOLICITATION.

EXCEPTIONS TO THE SPECIFICATIONS OF ANY ITEMS STATED HEREIN SHALL BE FULLY DESCRIBED IN WRITING BY THE BIDDING VENDOR IN THE SPACE PROVIDED BELOW. **LIST ITEMS BY ITEM NUMBERS.**

Item #50 Can not order second row seats delete

City of Lubbock, TX
Fleet Services
Bid Tabulation
February 25, 2016

ITB 16-12677-SS
Police Sport Utility Vehicles

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Cost
1	18	EA	4 Door, 4x2, Sport Utility Police Pursuit Vehicles (Black and White), Specification No. 307-PD			
			Scoggin Dickey Chevrolet	**Lubbock, TX**	**$ 33,691**	**606,437**
			GeneMesser Chevrolet	Lubbock, TX	36,950	665,100
			Freedom Chevrolet	Dallas, TX	37,134	668,412
			Caldwell County Chevrolet	Caldwell, TX	37,674	678,132
2	2	EA	4 Door, 4x2, Sport Utility Police Pursuit Vehicles (Black), Specification No. 307-PD			
			Scoggin Dickey Chevrolet	**Lubbock, TX**	**32,476**	**64,951**
			Freedom Chevrolet	Dallas, TX	34,186	68,372
			GeneMesser Chevrolet	Lubbock, TX	35,150	70,300
			Caldwell County Chevrolet	Caldwell, TX	35,844	71,688

Item by Item
Scoggin Dickey Chevrolet - Line Item 1 & 2 $ 671,388

City of Lubbock, TX
Fleet Services
Bid Tabulation
February 25, 2016

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Police Sport Utility Vehicles

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			Caldwell County Chevrolet	Caldwell, TX	35,844	71,688

Item by Item

Scoggin Dickey Chevrolet - Line Item 1 & 2	$	671,388
GeneMesser Chevrolet		735,400
Freedom Chevrolet		736,784
Caldwell County Chevrolet		749,820

Regular City Council Meeting **5. 18.**

Meeting Date: 02/25/2016

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute contract 12687 with Texas Enterprises, Inc. dba United Oil and Grease for engine oils, lubricants and turbine oils, ITB 16-12687-SS.

Item Summary

This bid establishes annual pricing for engine oils, lubricants and turbine oils used in City vehicles and equipment.

Bids were received from the following companies:

Texas Enterprises, Inc. dba United Oil and Grease, Lubbock, TX	$153,340
Walker Sims Oils Company, Inc., Lubbock, TX	70,669

Staff recommends award of contract to Texas Enterprises, Inc. dba United Oil and Grease, Lubbock, Texas for $153,340.

Walker Sims Oils Company, Inc., Lubbock, Texas did not bid on all line items.

The contract provides for the purchase of engine oils, lubricants and turbine oils on an as needed basis. The contract term is for one year with an option to renew annually for two additional one year terms. The total amount of the award is an estimate based on estimated quantities. Actual expenditures may be more or less depending on actual needs.

Fiscal Impact

$ 100,000 is appropriated in the Adopted FY 2015-16 Operating budget.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - Texas Enterprise Inc., dba United Oil & Grease

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12687 for annual pricing of engine oils, lubricants, and turbine oils, by and between the City of Lubbock and Texas Enterprise, Inc. d/b/a United Oil & Grease, of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

ccdocs/RES. Contract 12687 – Texas Enterprise, Inc. – Engine Oils
February 5, 2016

City of Lubbock, TX
Contract for Services
Engine Oils, Lubricants and Turbine Oils – Annual Pricing

THIS CONTRACT made and entered into this **25th** day of **February, 2016**, by and between the City of Lubbock ("City"), and **Texas Enterprises Inc. dba United Oil & Grease**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Engine Oils, Lubricants and Turbine Oils– Annual Pricing and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said Engine Oils, Lubricants and Turbine Oils.

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Engine Oils, Lubricants and Engine Oils – Annual Pricing and more specifically referred to as Items 1 through 33 on the bid form submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. The rates may be adjusted upward or downward at this time at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific contract for the previous 12-months. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

TYPE	AMOUNT
General Liability	
Commercial General Liability	
General Aggregate	1,000,000
Products-Comp/Op AGG	
Contractual Liability	
Personal & Adv. Injury	
Automotive Liability	
Combined Single Limit	
Any Auto	1,000,000
Pollution	1,000,000
Workers Compensation	Statutory Amounts

The City of Lubbock shall be named as additional insured on a primary and Non-Contributory basis on General Liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied. **Copies of all endorsements are required.**

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements

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

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund

the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
11. This Contract consists of the following documents set forth herein; Invitation to Bid No. 16-12687-SS, Specifications, and the Bid Form.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

Justin Pruitt, Assistant City Attorney

CONTRACTOR

BY Cody Douglas

Authorized Representative

Cody Douglas CFO

Print Name

4911 E. 7th St

Address

Austin Tx 78702

City, State, Zip Code

Bid Form
Engine Oils, Lubricants and Turbine Oils – Annual Pricing
City of Lubbock, TX
ITB 16-12687-SS

In compliance with the Invitation to Bid 16-12687-SS, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid 16-12687-SS is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	ANNUAL QTY (+/-)	U/M	DESCRIPTION	BRAND	UNIT COST PRODUCT ONLY	EXTENDED COST
			HYDRAULIC OIL:			
1	10	DR	AW-46 Hydraulic Fluid 55 gallon drums Part #915000002	GOLDEN WEST	$318.15	$3181.50
2	6,000	GL	AW-46 Hydraulic Fluid Bulk Delivery, Part #915000068	GOLDEN WEST	$5.20	$31,200.00
3	250	EA	Tractor Hydraulic Fluid 5 Gallon Buckets Part #915000026	GOLDEN WEST	$34.95	$8737.50
4	4	DR	Tractor Hydraulic Fluid 55 Gallon Drums Part #915000066	" "	$321.80	$1287.20
			DESCRIPTION : ENGINE OIL			
5	10	CS	Motor Oil 10W/30 Case Lot 12/1 Part # 915000055	GOLDEN WEST	$29.14	$291.40
6	500	CS	Motor Oil 15W/40 HD, TBN -11 Case lot, 12/1 Part #915000024	GOLDEN WEST	$33.90	$16,950.00
7	10	DR	Motor Oil 15W/40 HD, TBN-11 55 gallon drums Part #915000065	GOLDEN WEST	$416.79	$4167.90
8	4,000	GL	Motor Oil 15W/40 HD, TBN-11 Bulk Delivery Part # 915000069	GOLDEN WEST	$6.50	$26,000.00
9	10	CS	Motor Oil 30W Case lot, 12/1 Item #915000021	GOLDEN WEST SUPERIOR	$26.16	$261.60
10	5	CS	Twin Cycle Engine Oil Case Lot, 12/1 Item #915000019	QUAKER STATE	$57.54	$287.70

ITEM	ANNUAL QTY (+/-)	U/M	DESCRIPTION	BRAND	UNIT COST	EXTENDED COST
			TRANSMISSION OIL			
11	75	CS	ATF Mercon/Dexron III Transmission Fluid Case lot, 12/1 Part #915000034	GOLDEN WEST	$ 29.11	$ 2183.25
12	5	DR	ATF Mercon/Dexron III Transmission Fluid 55 gallon drums Part #915000067	GOLDEN WEST	$ 370.00	$ 1850.00
13	5	CS	ATF Type F Transmission Fluid Case lot, 12/1 Item #915000035	GOLDEN WEST	$ 23.00	$ 115.00
			DESCRIPTION : GREASE			
14	50	CS	Multi-Purpose Lithium Grease Case Lot 50/1 14oz. Tubes Item #915000011	GOLDEN WEST	$ 80.00/cs	$ 4000.00
15	5	DR	Multi-Purpose Lithium Grease 120 lb. Drums Item #9150000027	GOLDEN WEST	$ 215.00	$ 1075.00
16	25	CS	Gear Lubricant 85W/140 Case Lot 12/1 Part #915000049	GOLDEN WEST	$ 34.84	$ 871.00
17	4	DR	Gear Lubricant 85W/140 120 lb. Drums Part #915000022	GOLDEN WEST	$ 165.00	$ 660.00
18	4	EA	Multi-Purpose Lithium Grease 5 Gallon Bucket Item # 915000023	GOLDEN WEST	$ 58.86	$ 235.44
19	50	CS	High-Temperature Grease Case Lot 50/1 14 oz. Tubes Item # 915000079	GOLDEN WEST	$ 92.50/cs	$ 4625.00
20	4	EA	High-Temperature Grease 5 Gallon Bucket Item # 915000077	GOLDEN WEST	$ 68.00	$ 272.00
21	4	DR	High-Temperature Grease 120 lb. Drum Item # 915000076	GOLDEN WEST	$ 244.00	$ 976.00
22	5	EA	High-Temperature Grease Case Lot 12/1 lb. Cans Item # 915000077	PENNZOIL #7771	$ 36.50	$ 182.50
			DESCRIPTION : SYNTHETIC GREASE			
23	10	CS	Synthetic Gear Lubricant 75W/90 Case Lot 12/1 Item # 915000081	GOLDEN WEST	$ 52.00	$ 520.00

ITEM	ANNUAL QTY (+/-)	U/M	DESCRIPTION	BRAND	UNIT COST	EXTENDED COST
24	10	DR	Synthetic Gear Lubricant 75W/90 120 lb. Drums Item # 915000102	GOLDEN WEST	$334.00	$3340.00
			DESCRIPTION : MISCELLANEOUS	PEAK BLUE		
25	20	EA	Diesel Exhaust Fluid Tote Item# 685000014	DEF	$593.60	$11,872.00
~~25-A~~	~~6600~~	~~GL~~	~~Diesel Exhaust Fluid Bulk Item# 685000014~~	N/A	N/A	
26	50	CS	Starting Fluid 11 oz. cans Item # 685000008	JOHNSEN'S	$21.60	$1080.00
27	120	CS	Antifreeze Coolant Universal Formula 1 gal. bottles Item # 685000042	GOLDEN WEST GLOBAL	$49.98	$5997.60
28	100	CS	Windshield Washer Antifreeze 12 fl. oz. Item # 685000007	JOHNSENS CONCENTRATE	$11.13	$1113.00
29	4000	GL	Windshield Washer Antifreeze Tote Delivery Part # 685000007	PREMIX	$79.33/DRUM	$5711.76 (72 DRUMS)
			DESCRIPTION : TURBINE OILS	55-GALS SUS		
Please note that the two items listed below will be delivered to: City of Lubbock -Water Treatment Plant 6001 N. Guava Lubbock, TX 79403						
30	60	EA	Non-Synthetic ISO 32 Oil Non-Foaming 5 gal. Drums	GOLDEN WEST	$36.43	$2185.80
31	60	EA	Synthetic ISO 32 Oil Non-Foaming 5 gal. Drums	MOBIL SHC 524	$168.07	$10,084.20
~~32~~	~~20~~	~~EA~~	~~H-1Food Grade Gear Oil 90WT 5 gal Drum~~ (Food Grade Must have Standard 61 Certification included with Bid)	(NO STANDARD 61)		
33	10	EA	H-1 Food Grade Bearing Oil 5WT 5 gal Drum	MOBIL SHC CIBUS 32 (SYNTHETIC)	$202.56	$2025.60

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

**ARO – After Receipt of Order

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

CITY OF LUBBOCK
MINIMUM SPECIFICATIONS
FOR
ENGINE OILS AND LUBRICANTS
NV-005

IT IS THE INTENT OF THESE SPECIFICATIONS, REFERENCED DOCUMENTS, REQUIREMENTS AND CONDITIONS SECTION TO DESCRIBE MINIMUM SPECIFICATIONS. ENGINE OILS AND LUBRICANTS SHALL MEET OR EXCEED WARRANTY REQUIREMENTS OF ENGINE MANUFACTURES SPECIFICATIONS DESCRIBED IN THE FOLLOWING MINIMUM SPECIFICATIONS. THE SELLER SHALL BE REQUIRED TO MARK COMPLIANCE OR NON-COMPLIANCE TO EACH ITEM OF THE SPECIFICATIONS IN THE SPACE PROVIDED. ALL ITEMS FURNISHED, AS STANDARD BY THE MANUFACTURER TO THE GENERAL PUBLIC SHALL BE INCLUDED, EVEN IF IT IS NOT STATED IN THE WRITTEN SPECIFICATIONS. ANY DEVIATIONS FROM THE WRITTEN SPECIFICATIONS SHOWN IN THE INVITATION TO BID SHALL BE NOTED ON THE ATTACHED EXCEPTIONS TO THE SPECIFICATIONS. IN ORDER TO RECEIVE FULL CONSIDERATION, QUOTATION MUST FOLLOW THESE SPECIFICATIONS AND THE INVITATION TO BID'S TERMS AND CONDITIONS.

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES	NO
	GENERAL	These specifications describe engine oils and lubricants used in City of Lubbock's vehicles and equipment. Such as light vehicles, trucks, heavy construction equipment, turf equipment and specialized equipment. All quantities listed herein are based on historical usage. Quantities ordered may vary for each type of oil product. Bid price quoted shall include any additional fees required by oil manufactures, government agencies or suppliers.		
1.	OIL PRODUCTS ORDERS	All quantities are based on historical usage. Quantities may vary. All stock orders, including bulk oil products shall be delivered within 24 hours after the order has been placed. *Excluding Weekends and Holidays.* All stock orders shall be delivered to the City Of Lubbock Parts Department at 204 Municipal Drive between the hours of 7:00 am through 4:00 pm Monday through Friday. Some orders shall be delivered to various City Of Lubbock Departments including the City Of Lubbock Landfills located North of Lubbock and West of Abernathy Texas. Any damage or leaking oil products will not be accepted. No back orders will be allowed on any oil products.	✓	
2.	MATERIAL SAFETY DATA SHEETS	MSDS Material Safety Data Sheets shall be furnished for each type of oil product delivered to the City Of Lubbock Departments. MSDS must be furnished with bid documents for each oil product.	✓	
3.	OIL SPECIFICATION INFORMATION SHEET	Successful Bidder shall supply a technical oil product specification sheet with information on each oil product listed for bid. Technical sheets must be furnished with bid documents.	✓	
4.	OIL DRUM DEPOSIT	Successful bidder shall be responsible for removing empty 35 and 55 gallon oil product drums delivered to City Of Lubbock Departments. Drum deposit charges shall be listed on a separate line of invoice. Drum deposit credits shall be issued on a separate credit invoice.	✓	

CITY OF LUBBOCK
MINIMUM SPECIFICATIONS
FOR
ENGINE OILS AND LUBRICANTS
NV-005

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES	NO
5.	DELIVERY TICKET OR INVOICE	All delivery tickets or invoices must have a purchase order number before any oil products are delivered to any City Of Lubbock Departments. Delivery tickets or invoices must show a unit price and extended price for each oil product purchased. It is the supplier's responsibility to submit an original invoice to the City Of Lubbock's Accounting Department for timely payment. Submit original invoice to: City Of Lubbock Accounting Department P.O. Box 2000 Lubbock, Texas 79457	✓	
6.	SERVICE REQUIREMENTS	Extreme care must be taken to avoid spills. Bulk deliveries must be attended at all times. Any cost incurred as a result of any oil spills due to negligence or equipment malfunction may be grounds for termination of the contract at the City's option. A copy of bidder's spill containment policy shall be submitted with bid documents. Supplier shall be responsible for cleaning up any amount of oil product spillage caused by supplier's delivery person or equipment failure, at no cost to the City of Lubbock. Clean up response from supplier must be immediately after call has been placed by City Of Lubbock.	✓	
7.	ENGINE OILS	Single grade and multi-grade engine oils products must be of premium quality and meet or exceed warranty requirements of all gasoline and diesel engine manufactures of light vehicles and and heavy duty vehicles and equipment. Engine oils must meet latest API American Petroleum Institute rating of SM for gasoline engines and CI-4 for diesel engines. Engine oils must be approved to be used in the following engines, General Motor, Ford, Chrysler Caterpillar, Cummins, Detroit, Navistar, International, John Deere Mack, Case, Fiat Allis, Volvo, Isuzu, Deutz, Kubota, Mercedes. All bulk and quart oil products quoted shall be of the same manufacture brand. An oil product <u>may</u> be substituted, in the event successful bidder is out of stock. The vendor must notify the City of Lubbock Parts Department of the substitute prior to delivery. Substitute oil product must meet or exceed bid specifications.	✓	
8.	MOTOR OIL 15W/40HD	Motor oil 15w/40 required packaging are quarts 12/1 case lots, 55 gallon drums and bulk. CJ-4 Properties: SAE Grade 15w/40, API category CI-4 and SM TBN-11 for increase of oil change intervals.	✓	
8.1	MOTOR OIL 10W/30	Motor oil 10w/30 required packaging are quarts 12/1 case lots, and bulk. Properties: SAE Grade 10w/30. API category SM	✓	

8.2 MOTOR OIL 30W	Motor oil 30w required packaging are quarts 12/1 case lots, and 55 gallon drums. Properties: SAE Grade 30w, API category SL	✓

CITY OF LUBBOCK
MINIMUM SPECIFICATIONS
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NV-005

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES	NO
8.3	MOTOR OIL 30W ND NON-DETERGENT	Non-Detergent motor oil 30w required packaging are quarts 12/1 case lots. Properties: SAE Grade 30w, API category SA	✓	
9.	TWO CYCLE OIL	Must be specifically formulated for two stroke/cycle air cooled and water-cooled engines using a fuel oil pre-mix. 2-cycle oil must meet or exceed TW-3 certification. Required packaging are quarts 12/1 case lots and 8 fl. oz. Bottles.	✓	
10.	AUTOMATIC TRANSMISSION FLUID	Transmission fluid Dexron-III Mercon must meet warranty requirements for transmission manufactures. Dexron-III Mercon must be formulated to be used in electronically controlled transmissions and previous automatic transmission requiring Dexron, Dexron- IIIH, Dexron-IIIG Dexron-IIE, Dexron-II fluids. Transmission fluid must meet Ford's Mercon ATF requirements. Transmission fluid must meet performance requirements for Allison transmission C-4 specification. Packaging requirements are quarts 12/1Case lots, 55 gallon drums, and bulk.	✓	
10.1	AUTOMATIC TRANSMISSION FLUID TYPE F	Transmission fluid Type-F must meet warranty requirements of transmission manufactures where Type-F transmission fluid is required. Packaging requirements are quarts 12/1 case lots.	✓	
11.	HYDRAULIC FLUIDS	Hydraulic oil AW46 must be of premium quality and superior additives for wear, foaming, oxidation and rust protection to pumps, motor and other hydraulic system components. It must meet or exceed testing requirements (such as Cincinnati Milacro, Vickers, and Denison specification.) Hydraulic oil AW46 must be suitable for a wide variety of mobile and stationary equipment under normal to severe operating conditions such as high RPM speeds, high pressure output, and extreme temperatures changes. Packaging requirements are 55 gallon drums and bulk.	✓	
11.1	TRACTOR HYDRAULIC FLUID	Tractor hydraulic-transmission fluid must be of premium quality and meet or exceed warranty requirements for construction and farm equipment, Tractor hydraulic-transmission fluid must be approved for use in equipment such as Caterpillar, John Deere, Ford New Holland, Case I.H., Massey Ferguson Kubota, Allison, and Clark. Fluid must include premium additives for protection against corrosion, rust, wear and foaming. Packaging requirements are 5 gallon pails, 55 gallon drums and Bulk.	✓	

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NV-005

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES	NO
12.	GEAR OILS 85W-140	Gear oil 85w-140 multi-grade viscosity must be of premium quality formulated for year round gear operation. Gear oil shall have selected additives for extreme pressure protection, to include wear, scuff, and corrosion protection. Gear oil 85w-140 must be approved for gear operation in light vehicles, trucks, farm tractors, turf mowers, construction equipment and other heavy-duty equipment where gear lubrications is required. Gear oil shall meet or exceed Mack Go-J specification. Packaging requirements are quarts 12/1 case lots, 120 lb. drums. Properties: SAE Grade 85w-140 API category GL-5	✓	
12.1	GEAR OIL 75W-90 FULL SYNTHETIC	Full Synthetic 75w-90 multi-grade gear oil must be formulated to provide protection under severe driving conditions and extreme temperatures. Full Synthetic 75w-90 gear oil shall have selected additives for protection against wear, scuffing, rust and corrosion. It shall meet or exceed Mack Go-J specifications. Packaging requirements are quarts 12/1 case lots, 120 lb. drums. Properties: SAE Grade 75w-90, API category GL-5	✓	
13.	MULTI-PURPOSE HEAVY DUTY LITHIUM GREASE	Multi-purpose heavy duty lithium grease shall be formulated to meet lubrication requirements for light vehicles, trucks, heavy constructions equipment and other industrial equipment. It shall have additives for extreme pressure and shock load applications. It shall provide protection against wear, rust and oxidation, and handle high operating temperatures. Grease provided must be extremely resistance to water wash out. Packaging requirements are 14 oz. cartridges 10/1case lots, 1 lb. canisters 12/1 case lots, 35 lb. pails, and 120 lb. drums. *The 120 lb. drum must have a plastic bag liner.* Properties: NLGI #2, Dropping Point of 300 degrees, Timken OK Load of 45 lbs.	✓	
14.	DEF-DEISEL EXHAUST FLUID	32.5% high purity urea and 67.5 deionized water. Must met all ISO022241 specifications as well as API certification Requirements.	✓	
15.	HIGH TEMPERATURE MULTI-PURPOSE GREASE	High temperature multi-purpose grease shall be formulated to meet lubrication requirements for severe high temperature applications. High temperature grease shall have protection against extreme pressure loads, high temperatures, wear, rust, and corrosion. Grease provided must be extremely resistance to water wash out. Packaging requirements are 14 oz. cartridges 10/1case lots, 1 lb. canisters 12/1 case lots, 35 lb. pails, and 120 lb. drums. *The 120 lb. drum must have a plastic bag liner.* Properties: NLGI #2, Dropping Point of 500 degrees, Timken OK Load of 70 lbs.	✓	

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NV-005

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES	NO
16.	REQUIREMENT DEFINITIONS	SAE stands for Society of Automotive Engineering, this describes oil's functions and viscosity standard. API stands for American Petroleum Institute, an established standard testing body for oil specification and approvals of classification for both gasoline, and diesel engines, and 2 cycle oil, grease, and gear oils. Mack Go-J is specifications established by Mack Corporation for oil companies to manufacture oil product to meet warranty requirements establish by Mack Corporation. NLGI #2 stands for National Lubrication Grease Institute. The #2 Is one of series of numbers classifying the consistency range of a lubricating grease. The NLGI numbers are based on the ASTM cone penetration number in millimeters. ASTM stands for the American Society for Testing and Materials, a professional society that is of test methods and the development of test evaluation techniques. Dropping Point is the temperature before the lubricating grease melts and starts to drip. Timken OK Load is the highest load under which a lubricant prevents scoring of the steel block by the rotating cup. Properties defined as characteristic trait of oil product. SM is the classification rating set by API for gasoline engines specifications. CJ-4 is the classification rating set by API for diesel engines specifications. GL-5 is the classification rating set by API for gear oils specifications. TW-3 is the classification rating set by API for 2 cycle oil specifications		

EXCEPTIONS TO THE SPECIFICATIONS

EXCEPTIONS TO THE SPECIFICATIONS OF ANY ITEMS STATED HEREIN SHALL BE FULLY DESCRIBED IN WRITING BY THE SELLER IN THE SPACE PROVIDED BELOW, TO INCLUDE MANUFACTURE NAME, PART NUMBER AND PRODUCT INFORMATION SHEET:

Regular City Council Meeting **5. 19.**

Meeting Date: 02/25/2016

Information

Agenda Item

Resolution - Solid Waste: Consider a resolution authorizing the Mayor to execute contract 12672 with Jarvis Metals Recycling, Inc. for the Sale of Recyclable Scrap Paper and Plastics, RFP 16-12672-KK.

Item Summary

This contract establishes annual pricing for the sale of recyclable paper and plastics accumulated at the recycling drop-off sites. Solid Waste personnel collect recyclable materials dropped-off by residents at the City's four Recycling Drop-off Stations and satellite locations. Department personnel transport the recyclable materials to the contractor. The contractor bales, stores, markets and sells the recyclable plastic, paper and cardboard collected through the City of Lubbock recycling programs.

One proposal was received from the following company:
Jarvis Metals Recycling, Inc., Lubbock, Texas

The proposal from Jarvis Metals Recycling, Inc. includes an exception list. Exceptions are considered normal operational issues and include any materials with moisture content, sunburned materials or materials that are contaminated with a substantial amount of trash and other contaminants. In current and previous contracts with Jarvis Metals Recycling, Inc., these types of exceptions have been manageable.

Jarvis Metals Recycling, Inc. will pay the City a per ton percentage of the MILL RATE on the sale and shipment of materials during the month that materials are sold.

Jarvis Metals Recycling, Inc. is the current contractor for this service, and for over 20 years has continuously performed satisfactorily for the City of Lubbock Solid Waste Department.

Fiscal Impact

Recycling efforts of plastics and paper generated approximately sixteen percent of the combined recycling revenue of $187,463 for FY 2014-2015 in the Solid Waste Fund. Metals and steel generate the majority of recycling revenue.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - Jarvis Metals Recycling, Inc.

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12672 for the sale of recyclable scrap paper and plastics, by and between the City of Lubbock and Jarvis Metals Recycling, Inc., of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Attorney

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

ccdocs/RES. Contract 12672 – Jarvis Metals Recycling – Sale of Scrap Paper & Plastic
February 10,2016

Contract 12672

City of Lubbock, TX
Sale of Recyclable Scrap Paper and Plastics
Service Agreement

This Service Agreement (this "Agreement") is entered into as of the **25th** day of **February, 2016** ("Effective Date") by and between **Jarvis Metals Recycling, Inc.**, (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 16-12672-KK, Sale of Recyclable Scrap Paper and Plastics.

WHEREAS, the proposal submitted by the Contractor has been selected as the proposal which best meets the needs of the City for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide Sale of Recyclable Scrap Paper and Plastics, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – Specifications
3. Exhibit B – Pricing Sheet

Scope of Work

Contractor shall provide the services that are specified in Exhibit A. The Contractor shall comply with all the applicable requirements set forth in Exhibit B attached hereto.

Article 1 Services

1.1 The period of this contract shall be for one year contingent upon City Council approval. This contract may be renewed at the expiration of its term by agreement of both parties. Such renewal may be for four additional one-year periods, if agreeable to all parties for a total contract length of five years. The scope of work shall remain the same but may include any additional structures and equipment that may have been added by the City of Lubbock. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

1.2 The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement, whatsoever, without prior consent of the City.

1.3 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.

1.4 All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other

liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

1.5 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).

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

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

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

Justin Pruitt, Assistant City Attorney

CONTRACTOR

BY Toby Lynn
Authorized Representative

Toby Lynn
Print Name

7825 Olive Ave
Address

Lubbock, TX 79404
City, State, Zip Code

"Exhibit A"

City of Lubbock, TX
RFP 16-12672-KK
Sale of Recyclable Scrap Paper and Plastics
Specifications

1. GENERAL INSTRUCTIONS TO BIDDERS

The Recyclable Scrap Paper and Plastic will be sold "as-is, where-is" with no warranties whatsoever. The City of Lubbock reserves the right to reject any or all bids, reject any particular item on a bid, and to waive immaterial formalities.

2. LOCATION

Recyclable Scrap Paper and Plastic will be delivered to the successful bidder by the City of Lubbock. (The City of Lubbock will not deliver materials to the successful bidder if the location is more than 10 miles outside of the Lubbock City limits.)

3. STORAGE AND PROCESSING

Commodities shall be processed inside a facility to eliminate windblown trash and contamination and shall be stored in a manner that will not reduce their market value.

4. FINAL DISPOSITION OF MATERIALS

It is the intent of this RFP and Contract to have all materials (except for incidental trash) delivered to successful bidder recycled. If for some reason the successful bidder is unable to accomplish this, they must notify The City of Lubbock prior to disposal of material.

5. PRICING

Pricing for each category of Recyclable Scrap Paper and Plastics, will be based on the weekly publication Official Board markets and will be allowed to fluctuate with the market. The base price paid for each delivery will be the Southwest Market High per ton on the day of the scrap delivery, calculated by multiplying the high base price per ton by the percentage bid of the successful bidder.

Pricing for each category (separated or mixed) of scrap plastics will be based on the current mill price, and will be allowed to fluctuate with the market. The base price paid for each delivery will be the published mill price per ton on the day of the scrap delivery. The net price paid to the City of Lubbock will be calculated by multiplying the mill price per ton by the percentage bid of the successful bidder.

Should the Recyclable Scrap Paper and Plastic market drop drastically, and if agreeable to all parties, the rates may be adjusted upward or downward at a percentage not to exceed the effective change in the Consumer Price Index (CIP) or the Product Price Index (PPI), whichever is most appropriate for the specific contract. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If an agreement cannot be reached, the contract is terminated at the end of the current contract

period.

6. PAYMENT

A copy of the scrap prices page or current mill price, a copy of the certified weight ticket and a copy of the purchase ticket upon which the purchase price is calculated must be furnished as identification of payments to the City of Lubbock within thirty (30) days from the date of delivery. Each payment must note that it is for the purchase of scrap paper or plastic goods from the City of Lubbock.

7. ADDITIONAL REPORTING

Contractor will provide a monthly activity report no later than the 10th day of the following month. The monthly report will contain a transaction ticket weight by each type of material listed by ticket number for each transaction and will include the total weight of each type of material delivered during the month.

8. CONTRACT TERM

The period of this contract shall be for one year contingent upon City Council approval. This contract may be renewed at the expiration of its term by agreement of both parties. Such renewal may be for four additional one-year periods, if agreeable to all parties for a total contract length of five years. The scope of work shall remain the same but may include any additional structures and equipment that may have been added by the City of Lubbock. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

9. COMPENSATION

Pricing for each category of scrap paper, will be based on the weekly publication Official Board markets and will be allowed to fluctuate with the market. The base price paid for each delivery will be the Southwest Market High per ton on the day of delivery of the scrap paper. The net price paid to the City of will be calculated by multiplying the high base price per ton by the percentages as follows:

40	Corrugated Cardboard/Chipboard
40	Newsprint
60	Shredded Computer Paper
60	White Paper
40	Mixed Paper
N/A	Magazines
N/A	Junk Mail/Envelopes
N/A	Phone Books

Pricing for each category (separated or mixed) of scrap plastics will be based on the on the current Mill Price, and will be allowed to fluctuate with the market. The base price paid for each delivery will be the published Mill Price per ton on the day of the scrap delivery. The net

price paid to the City of Lubbock will be calculated by multiplying the Mill Price per ton by the percentages as follows:

20	PET Plastic Separated #1
20	HDPE Plastic Separated #2 Natural Opaque
20	HDPE Plastic Separated #2 Colored
20	Mixed Plastic PET #1 & HDPE #2

Should the recyclable scrap paper and plastics market drop drastically, and if agreeable to all parties, the rates may be adjusted upward or downward at a percentage not to exceed the effective change in the Consumer Price Index (CIP) or the Product Price Index (PPI), whichever is most appropriate for the specific contract. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If an agreement cannot be reached, the contract is terminated at the end of the current contract period.

10. PAYMENT

A copy of the scrap prices page, a copy of the certified weight ticket and a copy of the purchase ticket upon which the purchase price is calculated must be furnished as identification of payments to the City within thirty days from the date of the delivery. Each payment must note that it is for the purchase of scrap paper or plastic goods from the City.

11. TERMINATION

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

12. REPRESENTATIONS AND WARRANTIES

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

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

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

D. **Contractor**. Contractor shall maintain a professional staff and employs, as needed, other qualified specialists experienced in operating and maintaining a recycling facility,

and are familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the activities contemplated hereby.

E. **Performance.** Contractor will and shall conduct all activities contemplated by this Contract in a good and workmanlike manner, and comply with all laws, rules, and regulations, both state and federal, relating to operating and maintaining a recycling facility, as contemplated hereby. If any of the activities of Contractor or omissions of the activities required herein, shall cause, in whole or in part, liability or loss on the part of the City, it shall be deemed that did not perform said activities (or omitted the performance of said activities) in a good and workmanlike manner.

13. SCOPE OF WORK

A. **General.** Contractor shall operate and maintain a recycling facility that shall take the City's recyclable scrap paper and plastic goods as set forth in this Contract for Services and the Contract for Specifications and incorporated herein by reference as if fully set forth here, store and prepare the recyclable materials for shipment to a vendor to purchase the recyclable materials and ship the recyclable materials to the vendor.

B. **Transporting Recyclables.** The City shall transport the recyclable materials from the Recycling Drop-off sites and the City municipal buildings.

C. **Transporting equipment.** The City shall use City vehicles in transporting the recyclable materials from the City locations to the recycling facility.

D. **Location.** Contractor shall accept and store the recyclable materials in an enclosed facility located at 7825 Olive Ave Lubbock, TX.

E. **Hours of Operation.** Contractor shall be prepared to receive recyclable materials Monday through Friday from 8:00 a.m. to 5:00 p.m. daily.

F. **Monthly Report.** Contractor shall submit to the City a Monthly Recycling Activity Report, detailing the type and weight of recyclable materials that has been received, prepared for shipment and shipped to vendors. Copies of purchase tickets shall be attached to the Monthly Recycling Activity Report. The Monthly Recycling Activity Report is due to the City no later than the tenth business day of the following month.

G. **Storage.** Contractor shall ensure that all recyclable material that is received is properly stored. All recyclable material shall be stored in such a manner that it is protected from the effects of wind and weather. The recyclable material shall be segregated in such a manner that the recyclable material remains free from contamination that would make the materials unacceptable to a vendor.

H. **Shipment.** Contractor shall ship recyclable materials to a vendor when there is an economical quantity available for shipment and it is acceptable to the vendor.

I. **Backlog**. Contractor shall ensure that the recyclable material is prepared and tagged for shipment to a vendor and is not allowed to accumulate at the recycling facility unprepared and untagged.

14. INDEPENDENT CONTRACTOR STATUS

Contractor and City agree that Contractor shall perform the duties under this Contract as an independent contractor. Contractor has the sole discretion to determine the manner in which the services are to be performed.

15. CONFIDENTIALITY

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

16. INDEMNITY

Contractor shall indemnify and save harmless the City of Lubbock and its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of Contractor, its agents or employees, in the execution of this Contract.

17. COMPLIANCE WITH APPLICABLE LAWS

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

18. NOTICE

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

B. **Contractor's Address**. Contractor 's address and numbers for the purposes of notice are:
Attn: Toby Lynn
Company: Jarvis Metals Recycling, Inc.
Telephone: 806-744-7091
Facsimile: 806-744-0909

C. **City's Address:** The City's address and numbers for the purposes of notice are:
City of Lubbock
Purchasing and Contract Management
P.O. Box 2000
1625 13th Street, Room 204
Lubbock, Texas 79401
Telephone: (806) 775-2572
Facsimile: (806) 775-2164

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

19. MISCELLANEOUS

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

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

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

D. **Assignability**: Contractor may not assign this Contract without the written approval of the City.

E. **Successor and Assigns.** This Contract binds and inures to the benefit of the City, Contractor, and their respective successors, legal representatives, and assigns.

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

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

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

I. **Entire Agreement.** This Contract and related RFP, contains the Entire Contract between the City and Contractor, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

20. EVALUATION CRITERIA

Instructions: When preparing proposals, reply to each of the following proposal content and evaluation criteria in the order listed. Please restate each numbered point listed below followed by your response in full, narrative sentences and provide any requested materials.

ABILITY TO PROVIDE SERVICE & FINANCIAL STABILITY

A. A general overview and history of your company, number of years in business, number of employees, corporate headquarters location, type of business, names of the firm's chief officers, and where you do business.

B. Identify proposed staff members who would be involved in providing the services requested herein and submit statements or resumes detailing their qualifications. The appointed representative shall be responsible for, but not limited to, the following services: correct pricing, back-order control, invoice and voucher procedures, delivery, and in general to provided functions as necessary to ensure that the account will be maintained in a condition which will expedite ordering, deliveries, and allow the City of Lubbock to promptly pay all invoices as due.

PROPOSED APPROACH TO PROJECT

A. A statement of your understanding of the project and a general description of your proposed approach to project scope of services.

B. Furnish copies of all forms that you anticipate using to record the purchase of recyclable scrap paper and plastics delivery.

C. Describe your customer service and complaint resolution policies and practices.

COMPLIANCE WITH SPECIFICATIONS

A. Offeror shall not be merely limited to items as shown in scope of work, but rather encouraged to recommend other services, products, methods, etc. as he/she feels would enhance the overall sales of recyclable scrap paper and plastics both with respect to effectiveness and efficiency.

REVENUE GENERATED

Proposed prices must include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel

or other surcharges, demurrage, and related costs. ***Charges not listed in the RFP response will not be allowed.***

Exceptions: If you have any exceptions to this Request for Proposal they must be included explained in detailed.

21. PROPOSAL FORMAT

a) Proposals should provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City.

b) The proposal should be bound in a single volume where practical (Notebook preferred). All documentation submitted with the proposal should be bound in that single volume.

c) If the proposal includes any comment over and above the specific information requested in the RFP, it is to be included as a separate appendix to the proposal.

d) The proposal must be organized into the following response item sections and submitted in an indexed binder.

i) Cover letter addressed to the Honorable Mayor and City Council that states the Proposer understands of the services to be provided. Include any additional information believed necessary that is not requested elsewhere in the RFP.

ii) ABILITY TO PROVIDE SERVICE & FINANCIAL STABILITY (30 %)

iii) PROPOSED APPROACH TO PROJECT (20 %)

iv) COMPLIANCE WITH SPECIFICATIONS (30 %)

v) REVENUE GENERATED (20%)

"Exhibit B"

Pricing Sheet

Item	Category	Description	Percentage Proposal
1.	Corrugated Cardboard (OCC)	State proposal as a percentage of Southwest market high for Old Corrugated Cardboard Containers. As specified herein	40%
2.	Newsprint (OMP8)	State proposal as a percentage of Southwest market high for Newsprint. As specified herein	40%
3.	Shredded Computer Paper (CPO)	State proposal as a percentage of Southwest market high for Computer Paper. As specified herein	60%
4.	White Paper (SWO)	State proposal as a percentage of Southwest market high for Old Sorted White Ledger Paper. As specified herein	60%
5.	Mixed Paper (MP)	State proposal as a percentage of Southwest market high for Mixed Paper. As specified herein	40%
6.	Magazines	State proposal as a percentage of Southwest market high for Old Magazines. As specified herein	NO BID
7.	Junk Mail/Envelopes	State proposal as a percentage of Southwest market high for Mixed Paper. As specified herein	NO BID
8.	Phone Books	State proposal as a percentage of Southwest market high for Mixed Paper. As specified herein	NO BID
9.	PET Plastic Separated (#1)	State proposal as a percentage of current Mill Price for HDPE (#1) Separated. As specified herein	20%
10.	HDPE Plastic Separated (#2) Natural Opaque	State proposal as a percentage of current Mill Price for HDPE (#2) Separated Natural Opaque. As specified herein	20%
11.	HDPE Plastic Separated (#2) Colored	State proposal as a percentage of current Mill Price for HDPE (#2) Separated Copolymer/Pigmented Color #2. As specified herein	20%

12.	Mixed Plastic PET (#1) & HDPE (#2)	State proposal as a percentage of current Mill Price for PET (#1) and HDPE (#2) As specified herein	20%
Property will be sold "AS-IS, WHERE-IS" without expressed or implied warranties. The City will sell this property to the highest proposer.			

Exception List

Sale of Recyclable Scrap Paper and Plastics- Annual Pricing

CITY OF LUBBOCK, TEXAS

1. Jarvis Metals Recycling reserves the right to subtract 20% of the net weight due to trash and other contaminates.
2. Jarvis Metals Recycling reserves the right to deny acceptance of any delivery of material deemed unacceptable including moisture content.
3. All Materials must be dry and or not sunburned.
4. Jarvis Metals Recycling provides no sorting of higher grade materials, therefore material is graded based on the lowest grade mixed with the delivery.
5. Material volume results in viable material sales, typically once a year. Jarvis Metals Recycling will pay the City the MILL Rate percentage on sale and shipment of material on that month which material is sold.

Regular City Council Meeting **5. 20.**

Meeting Date: 02/25/2016

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the City Council to reject all bids for Fertilization for Various Parkland Properties, ITB 16-12678-KK.

Item Summary

Two bids were submitted. One failed to provide documentation of properly sized equipment, and the other greatly exceeded budgeted monies for the project.

Fiscal Impact

None.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution - Rejection of Bids Ferilization
Bid Tab Sheet

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 fertilization of various park property pursuant to ITB 16-12678-KK 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:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

ccdocs/RES. Rejection of Bids – ITB 116-12678-KK – Fertilization of Park Property
February 10, 2016

City of Lubbock, TX
Fleet Services
Bid Tabulation
February 25, 2016

ITB 16-12687-SS
Engine Oils, Lubricants and Turbine Oils - Annual Pricing

Item	Qty	U/M	Description/Vendor	Location	Unit cost	Extended cost
1	10	DR	AW-46 Hydraulic Fluid			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	$ 318	3,182
			Walker Sims Oils Company, Inc.	Lubbock, TX	408	4,079
2	6000	GL	AW-46 Hydraulic Fluid			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	5	31,200
			Walker Sims Oils Company, Inc.	Lubbock, TX	7	39,120
3	250	EA	Tractor Hydraulic Fluid			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	35	8,738
			Walker Sims Oils Company, Inc.	Lubbock, TX	52	13,020
4	4	DR	Tractor Hydraulic Fluid			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	322	1,287
			Walker Sims Oils Company, Inc.	Lubbock, TX	474	1,896
5	10	CS	Motor Oil 10W/ 30			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	29	291
			Walker Sims Oils Company, Inc.	Lubbock, TX	31	311
6	500	CS	Motor Oil 15W/40 HD, TBN-11			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	34	16,950
7	10	DR	Motor Oil 15W/40 HD, TBN-11			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	417	4,168
8	4000	GL	Motor Oil 15W/40 HD, TBN-11			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	7	26,000
9	10	CS	Motor Oil 30W			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	26	262
10	5	CS	Twin Cycle Engine Oil			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	58	288
11	75	CS	ATF Mercon/Dexron III Transmission Fluid			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	29	2,183
			Walker Sims Oils Company, Inc.	Lubbock, TX	31	2,303
12	5	DR	ATF Mercon/Dexron III Transmission Fluid			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	370	1,850
			Walker Sims Oils Company, Inc.	Lubbock, TX	497	2,485
13	5	CS	ATF Type F Transmission Fluid			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	23	115
14	50	CS	Multi-Purpose Lithium Grease			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	80	4,000
			Walker Sims Oils Company, Inc.	Lubbock, TX	96	4,788
15	5	DR	Multi-Purpose Lithium Grease			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	215	1,075
			Walker Sims Oils Company, Inc.	Lubbock, TX	314	1,570
16	25	CS	Gear Lubricant 85W/140			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	35	871

City of Lubbock, TX
Fleet Services
Bid Tabulation
February 25, 2016

ITB 16-12687-SS
Engine Oils, Lubricants and Turbine Oils - Annual Pricing

17	4	DR	Gear Lubricant 85W/140				
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	165	660
			Walker Sims Oils Company, Inc.	Lubbock, TX	181	726
18	4	EA	Multi-Purpose Lithium Grease			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	59	235
			Walker Sims Oils Company, Inc.	Lubbock, TX	93	373
19	50	CS	High-Temperature Grease			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	93	4,625
20	4	EA	High-Temperature Grease			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	68	272
21	4	DR	High-Temperature Grease			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	244	976
22	5	EA	High-Temperature Grease			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	37	183
23	10	CS	Synthetic Gear Lubricant 75W/90			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	52	520
24	10	DR	Synthetic Gear Lubricant 75W/90			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	334	3,340
25	20	EA	Diesel Exhaust Fluid			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	594	11,872
26	50	CS	Starting Fluid			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	22	1,080
27	120	CS	Antifreeze Coolant Universal Formula			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	50	5,998
28	100	CS	Windshield Washer Antifreeze			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	11	1,113
29	4000	GL	Windshield Washer Antifreeze			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	1.44	5,760
30	60	EA	Non-Synthetic ISO 32 Oil			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	36	2,186
31	60	EA	Synthetic ISO 32 Oil			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	168	10,084
32	20	EA	H-1 Food Grade Gear Oil 90WT			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	No Bid	
			Walker Sims Oils Company, Inc.	Lubbock, TX	No Bid	
33	10	EA	H-1 Food Grade Gear Oil			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	203	2,026
			All or None			
			Walker Sims Oils Company, Inc. No Bid on Items:			
			6 thru 10,13, 16 & 19 thru 33	Lubbock, TX		70,669
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX		153,388
			No Bid on Item 32			

Regular City Council Meeting **5. 21.**

Meeting Date: 02/25/2016

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute contract 12661 with Brown-McKee, Inc. for the Lubbock Police Department Firing Range Baffle Installation located at 11602 West 19th Street, RFP 16-12661-JM.

Item Summary

Construct a new 50 yard firing range with Truss steel safety baffle at the Firing Range. Additional berm work will be required to enclose the baffle system.

Proposals for this project were originally solicited during the fall, 2014. After receiving proposals significantly over budget, the proposals were rejected and the scope of work was re-designed. The project was re-released during January of 2016. After receiving no proposals by the original deadline, the item was extended and only one firm submitted a proposal. The proposal was evaluated using the following criteria: Price 60%, Contractor Qualifications 30%, Safety Record Questionnaire 5% and construction Time 5%. The maximum point value is 100 points. The following ranking was obtained:

Brown-McKee of Lubbock, TX 100 Points

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

Staff and Evaluation Committee recommend award of the lump sum contract to the highest ranked proposal, Brown Mc-Kee, Inc., of Lubbock, TX, for $364,095. Time for completion is 180 consecutive calendar days with liquidated damages of $200 per consecutive calendar day.

Fiscal Impact

$481,783 is appropriated in Fund 142, Criminal Investigation Fund, with $364,095 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution & Contract - Brown-McKee, Inc.

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12661 from RFP 16-12661-JM for the installation of baffle at the Lubbock Police Department Firing Range, by and between the City of Lubbock and Brown-McKee, Inc., of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

ccdocs/RES. Contract 12661 – Brown-McKee, Inc. – Baffle Installation at Lubbock Police Firing Range
January 29, 2016

PROPOSAL SUBMITTAL FORM
LUMP SUM PROPOSAL CONTRACT

DATE: January 28, 2016

PROJECT NUMBER: **RFP 16-12661-JM – Lubbock Police Department Firing Range Baffle Installation**

Proposal of Brown-McKee, Inc. (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the City of Lubbock Police Department Firing Range Baffle Installation, having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the work required under the contract documents.

BASE PROPOSAL

ITEM NO.	DESCRIPTION	UNIT	MATERIALS	LABOR	TOTAL PRICE
1	Construct a new Truss steel safety baffle at the Firing Range. Additional berm work will be required as noted in the plans and specifications.	Lump Sum	$ 133066.00	$ 231,029.00	$ 364,095.00
				TOTAL PROPOSAL ITEM(S) 1	**$**

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONTRUCTION TIME for completion:

The proposed number of consecutive calendar days to completion: 180 Days

ADDITIVE ALTERNATES

ITEM NO.	DESCRIPTION	UNIT	MATERIALS	LABOR	TOTAL PRICE
1	Install additional safety baffle at approx.10 yard line as per plans and specifications.	Lump Sum	110485.00	39388.00	149,873.00
2	Install additional safety baffle at approx.35 yard line as per plans and specifications.	Lump Sum	110485.00	39388.00	149,873.00

ADDITIVE ALTERNATE CONSTRUCTION TIME:

The proposed number of consecutive calendar days for additive alternates: 0 Days

MPO Offeror's Initials

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to complete the project within **180 CONSECUTIVE CALENDAR DAYS** thereafter as stipulated in the specifications and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of **$200** for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

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

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

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

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

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

MPO Offeror's Initials

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

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

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

Date: January 28, 2016

Authorized Signature

Mike P. Oles.
(Printed or Typed Name)

Brown-McKee, Inc.
Company

P.O. Box 3279
Address

Lubbock, Lubbock
City, County

Texas, 79452
State, Zip Code

Telephone: 806 - 745-4511

Fax: 806 - 748-1681

Email: mikeoles@brownmckee.com

FEDERAL TAX ID or SOCIAL SECURITY No.

75-0906414

(Seal if Offeror is a Corporation)

ATTEST:

Peggy Erickson
Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 1-20-2016
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

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

Regular City Council Meeting **5. 22.**

Meeting Date: 02/25/2016

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Community Development Funding Contract 12726 and all related documents with Lutheran Social Services of the South (LSSS) to provide utility assistance to qualified low-income persons and families through the Comprehensive Energy Assistance Program (CEAP) and the Community Services Block Grant (CSBG).

Item Summary

LSSS is receiving funding to operate the Utility Assistance and Household Crisis Components. The funds are from the CEAP which is administered by the Texas Department of Housing and Community (TDHCA). Funds are used to provide utility assistance to qualified low-income persons and families. The CEAP amount is for $903,273.

LSSS will also receive CSBG funds for administration expenses associated with the program. TDHCA has released 25% of the total CSBG allocation. At this time, the City is releasing $7,000 of the $25,000 allocated to this agency and will notify the subrecipient as more funds are made available.

The combined total allocation for this program is $928,273.

The period of performance is January 1, 2016 through December 31, 2016.

The maximum amount to be allocated from the CEAP and the CSBG for this program is $928,273.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Lutheran Social Services

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, Community Development Funding Contract No. 12726 for Community Services Block Grant and Comprehensive Energy Assistance Program funding of utility assistance programs for low-income persons, by and between the City of Lubbock and Lutheran Social Services of the South Plains, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

ccdocs/RES. Contract 12726 – Lutheran Social Services – CSBG & CEAP Funds
February 3, 2016

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 FEBRUARY 2016, by and between the CITY OF LUBBOCK (herein called "City") and LUTHERAN SOCIAL SERVICES OF THE SOUTH non-profit Center (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:

1. Contractor will use the Comprehensive Energy Assistance Program (CEAP) and Community Services Block Grant (CSBG) funds awarded to administer the Utility Assistance and Household Crisis Components in the following manner:

CEAP Utility Assistance	$ 676,912
CEAP Household Crisis Utility Assistance	125,000
CEAP Program Administration	48,115
CEAP Program Services Cost	53,247
CSBG Operations	25,000
	$ 928,273

B. City Responsibilities:

1. City agrees to provide Contractor assistance from the CEAP and CSBG in an amount not to exceed $928,273 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 and Household Crisis Programs 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 150% 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 and Household Crisis Programs 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 January 1, 2016 and shall terminate December 31, 2016. 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.

BUDGET

	CEAP/CSBG Funds	Matching Funds	Total Project Funds
Administration:			
Personnel	$ 48,115		
Program:			
Utility Assistance	676,912		
Household Crisis	125,000		
Program Services Cost	53,246		
CSBG Program	25,000		
TOTAL	$ 928,273		

IV. PAYMENT

City will pay up to $928,273 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 December 31, 2016, Contractor will have provided City with proper documentation to show how all funds were expended, including the start-up costs.

V. NOTICES

Communication and details concerning this Contract shall be directed to the following contract representatives:

Piata Bryant
City of Lubbock
P. O. Box 2000
Lubbock, TX 79457

Joy Loper
Lutheran Social Services
1212 13th Street
Lubbock, TX 79401

VI. SPECIAL CONDITIONS

A. Specific Requirements to Meet Conditions Outlined in RFP

1. Contractor will maintain adequate case management files on each client assisted; whether the case management is funded through this grant or not, and whether the case management is provided by the Contractor or not.

2. Contractor will keep adequate documentation of the design of the program, the implementation of the program, and evaluation of program design.

3. Contractor will keep documentation of their efforts to leverage CEAP funds with other programs to enhance the services provided to clients.

4. Contractor will keep documentation of their efforts to cooperate and collaborate with other service providers.

VII. GENERAL CONDITIONS

A. 1. General Compliance

Contractor agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under this Contract which were made available under City's 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).

2. Labor Standards

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Copeland "Anti-Kickback" Act (40 U.S.C 276a-276a-5; 40 USC 327 and 40 USC 26c) and all other applicable Federal, state and local laws and regulations pertaining to the labor standards insofar as those acts apply to the performance of this contract.

3. 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.

B. Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Contract. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation insurance as the Contractor is an independent Contractor.

C. Indemnity and Release

Grantee shall indemnify and hold harmless, to the fullest extent permitted by law, the City, and City's respective officers, employees, elected officials and agents, from and against any and all losses, damages, claims or liabilities, of any kind or nature, which arise directly or indirectly, or are related to, in any way, manner or form, the activities contemplated hereunder, including, but not limited to, losses, damages, claims or liabilities arising from or related to, in any way, manner or form, the act or omission of third parties and/or the negligence or fault of City, its respective officers, employees, elected officials and /or agents. Grantee further covenants and agrees to defend any suits or administrative proceedings brought against the City and/or the City's respective officers, employees, elected officials and/or agents on account of any such claim, and to pay or discharge the full amount or obligation of any such claim incurred by, accruing to, or imposed on the City, or the City's respective officers, employees, elected officials and/or agents, as applicable, resulting from such suits, claims and/or administrative proceedings or any matter resulting from the settlement or resolution of said suits, claims and/or administrative proceedings, in addition, Grantee shall pay to the City, applicable, all attorney's fees incurred by such parties in enforcing Grantee's indemnity in this section.

The City, and its respective officers, employees, elected officials and agents shall not be liable and Grantee hereby releases the City, and its respective officers, employees, elected officials and agents, for, from and/or against any losses, damages, claims or liabilities to Grantee, on any theory of legal liability, including, but not limited to the negligence, of any type of degree or fault, of the City, arising from or related to, in any way, manner of form, the unenforceability or voidance, for any reason, of all or part of this agreement.

The indemnity and release provided herein shall survive the termination or voidance of this agreement.

D. 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.

E. 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

F. 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.

G. 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.

I. 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.

J. 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.

K. 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.

L. 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 herby 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.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Contractor agrees to comply with Attachment F of 24 CFR part 84 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 2 CFR part 200, "Cost Principles for Non-Profit Organizations", or 2 CFR part 200, subpart E, "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

a. Prohibit Political Activity and Lobbying

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; and

None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Contractor from furnishing to any member of its governing body upon request, or to any other local or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Contractor, the State of Texas, or the government of the United States.

None of the funds provided under this contract shall be paid to any official or employee who violates any of the provisions of this section.

b. 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 contactor.

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

GLEN C. ROBERTSON
MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Karen Murfee, CD Director

APPROVED AS TO FORM:

Justin Pruitt, Assistant City Attorney

LUTHERAN SOCIAL SERVICES
OF THE SOUTH, INC.

AUTHORIZED REPRESENTATIVE

FED. I.D.# 74-1109745

Regular City Council Meeting **5. 23.**

Meeting Date: 02/25/2016

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Community Development Funding contract 12727 and all related documents with Catholic Charities Diocese of Lubbock to assist low-income persons and families to transition out of poverty through Community Services Block Grant (CSBG).

Item Summary

Catholic Charities is receiving funding to operate their Parent Empowerment Program. The funds originate from the CSBG administered by Texas Department of Housing and Community Affairs (TDHCA). Funds are used to assist with program costs and operations. TDHCA has released approximately 25% of the total CSBG allocation. At this time, the City will release $53,252 of the $258,685 allocated to this agency and will notify the subrecipient as more funds are made available.

The period of performance is January 1, 2016 through December 31, 2016.

The maximum amount to be allocated from the CSBG for this program is $258,685.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Catholic Charities - CSBG
Contract - Catholic Charities

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, Community Development Funding Contract No. 12727 for Community Services Block Grant assistance for poverty alleviation programs for low-income persons, by and between the City of Lubbock and Catholic Charities Diocese of Lubbock, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

ccdocs/RES. Contract 12727 – Catholic Charities – CSBG Funds
February 3, 2016

COMMUNITY SERVICE BLOCK GRANT
AGREEMENT BETWEEN THE CITY OF LUBBOCK
AND CATHOLIC CHARITIES, DIOCESE OF LUBBOCK

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Contract entered into this____ day of FEBRUARY 2016, by and between the CITY OF LUBBOCK (herein called "City") and CATHOLIC CHARITIES, DIOCESE OF LUBBOCK a non-profit Center (herein called "Contractor").

WHEREAS, the City is obligated to do and perform certain services in its administration of Community Services Block Grant; and

WHEREAS, the Contractor operates a non-profit center offering services to low-income individuals in the County of Lubbock; and

WHEREAS, the services provided by the Contractor benefit citizens of the County of Lubbock and constitute a valuable public service; and

WHEREAS, the City Council of the City of Lubbock has declared programs of the Catholic Charities to be a public purpose and the provision of these services to be a predominate purpose of this transaction; and

WHEREAS, the Contractor and the services it provides have been found to meet the criteria for funding under the RFP; and

WHEREAS, the accomplishment of the above public purpose is the predominant purpose of this transaction, continuing supervision by the City and State together with statutory and contractual requirements provide sufficient assurance that this public purpose will be accomplished and an audit provides sufficient protection of the handling of public money; and

WHEREAS, the City Council had found that the Contractor has the special expertise, knowledge and experience necessary for the performance of the contract and that the City will receive adequate consideration in the form of substantial public benefit; and

WHEREAS, the City desires to contract with the Contractor to make available operating assistance for the Parent Empowerment Program.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. General Overview of Program:

1. Contractor will use $258,685 of CSBG funds awarded to administer the Parent Empowerment Program and transition individuals out of poverty by providing direct assistance with education and support services and per the budget herein.

B. City Responsibilities:

1. City agrees to provide Contractor assistance from Community Services Block Grant funds in an amount not to exceed $258,685 for the Parent Empowerment Program in return for Contractor performing the activities set forth in this Contract as consideration for said funds:

2. It is expressly understood and agreed by the parties hereto that the City's responsibilities are contingent upon the actual receipt of adequate funds to meet City's liabilities under this contract. If adequate funds are not available to make payment under this contract, City shall notify Contractor in writing within a reasonable time after such fact is determined. City shall terminate this Contract and will not be liable for failure to make payments to Contractor under this Contract.

   The funds shall be disbursed in the amounts and at the time the funds are disbursed to the City by the State of Texas. The City is not responsible for any amounts not distributed by the State of Texas. CSBG funds shall be disbursed in the amount and at the time funds are disbursed to the City by the State of Texas. The City will notify the Contractor as other funds are released.

3. City shall not be liable to Contractor for any costs incurred by Contractor, or any portions thereof, which have been paid to Contractor or which are subject to payment to Contractor, or which have been reimbursed to Contractor or which are subject to reimbursement to Contractor by any source other than City or Contractor.

4. City shall not be liable for any costs incurred by Contractor which are not allowable costs as set forth in the contract.

5. City shall not be liable to Contractor for any costs incurred by Contractor or for any performances rendered by Contractor which are not strictly in accordance with the terms of this Contract.

6. City shall not be liable to Contractor for any costs incurred by Contractor in the performance of this Contract which have not been billed to City by Contractor within sixty (60) days following termination of this Contract.

7. City shall not be liable for costs incurred or performances rendered by

Contractor before commencement of this Contract or after termination of this Contract.

8. City's financial assistance will be limited to the following:

   a. The assistance made available through this Contract shall be used by the Contractor solely for the purpose of the Parent Empowerment Program.

   b. The assistance shall provide funding for expenses incurred within the operation and scope of the program.

   c. The services provided by the Contractor shall benefit lower-income families residing in the County of Lubbock and whose gross household income does not exceed the most recent Poverty Income Guidelines issued by the U.S. Department of Health and Human Services (HHS).

C. Contractor's Responsibilities

1. Contractor agrees to use funds made available through this Contract solely for the purpose of the Catholic Charities Parent Empowerment Program located at 102 Ave J.

2. Contractor agrees to comply with applicable uniform administrative requirements, as described in the Catholic Charities Policy Manual and generally accepted administrative requirements for the Texas State Government located at TAC5.141 et seq. And the federal administrative requirements located at 45 CFR Part 96.

3. Contractor agrees to carry out the activities under this Contract in compliance with all State and Local laws and regulations.

II. TIME OF PERFORMANCE

This Contract shall commence January 1, 2016 and shall terminate December 31, 2016. The terms of this Contract and the provisions herein may be extended on a year to year basis during the five year roll-over cycle, provided funds are received from TDHCA and provided the Contractor meets its contractual obligations during the current funding year, subject to board and council approval and Mayor's signature. The five year cycle is January 2014 thru December 2018.

III. BUDGET

	CSBG Funds
Administration:	
Personnel	$ 6,565
Fringe Benefits	17,424
Operational Expenses	2,139
Total Administration	26,128
Program:	
Tuition, fees, certification, licensing, testing, etc.	42,000
Books	37,000
Child Care	14,000
Transportation	7,100
Rent & Deposits	55,000
Utilities & Deposits	24,223
Case Management	42,486
Other (uniforms, Rx, eye exams and glasses, etc.)	10,748
Total Program	$ 232,557
GRAND TOTAL	**$ 258,685**

IV. PAYMENT

City will pay up to $258,685 to Contractor based upon the receipt of request for funds and project expense summary for the above-described project. Contractor shall submit to City invoices for items purchased. City shall determine the reasonableness of each purchase and shall not make disbursement of any such payment until City has reviewed and approved each purchase. If need is shown to exist, City staff can release up to 10% of the funds to be used as start-up funding. Contractor will then bill City monthly for expenses occurred during the month. By end of program year, Contractor will have provided City with proper documentation to show how all funds were expended, including the start-up costs.

V. NOTICES

Communication and details concerning this Contract shall be directed to the following Contract representatives:

Piata Bryant
City of Lubbock
P. O. Box 2000
Lubbock, TX 79457

Cynthia Quintanilla
Catholic Charities, Diocese of Lubbock
102 Ave J
Lubbock, TX 79401

VI. SPECIAL CONDITIONS

A. Specific Requirements to Meet Conditions Outlined in RFP

1. Contractor will maintain adequate case management files on each client assisted; whether the case management is funded through this grant or not, and whether the case management is provided by the Contractor or not.

2. Contractor will keep adequate documentation of the design of the program, the implementation of the program, and evaluation of program design.

3. Contractor will keep documentation of their efforts to leverage CSBG funds with other programs to enhance the services provided to clients.

4. Contractor will keep documentation of their efforts to cooperate and collaborate with other service providers.

VII. GENERAL CONDITIONS

A. 1. General Compliance

Contractor agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under this Contract which were made available under the City's Community Services Block Grant program.

2. Labor Standards

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Copeland "Anti-Kickback" Act (40 U.S.C 276a-276a-5; 40 USC 327 and 40 USC 26c) and all other applicable Federal, state and local laws and regulations pertaining to the labor standards insofar as those acts apply to the performance of this contract.

3. 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.

B. Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Contract. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation insurance as the Contractor is an independent contractor.

C. Indemnity and Release

Grantee shall indemnify and hold harmless, to the fullest extent permitted by law, the City, and City's respective officers, employees, elected officials and agents, from and against any and all losses, damages, claims or liabilities, of any kind or nature, which arise directly or indirectly, or are related to, in any way, manner or form, the activities contemplated hereunder, including, but not limited to, losses, damages, claims or liabilities arising from or related to, in any way, manner or form, the act or omission of third parties and/or the negligence or fault of City, its respective officers, employees, elected officials and /or agents. Grantee further covenants and agrees to defend any suits or administrative proceedings brought against the City and/or the City's respective officers, employees, elected officials and/or agents on account of any such claim, and to pay or discharge the full amount or obligation of any such claim incurred by, accruing to, or imposed on the City, or the City's respective officers, employees, elected officials and/or agents, as applicable, resulting from such suits, claims and/or administrative proceedings or any matter resulting from the settlement or resolution of said suits, claims and/or administrative proceedings, in addition, Grantee shall pay to the City, applicable, all attorney's fees incurred by such parties in enforcing Grantee's indemnity in this section.

The City, and its respective officers, employees, elected officials and agents shall not be liable and Grantee hereby releases the City, and its respective officers, employees, elected officials and agents, for, from and/or against any losses, damages, claims or liabilities to Grantee, on any theory of legal liability, including, but not limited to the negligence, of any type of degree or fault, of the City, arising from or related to, in any way, manner of form, the unenforceability or voidance, for any reason, of all or part of this agreement.

The indemnity and release provided herein shall survive the termination or voidance of this agreement.

D. Worker's Compensation

Contractor shall provide Worker's Compensation insurance coverage for all employees involved in the performance of this Contract.

E. 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

F. City Recognition

Contractor shall insure recognition of the role of City's Community Services Block Grant program in providing funding through this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, Contractor will include a reference to the support provided herein in all publications made possible with funds made available under this Contract.

G. Changes and Amendments

City or Contractor may amend this Contract at any time, provided that such amendments make specific reference to this Contract, and are executed in writing, signed by a duly-authorized representative of both organizations and approved by the City Council if required by law. Such amendments shall not invalidate this Contract, nor relieve nor release City or Contractor from its obligations under this Contract.

City may, in its discretion, amend this Contract to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or the activities to be undertaken as part of this Contract, such modifications will be incorporated only by written amendment signed by both City and Contractor.

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Either party may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph "I.B" above may only be undertaken with the prior approval of City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or

other materials prepared by Contractor under this Contract shall at the option of City, become the property of City, and Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

City may also suspend or terminate this Contract, in whole or in part, if Contractor materially fails to comply with any term of this Contract, or with any of the rules, regulations, or provisions referred to herein; and the City may declare the Contractor ineligible for any further participation in City contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe Contractor is in noncompliance with any applicable rules or regulations, City may withhold up to fifteen percent (15%) of said contract funds until such time as Contractor is found to be in compliance by City or is otherwise adjudicated to be in compliance.

The City may also terminate this agreement in the event of an emergency or disaster, whether an act of God, natural or manmade, by giving twenty-four (24) hour notice. The City may give said notice verbally to Grantee. Any expenditures incurred prior to receiving notice will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by Grantee.

I. Prevention of Waste, Fraud, and Abuse

Contractor shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this contract. The systems and procedures shall address possible waste, fraud, an abuse by Contractor, its employees, recipients, vendors, and 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 City complete access to all of its records, employees, and agents for the purposes of any investigation of the funded programs. Contractor shall immediately notify City of any discovery of waste, fraud or abuse. Contractor shall fully cooperate with City's efforts to detect, investigate, and prevent waste, fraud and abuse in the funded program.

Contractor may not discriminate against any employee or other person who reports a violation of the terms of this contract or of any law or regulation to the City or to any appropriate law enforcement authority, if the report is made in good faith.

J. Legal Remedies

In instances where the Contractors violate or breach this Contract, the City may apply administrative, contractual, or legal remedies. The City may suspend all activities

temporarily pending either corrective action by the Contractor or a decision by the City to terminate this contract.

K. Legal Authority

Contractor represents that it possesses the practical ability and legal authority to enter in to this contract, receive and manage funds authorized by this contract, and to perform the services Contractor has obligated itself to perform under this contract.

The person signing this contract on behalf of Contractor herby warrants that he/she has been authorized by Contractor to execute this contract on behalf of Contractor and to bind Contractor to all terms herein set forth.

L. Reporting and Patent Rights

Contractor shall abide by all requirements and regulations pertaining to the reporting and patent rights involving research, developmental, experimental or demonstration work, with respect to any discovery or invention which arises or is developed in the course of satisfying the terms of this agreement.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Contractor agrees to comply with Attachment F of 24 CFR part 84 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 2 CFR part 200, "Cost Principles for Non-Profit Organizations", or 2 CFR part 200, subpart E, "Cost Principles for Educational Institutions", as applicable, for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records 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 four (4) 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.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

Contractor agrees to comply and to require all subcontractors to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 and the regulations issued under the order at 41 CFR chapter 60.

Non-discrimination and Equal Opportunity

No person shall, on the grounds of race, color, national origin, or sex be excluded form participation in, be denied from the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the contract.

Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1990, or with respect to an otherwise qualified disabled

individual as provided in section 04 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

B. Conduct

1. Prohibit Political Activity and Lobbying

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; and

None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Contractor from furnishing to any member of its governing body upon request, or to any other local or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Contractor, the State of Texas, or the government of the United States.

None of the funds provided under this contract shall be paid to any official or employee who violates any of the provisions of this section.

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 contactor.

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

GLEN C. ROBERTSON
MAYOR

CATHOLIC CHARITIES
DIOCESE OF LUBBOCK

Cynthia Quintanilla
EXECUTIVE DIRECTOR

ATTEST:

FED. I.D. # 75-1966688

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 **5. 24.**

Meeting Date: 02/25/2016

Information

Agenda Item

Resolution - Citibus: Consider a resolution authorizing the City Council to reject all bids for the manufacture and installation of bus shelters, ITB 16-12619-TF.

Item Summary

One bid was submitted for the manufacture and installation of bus shelters. The bid was considered non-responsive due to errors in the extended amounts for items 2, 3 and 4 on the bid form.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

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 manufacture and installation of bus shelters for Citibus pursuant to ITB 16-12619-TF/Contract 12619 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:

_____
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

ccdocs/RES. Rejection of Bids – Contract 12619 – Citibus Bus Shelters
January 27, 2016

Regular City Council Meeting **5. 25.**

Meeting Date: 02/25/2016

Information

Agenda Item

Resolution – Police: Consider a resolution authorizing the Mayor to execute an agreement with Wild West Harley-Davidson of Lubbock, TX to lease fourteen Police motorcycles and related equipment for use by the Police Department, ITB 16-12645-SS.

Item Summary

The lease agreement will allow the Police Department to continue motorcycle traffic enforcement and Police escort services. The Police motorcycle squads are integral parts of the department's enforcement of traffic laws due to their maneuverability in congested traffic conditions and ability to enforce traffic laws from areas not accessible to other police vehicles. Additionally, Police motorcycle units provide escort services for funerals, parades, dignitaries and other related functions.

The contract agreement is for a period of sixty months with new motorcycles being exchanged every twenty-four months.

Fiscal Impact

The monthly lease payment is for $349 per motorcycle. The annual cost to lease fourteen motorcycles is estimated to be $58,632 with additional costs incurred from scheduled maintenance (e.g. oil changes, inspections).

Staff/Board Recommending

Greg Stevens, Chief of Police

Attachments

Resolution & Contract - Wild West Harley Davidson

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, ITB 16-12645-SS for a Lease Maintenance Agreement for Police motorcycles, by and between the City of Lubbock and Wild West Harley-Davison, of Lubbock, Texas, and related documents. Said Motorcycle Lease Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Greg Stevens, Chief of Police

APPROVED AS TO FORM:

_____
Jeff Hartsell, Assistant City Attorney

vw:ccdocs/RES.Contract-Wild West HD
January 20, 2016

Contract 12645

Motorcycle Lease Agreement

Wild West Harley-Davidson (referred to as "Lessor") agrees to lease to the City of Lubbock (referred to as "Lessee") and Lessee agrees to lease from Lessor the motorcycles and equipment described in the attached Appendix A (referred to as leased property) under the following terms and conditions.

1. Lease Term

The term of this lease shall begin on the first day after delivery of the new bikes and continue for a period of sixty (60) consecutive months, with the exchange of motorcycles occurring on a 24 month period. The property leased under this agreement must be used solely for police and related law enforcement activities. Only one rider per motorcycle is permitted at one time.

2. Payment Period

Lessee shall pay to Lessor a monthly lease payment of $349.00 per motorcycle, with CPI annual increase not to exceed 5%. The first payment is due and payable at Lessor's place of business, 5702 58th Street, Lubbock, Texas 79424, on the first day of March 2016 or the first day of month after delivery of the new motorcycles, whichever comes first and each subsequent payment will be due on the first day of each subsequent month during the term of the lease.

3. Insurance

Lessee shall maintain at its own expense insurance against casualty, bodily injury, property damage, and loss caused by or arising from the use and operation of the leased property. Coverage shall be pursuant to Resolution 2672 dated October 22, 1987, Section IV, item E, "the City of Lubbock Liability Self Insurance Program". Lessee also shall maintain insurance sufficient to reimburse Lessor for $23,000.00 as per Section 8 of this agreement. Certificates or other satisfactory evidence of insurance will be furnished to Lessor by Lessee upon execution of this lease.

4. Liens

Lessee shall not directly or indirectly create, incur, grant or cause to be attached any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the leased property without the Lessor's prior written approval. Lessee shall immediately, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim if same shall arise at any time due to the Lessee's action or inaction.

5. Taxes and Fees

Lessee shall pay all appropriate taxes or fees or similar charges imposed by virtue of Lessee's ownership, possession or use of the leased property during the term of this agreement. This section shall not require Lessee to pay taxes, fees or charges from which Lessee is exempt pursuant to its status as a municipal corporation.

6. Care and Use of Equipment

Lessee agrees to maintain at its own expense the leased property in accordance with the manufacturer's standard preventive maintenance contract and /or recommendations if any. All repairs shall be made at Wild West Harley-Davidson, 5702 58th Street, Lubbock, Texas 79424. Lessee, at its own expense, shall deliver the leased property to Wild West Harley-Davidson at regular Maintenance intervals set up by Lessor in accordance with the service schedule attached as Exhibit B. However, the repair and replacement of tires, regardless of reason, as well as purchase and use of gasoline and petroleum products will be the sole responsibility and expense of Lessee.

Lessee shall use reasonable care to protect the leased property from loss, theft, damage or deterioration, other than reasonable wear and tear. Lessee shall use the leased property for reasonable and customary police activities only, without abuse, and shall not make modifications, alterations of additions to the leased property without the written consent of Lessor, which shall not unreasonably be withheld.

Lessor shall have the right, immediately after notifying Lessee during regular business hours, to enter upon the premises where the leased property is located to inspect, observe or protect the Lessor's interest. Lessee shall afford the Lessor reasonable opportunity to do so.

7. Damage or Deterioration of Property

In the event the leased property is damaged or destroyed by anyone, regardless of fault, while in the possession, custody or control of Lessee, the Lessee shall immediately have the leased property repaired and restored to its original condition, less reasonable wear and tear, at Lessee's own expense.

In the case of theft or total loss of the leased property, Lessee shall immediately pay Lessor the replacement value of the leased property, which shall be $23,000.00 each.

8. Rider Responsibility and Privileges

Lessee shall be responsible for keeping the motorcycles clean and shall immediately report any needed repairs to the Lessor. Lessee may allow riders to use the leased property to travel to and from work provided that the leased property is fully insured as herein required and that the distance to and from work is no more than 50 miles each way.

9. Events of Default and Remedies

Lessee shall be deemed to be in default under this agreement upon the happening of any of the following events:

A. Lessee fails to make any periodic payment or fails to make any other payment required hereunder, or,
B. Lessee breaches or fails to perform any term, covenant, condition or provision of this agreement.

Upon occurrence of any event of default as specified above, and should Lessee fail to remedy such event of default within a period of thirty (30) days after default occurs, Lessor shall have the right, after mailing written notice to Lessee of Lessor's intent to pursue any of the following remedies:

1. To repossess the leased property, which includes the right to sell or lease the property for the account of the Lessee, or to hold the Lessee liable for all accrued and unsacred payments under the lease term. Lessor may, at its option, hold lessee responsible for the difference between payments payable under this agreement and the amount received, if any by Lessor for re-leasing property upon repossession. However, Lessor has no duty to re-lease property.

2. To initiate any action at law or in equity as may appear necessary in Lessor's sole discretion, or

3. To pursue and obtain any other remedy allowed in law or in equity. Lessor shall be deemed to be in default under this agreement upon the happening of any of the following events:

    1. Lessor fails to effect repairs to the leased property under Section 7 of this agreement within a reasonable time after delivery to Lessor.
    2. Lessor breaches or fails to perform any term, covenant, condition or provision of this agreement.

Upon the occurrence of any event of default as specified in paragraphs 1 or 2 above, and should Lessee fail to remedy such event default within a reasonable time after default occurs, Lessee shall have the right, after mailing written notice to the Lessor, to cancel this agreement without incurring any further liability or obligations hereunder.

10. Termination

This agreement may be terminated by either party at the end of the third budget year of the Lessee during the term of the contract. Lessor, however, shall be entitled to all lease payments due or accrued to the date of such termination. Written notice of Lessee's intent to terminate must be sent to the Lessor at Lessor's business address at least thirty (30) days before the agreement is terminated.

11. Maintenance and Equipment

Lessee shall furnish its own radios and all equipment necessary to operate said radios. Maintenance and installation of said radios shall be the sole responsibility of Lessee.

12. Sub-Lease or Assignment

This agreement may not be assigned by either Lessor or Lessee. Neither Lessor nor Lessee may effect the sub-leasing of the leased property

13. Purpose

Lessee represents, and Lessor expressly relies upon the representation in entering this contract, that the leased property is necessary to preserve or protect the public health and safety of Lubbock, Texas residents.

14. Ownership

The parties to this lease agree that ownership of the leased property shall remain, at all times, in the Lessor's possession. This document represents a lease, not a lease-purchase agreement.

15. Invalidity Clause

Should any term, condition, or provision of this contract be deemed or held invalid for any reason, all other terms, conditions and provisions shall, nevertheless, remain fully enforceable. The entire contract shall not be rendered void.

16. Venue and Jurisdiction

This contract is performable in Lubbock County, Texas. Furthermore, the laws of Texas will control its interpretation and the resolution of all disputes arising under and related to it.

17. Entire Agreement

This contract constitutes the entire agreement between parties. Any prior or contemporaneous representations or promises are not binding unless expressly included herein. Furthermore, this agreement cannot be modified except in writing signed by both parties.

18. Non–Arbitration

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

19. Non-Appropriation

All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed as of this 11th day of February, 2016.

LESSEE:

Glen C. Robertson
Mayor

LESSOR:

Larry K. Hay
Owner/General Manager
Wild West Harley-Davidson

CITY OF LUBBOCK

APPROVED AS TO CONTENT:

Greg Stevens, Chief of Police

CITY OF LUBBOCK

APPROVED AS TO FORM:

Jeff Hartsell, Assistant City Attorney

CITY OF LUBBOCK

ATTEST:

Rebecca Garza, City Secretary

Exhibit B
Minimum Required Maintenance Schedule
Harley-Davidson FLHP

First Scheduled Maintenance.....1,000 Mile interval service
(Additional service at 5000 mile intervals as indicated)
5,000 Mile interval service
10.000 Mile interval service
15,000 Mile interval service

- Change engine oil and filter
- Inspect air cleaner and service as required
- At 1,000, 5,000, and 10,000 mile intervals: change primary chain case lubricant; adjust primary chain; adjust clutch; change transmission lubricant and clean magnetic drain plugs.
- Check/adjust drive belt.
- Lube the foot shift/brake lever bearings
- Inspect brake pads and discs for wear
- Check brake fluid reservoir levels and condition
- Inspect oil lines and brake system for leaks
- Lubricate the following:
    1. Front brake hand lever
    2. Throttle control cables
    3. Throttle
    4. Clutch control cable and hand lever
    5. Jiffy stand
- Inspect fuel lines and fittings for leaks
- Check/adjust tire pressure and inspect tread and state any safety concerns on RO
- Check battery and clean battery connections
- Check operation of all electrical equipment and switches
- Check air suspension-pressure, operation and leakage
- Check stabilizer links and engine mounts
- Check tightness of all critical fasteners:
    1. Hand controls
    2. Brake system
    3. Axle nuts
    4. Front fork components
    5. Riser and handlebar fasteners
- Check engine idle speed adjustment
- Inspect spark plugs
- Change spark plugs (10,000 Mile)
- Lubricate hinges, latches, fuel door, tour pak and saddlebags
- Lubricate and adjust steering head bearings/as needed
- Repack fork bearings/as needed
- Road test

APPENDIX A

LEASED PROPERTY:

Up to Fourteen (14) Harley-Davidson FLHP ROAD KING POLICE motorcycles with standard equipment, ABS brakes, siren, front pursuit lamps, engine guard strobe lights, and Tour-Paks with integrated LED/strobe lights.

Regular City Council Meeting **5. 26.**

Meeting Date: 02/25/2016

Information

Agenda Item

Resolution - Emergency Management: The City Manager is hereby authorized to accept life safety equipment chemical analyzer purchased through a successful application to the Homeland Security Grant Program (HSGP) administered by the Office of the Governor in the amount of $28,490.

Item Summary

The HSGP is one tool among a comprehensive set of measures authorized by Congress and implemented by the Administration to help strengthen the Nation against risks associated with acts of terrorism and other catastrophic events. The HSGP plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.

One aspect of the HSGP is the State Homeland Security Program (SHSP). The goal of the SHSP is to support the implementation of the National Preparedness System to address planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. SHSP also provides funding to implement initiatives that address shortfalls and deficiencies identified in the State Preparedness Report.

No match is required for any grant monies received through the SHSP grant.

The SHSP grant for Texas is administered by the Office of the Governor.

Lubbock Fire Rescue was awarded $28,490 in funds for the purchase of a handheld chemical identifier for use by the Lubbock Fire Rescue HazMat Team. The handheld identifier applications include detection of chemical weapons, explosives, hazardous materials and unknown solid, liquids and powders.

Fiscal Impact

None.

Staff/Board Recommending

Jay Parchman, Director of Emergency Management
Lance Phelps, Fire Chief

Attachments

Resolution - Grant Application Acceptance
Sole Source Letter
Literature 1
Literature 2
Quote

RESOLUTION

WHEREAS, the City Council previously authorized the City Manager to submit an application to the Office of the Governor for a Homeland Security Grant to purchase life safety equipment to support the missions of the Lubbock Fire Rescue specialty teams, as set forth in 2015-R0275; and

WHEREAS, if a grant was awarded, the City Manager was directed to present the amount, terms and conditions of any such grant to the Council for approval prior to acceptance of any grant funding; and

WHEREAS, the Office of the Governor has tentatively awarded a Homeland Security grant in the amount of $28,490 for the benefit of the City of Lubbock;

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

THAT the City Manager is hereby authorized to accept life safety equipment purchased through successful application to the Homeland Security Grant Program administered by the Office of the Governor in the amount of $28,490. The equipment will be purchased by the South Plains Association of Governments, the local sub-grantee for the Homeland Security Grant Program, and provided to the City of Lubbock to support the missions of the Lubbock Fire Rescue Hazardous Materials team.

Passed by the City Council on _____, 2016.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Lance Phelps, Chief of Fire Rescue

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

S:\cityatt\CCDOCS\RES.GrantApplicationAcceptance.2015.doc

smiths detection
bringing technology to life

21 Commerce Drive
Danbury, CT 06810 USA
T: +1 203 207 9700 F: +1 203 207 9780
www.smithsdetection.com

Wednesday, October 07, 2015

Sole Source Confirmation

Smiths Detection, Inc. is the sole manufacturer of the following Smiths Detection products, services and software. Each product is protected by specific trade patents and cannot be duplicated for any purpose.

- HazMatID 360 and HazMatID ELITE – all configurations and accessories
- ACE ID- all configurations and services and accessories
- GasID – all configurations and accessories
- HGVI – all configurations and accessories
- RespondeR RCI – all configurations and accessories
- Sabre 5000 – all configurations and accessories
- LCD – all configurations and accessories
- Bio-Seeq Plus – all configurations and accessories
- RADSEEKER – all configurations and accessories
- Prime Alert – all configurations and accessories
- Partnership and Trade-In Programs for all systems
- Databases/Libraries for all systems
- HAZMAT 360 upgrades
- Guardion GC Mass Spectrometer
- NIDS Bio Hazard detection system
- All Warranty and service extensions

These products, services and software are only available through Smiths Detection and its authorized dealers. If you have received pricing information from persons or companies other than Smiths Detection, Inc. or its approved dealer, it will be considered non-authorized by Smiths Detection, Inc.

FarrWest Environmental Supply, Inc. is the authorized sole-source dealer for the following states:

- **Texas, Oklahoma, New Mexico, Colorado**

If you have any questions or require additional information, please feel free to contact me at Patrick.cope@smithsdetection.com or 443-910-7226

Sincerely,

Patrick Cope

West Region Sales Manager

Smiths Detection

smiths detection
bringing technology to life

ACE-ID™

HANDHELD, NON-CONTACT EXPLOSIVE, TOXIC CHEMICAL AND NARCOTICS IDENTIFIER



Feature Highlights

- **Rapidly identifies solids, liquids, gels and powders**
- **Proprietary mixture analysis software enables identification of up to two components within sample**
- **Integration software kit for remote operation and report generation**
- **Compact, robust and lightweight**
- **Easy to use intuitive, graphical interfaces and requires minimal training**

ACE-ID is a next-generation, handheld Raman identifier for explosives and precursors as well as narcotics and toxic chemicals. It identifies solids, powders, and water based solutions as well as performs mixture analysis.

Utilizing Raman spectroscopy, ACE-ID enables non-contact analysis, yielding rapid results in seconds. Materials can be identified through translucent and semi-translucent containers such as plastic and glass. In addition, non-contact analysis is also supported by a software kit for remote operation.

ACE-ID is ruggedized for use in severe climates and terrains. It is lightweight and can be operated with just one hand.

An intuitive software interface guides users through the entire identification process making it easy-to-use by military explosive ordnance disposal technicians, civilian bomb squads and hazmat teams.

ACE-ID utilizes an advanced optical platform to minimize heating dark samples during analysis. It provides operation using a rechargeable lithium battery and outputs an automated data report when required.

ACE-ID is backed by ReachBackID™, a first-rate 24/7/365 service and support program to ensure optimum product performance.

ACE-ID is a product from Smiths Detection, a leading worldwide provider of government regulated technology products and advanced services that aid in the detection and identification of chemical, biological, radiological, nuclear and explosive (CBRNE) material and other dangerous or illegal substances.

www.smithsdetection.com

Technical Data **ACE-ID**

General Specifications

Technology	Raman
Size	12.7 x 8.9 x 5.6 cm (5 x 3.5 x 2.2 in)
Weight	0.45kg (1lb)
Sampling	Point and shoot
Library	About 500 substances with user library capability via laptop software to add samples of interest
Start-up time	Less than 20 sec at 20˚C (68˚F)
Detection time	Less than 20 sec at 20˚C (68˚F)
Power	One lithium battery (SureFire or CR123A) or USB power source
Display	Touchscreen display (compatible with level A PPE gloves)
Connectivity	Micro USB
Operating temperature	-20˚C to +50˚C (-68˚F to 122˚F)
Storage temperature range	-40˚C to +70˚C (-104˚F to 158˚F)
Operating humidity	>95%
Color	Olive drab

MIL-STD-810G certification pending



Fast and easy analysis of multi-layered liquids, no sampling required.



Ergonomically designed for one handed operation with touchscreen interface.



For product information, sales or service, please go to www.smithsdetection.com/locations

Smiths Detection, 21 Commerce Drive, Danbury CT USA
Modifications reserved. 95594452 10/14/13 © Smiths Detection Group Ltd.
ACE-ID is a trademark of Smiths Detection Group Ltd.

smiths detection

S.O. No.
18544



FarrWest Environmental Supply, Inc.

Schertz, TX 78154

Sales Order

Ordered By		Date
		1/27/2016
Rep	P.O. No.	Project
TAB		

Name / Address	Ship To
CITY OF LUBBOCK- FIRE RAUL SALAZAR 1515 EAST URSULINE LUBBOCK, TX 79403	CITY OF LUBBOCK- FIRE CHIEF CHRIS HIXSON

Item	Description	Ordered	Rate	Amount
028-1201	SMITHS ACE-ID RAMEN INDENTIFIER-BLACK WITH ALL STANDARD ACCESSORIES INCLUDES 1 YEAR EXTENDED WARRANTY AND REACHBACK ID	1	28,490.00	28,490.00

	Subtotal	$28,490.00
	Sales Tax (0.0%)	$0.00
THIS IS NOT AN INVOICE.	**Total**	$28,490.00

smiths detection
bringing technology to life



HazMatID™ Elite
hotzone handheld FTIR chemical identifier

smiths detection

For product information, sales or service,
please go to **www.smithsdetection.com/locations**

HazMatID is a trademark of Smiths Detection Group Ltd.

www.smithsdetection.com

HazMatID Elite

APPLICATIONS:

- CHEMICAL WEAPONS
- EXPLOSIVE AND PRE-CURSOR MATERIAL
- FORENSICS
- HAZARDOUS MATERIALS/TICs
- NARCOTICS
- UNKNOWN SOLIDS, LIQUIDS AND POWDERS

Based on the pedigree of Smiths Detection's trusted FTIR technology, but ten times smaller and four times lighter than the original HazMatID, HazMatID Elite is a next-generation handheld chemical identifier for downrange operations.

The HazMatID Elite's field portable design features an intuitive interface and self guided software that require minimal training while providing responders with actionable data and advanced chemical analysis tools that enhance existing response capabilities.

HazMatID Elite's exceptional functionality and ability to operate in extreme environments combined with Smiths Detection's renowned customer service and support provide unrivaled capability to military personnel and first responders worldwide.

USER GUIDED GRAPHICS

LONG-RANGE, ENCRYPTED RF WIRELESS TRANSMISSION

KEY FEATURE

INTEGRATED PRESSURE DEVICE IS THE ONLY RELIABLE WAY TO MEASURE SOLID SAMPLES

Competing designs cannot match the repeatability, minimal sample amounts, ease of cleaning, and throughput rate of the HazMatID-style press

KEY FEATURE

MIL-STD-810G CERTIFIED TO THE STRICTEST MILITARY STANDARD FOR HIGH TEMPERATURE/SOLAR EXPOSURE AT THE HOTTEST CONDITIONS IN THE WORLD

Operational at +50°C in full sunlight, HazMatID Elite can go places where all other chemical identifiers fail



SOUNDER FOR AUDIBLE ALARMS

LARGE KEYPAD FOR EASE OF OPERATION IN PPE

TOUCH-TO-SAMPLE FOR SURFACE ANALYSIS AND ROBOTICS INTEGRATION

KEY FEATURE

AUTOMATED ANALYSIS OF MIXTURES WITH PRIORITY ALERTING FOR EXPLOSIVES, CWAS, AND NARCOTICS

Alerts users to the presence of key threats within seconds without the need for data interpretation

Regular City Council Meeting **5. 27.**

Meeting Date: 02/25/2016

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute Change Order 4 to contract 11652 with Duininck, Inc. for Lubbock Preston Smith International Airport Runway 17R-35L, ITB 14-11652-DT.

Item Summary

The Runway 17R-35L Improvements project was designed as one complete project; however, to accommodate available Federal funding, the project was bid and awarded as two phases. Phase I, awarded in October 2014, includes reconstruction of the northern and southern portions of the runway. Phase II, awarded in October 2015, includes the middle portion of the runway and completes the project. Due to weather delays, Alternate 2 of the Phase I project (southern portion) was not under construction prior to issuing the second contract. Because the second phase requires closure of the entire runway, the contractor and the City have determined Alternate 2 and the second contract can be completed concurrently, eliminating some of the requirements of the original scope of the project.

Change Order 4 includes three components:

The first is beveling of concrete joints between the keel and outboard sections of the runway pavement to minimize the possibility of joint spalling. The additional cost is $19,007.

The second, is a credit of $395,220 to the contract by the concurrent construction of Phase I and II, which eliminates eight items not necessary with the revised phasing plan.

The third, is the addition of 82 calendar days to the schedule of Alternate 2. This will amend the total days to final completion from 240 calendar days to 322 calendar days, which is concurrent with the Phase II schedule.

Staff and Airport Advisory Board recommend approval of Change Order 4 from Duininck, Inc. of Roanoke, TX for Lubbock Preston Smith International Airport Runway 17R-35L.

Fiscal Impact

Change Order 4 will reduce the amount of the construction contract by $376,153. The project is funded in Capital Improvement Project 92325, Runway 17R/35L Construction Phase II.

Staff/Board Recommending

Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution - Duininck,Inc.
Change Order - Duininck, Inc.
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. 4 to that certain Contract No. 11652 by and between the City of Lubbock and Duininck, Inc., for LBB Runway 17R-35L Phase 1, and related documents. Said Change Order No. 4 is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

RES.ChgOrd#4Contract-11652
Feb 2.5.2016

CITY OF LUBBOCK
CHANGE ORDER

Change Order #:	004	Contractor:	Duininck, Inc.
Date:	December 8, 2015	BID/ITB/RFP #:	14-11652-DT
Contract #:	FAA AIP Project No. 3-48-0138-039-2014	Project Name:	LBB Runway 17R – 35L Phase I

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

See proposal from Duininck, Inc. attached. Change Order 4 work includes:

Add New Bid Items:

1.	Joint Beveling in Keel Section Base Bid	$5,299.66
2.	Joint Beveling in Keel Section Alternate 1	$4,920.00
3.	Joint Beveling in Keel Section Alternate 2	$8,846.98
Total Adjustment for New Bid Items		**$19,066.64**

Modifications to Existing Bid Items:

1.	38 P-620 Obliteration of Temporary Runway/Taxiway Painting (Decrease 44,000 SF)	-$33,000.00
2.	41 P-620 Permanent Runway and/Taxiway Painting (Decrease 113,300 SF)	-$50,985.00
3.	A2.34 P-620 Obliteration of Temporary Runway/Taxiway Painting (Decrease 47,400 SF)	-$35,550.00
4.	A2.35 P-620 Obliteration of Permanent Runway/Taxiway Painting (Decrease 161,920 SF)	-$178,112.00
5.	A2.36 P-620 Temporary Runway/Taxiway Painting (Decrease 33, 860 SF)	-$15,237.00
6.	A2.37 P-620 Permanent Runway/Taxiway Painting (Decrease 114, 080 SF)	-$51,336.00
7.	A2.49 MC Miscellaneous Items Associated With Temp Relocated Threshold (Decrease 1 LS)	-$7,000.00
8.	A2.52 MC Temporary PAPI and EIL (Decrease 1 LS)	-$24,000.00
Total Adjustment for Existing Bid Items		**-$395,220.00**

The total time to final completion will have an additional 82 calendar days added to Alternate 2. This will take the total days to final completion from 240 calendar days to 322 calendar days.

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:	$	22,066,696.85
B.	AMOUNT OF THIS CHANGE ORDER: *Council approval required if over $25,000*	$	-376,153.36
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):		-1.70%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	$	- 168,888.44
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	$	- 545,041.80
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): *25% Maximum*		-2.47%
G.	NEW CONTRACT AMOUNT (A+E):	$	21,521,655.05

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

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

(1) CONTRACTOR	1-5-16 Date	(2) PROJECT ARCHITECT/ENGINEER	12/21/2015 Date
Approved as to Content:		Approved as to Form:	
(3) OWNER'S REPRESENTATIVE	1/29/16 Date	(4) CITY ATTORNEY	2/4/16 Date
(5) CAPITAL PROJECTS MANAGER	2/10/16 Date	(6) PURCHASING AND CONTRACT MANAGER	Date

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

CITY OF LUBBOCK		ATTEST:	
(7) MAYOR	Date	(8) CITY SECRETARY	Date

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

DUININCK
TEXAS

December 02, 2015

Mark D. Haberer, P.E.
Parkhill, Smith and Cooper
4222 85th Street
Lubbock, TX 79423

Re: LPSIA Runway 17R-35L CO #4 Cost
PSC Project No.: 01-2720-14
City ITB No.: 14-11652-DT
FAA AIP No.: 3-48-0138-039-2014

Mr. Haberer,

The following is the cost for beveling the keel section:

CO #4 WORK ITEMS

DESCRIPTION	Qty	U/M	Unit Cost	Amount
Joint Beveling in Keel Section Base Bid	6,463	LF	$0.82	$5,299.66
Joint Beveling in Keel Section Alt 1	6,000	LF	$0.82	$4,920.00
Joint Beveling in Keel Section Alt 2	10,789	LF	$0.82	$8,846.98
			TOTAL COST	**$19,066.64**

Sincerely,

David Hamilton
Project Manager
Duininck, Inc.

4701 North Highway 377
PO BOX 735
Roanoke, TX 76262
(817) 491-0946

LPSIA Runway 17R-35L

Phase I Items that will not be done if Phase I, Alternate 2, and Phase 2 Projects are built concurrently.

Bid Item	Description	Original Quantity	UOM	Unit Price	Total
38 P-620	Obliteration of Temporary Runway and Taxiway Painting	(44,000.00)	SF	$ 0.75	$ (33,000.00)
41 P-620	Permanent Runway and Taxiway Painting	(113,300.00)	SF	$ 0.45	$ (50,985.00)
A2.34 P-620	Obliteration of Temporary Runway and Taxiway Painting	(47,400.00)	SF	$ 0.75	$ (35,550.00)
A2.35 P-620	Obliteration of Permanent Runway and Taxiway Painting	(161,920.00)	SF	$ 1.10	$ (178,112.00)
A2.36 P-620	Temporary Runway and Taxiway Painting	(33,860.00)	SF	$ 0.45	$ (15,237.00)
A2.37 P-620	Permanent Runway and Taxiway Painting	(114,080.00)	SF	$ 0.45	$ (51,336.00)
A2.49 MC	Miscellaneous Items Associated With Temp Relocated Thrshold	(1.00)	LS	$ 7,000.00	$ (7,000.00)
A2.52 MC	Temporary PAPI and EIL	(1.00)	LS	$ 24,000.00	$ (24,000.00)
				TOTAL	$ (395,220.00)

City of Lubbock, TX
Capital Project
Project Cost Detail
February 25, 2016

Capital Project Number:	92325
Capital Project Name:	LBB Runway 17R-35L Improvements

	Budget
Encumbered/Expended	
Print Shop Charges	1,035
Kutchins & Groh, LLC	6,863
Parkhill, Smith and Cooper - Amendment 13	2,306,510
Duininck, Inc.	22,066,696
Duininck, Inc. - Change Order 1	(211,739)
Duininck, Inc. - Change Order 2	17,805
Duininck, Inc. - Change Order 3	25,045
Agenda Item February 25, 2016	
Duininck, Inc. - Change Order 4	(376,153)
Encumbered/Expended To Date	23,836,062
Estimated Costs for Remaining Appropriation	
Renovations/Construction	2,686,307
Remaining Appropriation	2,686,307
Total Appropriation	$ 26,522,369

Project Name **Runway 17R/35L Construction Phase II** *Project Number* **92325**

Managing Department **Aviation Oper - Field Maint.**

Project Manager **Kelly Campbell**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

Phase II of the rehabilitation of the airport's primary runway including construction observation services, surveying and testing fees, and construction services.

Project Justification

Portions of the pavement surfaces on Runway 17R/35L are more than 30 years old and showing signs of fatigue. Runway 17R/35L must be maintained to meet FAA regulations and avoid disruption to air service.

Project History

$26,522,369 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Project Amount
Construction	26,522,369	0	0	0	0	0	0	26,522,369
Total Project Appropriation	26,522,369	0	0	0	0	0	0	26,522,369

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Funding
Federal Grant Funding	23,870,132	0	0	0	0	0	0	23,870,132
FY 2011 PFC Revenue CO's	13,791	0	0	0	0	0	0	13,791
FY 2014 PFC Revenue CO's	2,638,446	0	0	0	0	0	0	2,638,446
Total Funding Sources	26,522,369	0	0	0	0	0	0	26,522,369

Regular City Council Meeting **5. 28.**

Meeting Date: 02/25/2016

Information

Agenda Item

Ordinance - City Secretary: Consider an Ordinance amending Section 1.02.004 of the Code of Ordinances of the City of Lubbock, Texas, with regard to amending voting precinct boundaries; creating additional and new voting precincts; providing a savings clause; and providing for publication.

Item Summary

This amends the boundaries of existing voting precinct boundaries, creating additional and new voting precincts. The increase of population within certain voting precincts creates the need to amend the boundaries of existing voting precincts and create new voting precincts; and the City of Lubbock's jurisdictional boundaries have been extended through annexation, which further requires the amendment to existing voting precinct boundaries and the creation of new voting precincts.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Ordinance - Amending Voting Precinct Boundaries

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1.02.004 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO AMENDING VOTING PRECINCT BOUNDARIES; CREATING ADDITIONAL AND NEW VOTING PRECINCTS; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the increase of population within certain voting precincts creates the need to amend the boundaries of existing voting precincts and create new voting precincts; and

WHEREAS, the City of Lubbock's jurisdictional boundaries have been extended through annexation, which further requires the amendment to existing voting precinct boundaries and the creation of new voting precincts; 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 amend Section 1.02.004 of the Code of Ordinances of the City of Lubbock to amend the boundaries of existing voting precinct boundaries, creating additional and new voting precincts; NOW THEREFORE:

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

SECTION 1. THAT Section 1.02.004 of the Code of Ordinances of the City of Lubbock, Texas, be amended to read as follows:

Sec. 1.02.004 Precincts and voting places

(a) All general and special elections of the city shall be held at voting places that shall be designated by an election order passed by the City Council of the City of Lubbock. The voting precincts are established as follows:

Voting Precinct No. 1. Beginning at the intersection of North University Avenue and the north city limits; thence south along North University Avenue to its intersection with Cornell Street; thence west along Cornell Street to its intersection with North Indiana Avenue; thence north along North Indiana Avenue to its intersection with Erskine Street; thence west along Erskine Street to its intersection with North Quaker Avenue; thence north along North Quaker Avenue to its intersection with Ursuline Street; thence east along Ursuline Street to its intersection with Clovis Highway; thence southeast along Clovis Highway, to its intersection with the North Loop 289; thence east along North Loop 289 to its intersection with Landmark Lane; thence north along Landmark Lane to its intersection with Landmark Drive; thence north along Landmark Drive to its intersection with the west city limits; thence north along the west city limits, approximately 150 feet west of the east section line of Section 14, Block J-S, to its intersection with the north city limits; thence west along the north city limits to the point of beginning.

Voting Precinct No. 2. Beginning at a point approximately 50 feet south and 50 feet east of the intersection of East Erskine Street and North Fiddlewood Avenue, the southeast corner of Section 26, Block A; thence north along a line, the city limits, approximately 50 feet east and parallel to the east section line of Section 26, Block A, Fiddlewood Avenue, approximately 3,340 feet to a point approximately 50 feet east and 3,290 feet north of the southeast of the southeast corner of Section 26, Block A; thence west along a line, the city limits approximately 3,290 feet north and parallel to the south section line of Section 26, Block A to a point approximately 3,290 feet north of the southwest corner of Section 26, Block A; thence north along the centerline of North Wood Avenue, the city limits, approximately 2,650 feet to a point approximately 660 feet north of the intersection of East Ursuline Street and North Wood Avenue; thence west along a line, the city limits, approximately 660 feet north of the centerline of East Ursuline Street approximately 5,120 feet to a point approximately 150 feet east and 660 feet north of the intersection of the centerlines of North Olive Avenue and East Ursuline Street; thence north along a line, the city limits, approximately 150 feet east of the centerline of North Olive Avenue to a point approximately 660 feet north and 150 feet east of the intersection of East Kent Street and North Olive Avenue; thence west along a line, the city limits, 660 feet north of East Kent Street to a point approximately 660 feet north and 150 feet east of the intersection of East Kent Street and North Guava Avenue; thence north along a line, the city limits, approximately 150 feet east of North Guava Avenue to a point approximately 50 feet north and 150 feet east of the intersection of North Guava Avenue and East Bluefield Street; thence west along a line, the city limits, approximately 50 feet north of the centerline of East Bluefield Street approximately 5,070 feet to a point approximately 50 feet north and 360 feet east of the intersection of the centerlines of North Martin Luther King Jr Boulevard and East Bluefield Street; thence north along the centerline, the city limits, of runway 17L-35R parallel to and approximately 360 feet east of the west section line of Section 2, Block D-3 approximately 4,240 feet to its intersection with the centerline of runway 8-26; thence east along the centerline, the city limits, of runway 8-26 parallel to and approximately 990 feet south of the north section line of Section 2, Block D-3; thence south along a line, the city limits, parallel to and approximately 531 feet west of the east section line of Section 2, Block D-3 approximately 3,652 feet to a point approximately 638 feet north and 531 feet west of the southeast corner of Section 2, Block D-3; thence east along a line, the city limits, parallel to and approximately 638 feet north of the south section line of Section 2, Block D-3 approximately 501 feet to a point approximately 30 feet west and 638 feet north of the southeast corner of Section 2, Block D-3; thence north along a line, the city limits, approximately 30 feet west of the east section line of Section 2, Block D-3 approximately 2,695 feet to a point approximately 1,950 feet south and approximately 30 feet west of the northeast corner of Section 2, Block D-3; thence south 89° 56' 00" east along a line, the city limits, approximately 5,280 feet to a point approximately 30 feet west and 1,955 feet south of the northeast corner of Section 43, Block A; thence north along a line, the city limits, parallel to and approximately 30 feet west of the east section line of Section 43, Block A, a distance of approximately 1,925 feet to a point approximately 30 feet south and 30 feet west of the northwest corner of Section 43, Block A; thence west along a line, the city limits, parallel to and approximately 30 feet south of the north line of Section 43, Block A,

approximately 2,610 feet to a point approximately 30 feet south of the northwest corner of the northeast quarter of Section 43, Block A; thence north 0° 1' 39" west approximately 2,675 feet along a line, the city limits, to a 3/8-inch rod set for the northeast corner of the southwest quarter of Section 6, Block D-3, the northeast corner of City of Lubbock water reservoir; thence south 89° 59' 3" west along the city limits a distance of approximately 2,360 feet to a 3/8-inch rod set for a corner; thence south 0° 1' east along the city limits a distance of approximately 454 feet to a 3/8-inch rod set for a corner; thence south 89° 59' 31" west along the city limits a distance of approximately 250 feet to point approximately 30 feet east and 454 feet south of the northwest corner of the southwest quarter of Section 6, Block D-3; thence south along a line, the city limits, parallel to and approximately 30 feet east of the west section line of Section 6, Block D-3 a distance of approximately 2,190 feet to a point approximately 30 feet east of the southwest corner of Section 6, Block D-3; thence west along a line, the city limits, approximately 30 feet south of the north lines of Section 43, Block A, Section 2, Block D-3, and Section 28, Block A, a distance of approximately 5,340 feet to a point approximately 30 feet south and 30 feet west of the northeast corner of Section 28, Block A; thence north along a line, the city limits, approximately 30 feet west of the east lines of Sections 28, Block A and Section 32, Block A, a distance of approximately 5,310 feet to a point approximately 30 feet west of the southeast corner of Section 36, Block A; thence west along the city limits, approximately 2,187 feet to a point, the southwest corner of the Theil Tract ; thence north 0° 06' 45" east along the city limits approximately 2,640 feet to a point, the northwest corner of the Thiel Tract; thence east along the north line of the Thiel Tract a distance of approximately 2,187 feet to a point on the city limits, approximately 30 feet west of the southeast corner of the northeast quarter of Section 36, Block A; thence north along a line, the city limits, approximately 30 feet west of the east section line of Section 36, Block A, a distance of approximately 2,590 feet to a point approximately 26 feet south of the northeast corner of Section 36, Block A; thence west along the south right-of-way line of Farm to Market Road 1294 approximately 4,907 feet to a point on the city limits, the intersection of the east right-of-way line of North Interstate 27; thence south 38° 14' 30" west 62.18 feet along east right-of-way of North Interstate 27 to a point on the city limits; thence south 13° 19' east, approximately 347 feet along east right-of-way of North Interstate 27, to a point on the city limits; thence in a southwesterly direction continuing along east right-of-way line of North Interstate 27, the city limits, along a circular curve to the right, the center of the curve being south 76° 41' west approximately 1,910 feet from the beginning of the curve, a distance of approximately 883 feet to a point on the city limits; thence south 13° 11' west approximately 354 feet along east right-of-way line of North Interstate 27, to a point on the city limits; thence in a southerly direction continuing along the east right-of-way line of North Interstate 27, the city limits, along a circular curve to the left, the center of the curve being south 76° 49' east, approximately 1,398 feet from the beginning of the curve approximately 323 feet to a point on the city limits; thence south 0° 03' east, approximately 6 feet along the east right-of-way line of North Interstate 27, to a point on the city limits; thence east along a line parallel to and approximately 650 feet north of the south property line of the Texas Agricultural Experiment Station tract, the city limits, approximately 400 feet to a point on the property line of the Texas Agricultural Experiment Station tract, the city limits; thence south along

the east property line of the Texas Agricultural Experiment Station tract, the city limits, a distance of approximately 660 feet to the southwest corner of said tract; thence west along the city limits, a distance of approximately 400 feet to a point in the east right-of-way line of Interstate 27; thence south 0° 3' east, approximately 1,236 feet along east right-of-way line of North Interstate 27 to a point on the city limits; thence south 2° 54' 46" east approximately 1,402 feet along the east right-of-way line of North Interstate 27, to a point on the city limits, the intersection of the centerline of Keuka Street and the east right-of-way line of North Interstate 27; thence south 2° 43' 45" west approximately 1,305 feet along east right-of-way line of North Interstate 27, the city limits; thence east along the north property line, the city limits, of the City of Lubbock airport tract a distance of approximately 1,055 feet to a point on the city limits; thence south along the east property line of City of Lubbock airport tract, the city limits, a distance of approximately 2,640 feet to a point on the city limits, approximately 1,320 feet north and 1,275 feet east of the southwest corner of Section 32, Block A; thence east along a line, the city limits, parallel to and approximately 1,320 feet north of the south line of Section 32, Block A, a distance of approximately 960 feet to a point intersecting the centerline of runway 17R-35L, said line being parallel to and approximately 2,280 feet east of the west section line of Section 32, Block A, and Section 28, Block A, a distance of approximately 6,580 feet to a point approximately 50 feet north and 3,360 feet west of the intersection of the centerline of East Bluefield Street and North Martin Luther King Jr Boulevard; thence west along a line, the city limits, approximately 50 feet north of the centerline of Bluefield Street to a point approximately 50 feet north and 50 feet east of the northwest corner of Section 9, Block A; thence north along a line, the city limits, approximately 34 feet east of the west section line of Section 27, Block A, to the a point, approximately 188 feet east and 8 feet south of the northeast corner of Section 33, Block A; ; thence west along the city limits, approximately 2,700 feet to a point approximately 2,512 feet west of the northeast corner of Section 33, Block A; thence south approximately 5,280 feet to a point 2,512 feet west of the southeast corner of Section 33, Block A; thence east approximately 2,580 feet to a point approximately 73 feet east of North Avenue P; thence south along the west right-of-way line of North Avenue P to its intersection with Farm to Market Road 2641; thence around a curve to the southwest, the city limits, to a point approximately 150 feet north and 300 feet west of the intersection of North Avenue Q and Regis Street; thence east approximately 160 feet to the intersection with the northern line of the railroad track, that runs north to Amarillo; thence south along the railroad track to its intersection with Erskine Street; thence east along Erskine Street to a point approximately 350 feet west of the intersection of Erskine Street with North Ash Avenue; thence south along a line parallel to and approximately 300 feet west of North Ash Avenue a distance of approximately 1,020 feet to its intersection with the northern railroad track; thence northeast a distance of approximately 225 feet along the railroad track to its intersection with North Ash Avenue; thence southwest along North Ash Avenue to its intersection with Municipal Drive; thence northeast along East Municipal Drive to its intersection with North Elm Avenue; thence southeast along North Elm Avenue to its intersection with East Fordham Street; thence northeast along East Fordham Street to its intersection with North Globe Avenue; thence southeast along North Globe Avenue to its intersection with East Erskine Street; thence northeast along East Erskine Street to its intersection

with North Ivory Avenue; thence southeast along North Ivory Avenue to a point approximately 263 feet northwest of the intersection of North Ivory and East Emory Street; thence northeast along a line parallel to and approximately 263 feet north of East Emory Street to its intersection with North Martin Luther King Jr Boulevard; thence north along North Martin Luther King Jr Boulevard to its intersection with East Erskine Street; thence east along East Erskine Street to a point approximately 150 feet east of the intersection of the centerline of North Olive Avenue and East Erskine Street; thence south along a line approximately 150 feet east of the centerline of North Olive Avenue approximately 849 feet to a point approximately 849 feet south and 150 feet east of the intersection of the centerlines of East Erskine Street and North Olive Avenue; thence northeast along a line, the city limits, approximately 1,200 feet to a point approximately 849 feet east of the intersection of the centerlines of East Erskine Street and North Olive Avenue; thence east along the centerline, the city limits, of East Erskine Street approximately 4,272 feet to the intersection of the centerlines of East Erskine Street and North Wood Avenue; thence south along a line, the city limits, approximately 50 feet to a point approximately 50 feet south of the intersection of the centerlines of East Erskine Street and North Wood Avenue; thence east along a line, the city limits, 50 feet south of the centerline of East Erskine Street 5,330 feet to the point of beginning.

Voting Precinct No. 3. Beginning at the intersection of North University Avenue and Cornell Street; thence south along North University Avenue and University Avenue to the intersection of University Avenue and 4th Street; thence west along 4th Street to its intersection with Indiana Avenue; thence north along Indiana Avenue and North Indiana Avenue to the intersection of North Indiana Avenue and Cornell Street; thence east along Cornell Street to the point of beginning.

Voting Precinct No. 4. Beginning at a point approximately 150 feet north of the intersection of the centerline of North University Avenue and Regis Street; thence south along North University Avenue and University Avenue to its intersection with 4th Street; thence east along 4th Street to its intersection with Avenue Q; thence north along Avenue Q and North Avenue Q to the intersection of the centerlines of North Avenue Q and Regis Street (the city limits); thence east along the centerline of Regis Street (the city limits) to the point of beginning.

Voting Precinct No. 5. Beginning at a point approximately 630 feet west of the intersection of Erskine Street with North Avenue P; thence east along Erskine Street to its intersection with North Interstate 27; thence south along North Interstate 27 and Interstate 27 to its intersection with Cesar E Chavez Drive; thence east at the entrance into Mackenzie State Park and southeast along Cesar E Chavez Drive past Parkway Drive to its intersection with Canyon Lake Drive; thence southeast along Canyon Lake Drive to its intersection with East 19th Street; thence west along East 19th Street and 19th Street to its intersection with Buddy Holly Avenue; thence north along Buddy Holly Avenue to its intersection with Broadway; thence west along Broadway to its intersection with Avenue Q; thence north along Avenue Q and North Avenue Q to the point of beginning.

Voting Precinct No. 6. Beginning at the intersection of North Interstate 27 and Erskine Street; thence east along Erskine Street to a point approximately 350 feet west of the intersection of Erskine Street and North Ash Avenue; thence south along a line parallel to and approximately 300 feet west of North Ash Avenue a distance of approximately 1,020 feet to its intersection with the northern railroad track; thence northeast a distance of approximately 225 feet along the railroad track to its intersection with North Ash Avenue; thence southwest along North Ash Avenue to its intersection with Municipal Drive; thence northeast along East Municipal Drive to its intersection with North Elm Avenue; thence southeast along North Elm Avenue to its intersection with East Fordham Street; thence northeast along East Fordham Street to its intersection with North Globe Avenue; thence southeast along North Globe Avenue to its intersection with East Erskine Street; thence northeast along East Erskine Street to its intersection with North Ivory Avenue; thence southeast along North Ivory Avenue to a point approximately 263 feet northwest of the intersection with East Emory Street; thence northeast along a line approximately 285 north and parallel to East Emory Street to its intersection with North Martin Luther King Jr Boulevard; thence north along North Martin Luther King Jr Boulevard to its intersection with East Erskine Street; thence east along East Erskine Street to its intersection with North Zenith Avenue; thence south along North Zenith Avenue and Zenith Avenue to its intersection with East 4th Street; thence east along East 4th Street to its intersection with Martin Luther King Jr Boulevard; thence north along Martin Luther King Jr Boulevard to its intersection with Parkway Drive; thence west along Parkway Drive to its intersection with East Cesar E Chavez Drive; thence northwest along East Cesar E Chavez Drive to its intersection with North Interstate 27; thence northwest along North Interstate 27 to the point of beginning.

Voting Precinct No. 7. Beginning at the intersection of Frankford Avenue with Marsha Sharp Freeway; thence northeast along Marsha Sharp Freeway to its intersection with Slide Road; thence north along Slide Road to its intersection with 19th Street; thence west along 19th Street to its intersection with Chicago Avenue; thence south along Chicago Avenue to its intersection with 26th Street; thence west along 26th Street to its intersection with Frankford Avenue; thence south along Frankford Avenue to the point of beginning.

Voting Precinct No. 8. Beginning at the intersection of Marsha Sharp Freeway and Avenue Q; thence south along Avenue Q to its intersection with Broadway; thence west along Broadway to its intersection with University Avenue; thence north along University Avenue to its intersection with Marsha Sharp Freeway; thence east along Marsha Sharp Freeway to the point of beginning.

Voting Precinct No. 9. Beginning at the intersection of Indiana Avenue and 19th Street; thence north along Indiana Avenue to the intersection of Indiana Avenue and 4th Street; thence west along 4th Street to its intersection with Vicksburg Avenue ; thence south along Vicksburg Avenue to its intersection with 19th Street; thence east along 19th Street to the point of beginning.

Voting Precinct No. 10. Beginning at the intersection of Buddy Holly Avenue and 19th Street; thence west along 19th Street to its intersection with University Avenue; thence north along University Avenue to its intersection with Broadway; thence east along Broadway to its intersection with Buddy Holly Avenue; thence south along Buddy Holly Avenue to the point of beginning.

Voting Precinct No. 12. Beginning at the intersection of Indiana Avenue and 50th Street; thence west along 50th Street to the intersection of Memphis Avenue; thence south along Memphis Avenue to the intersection of 58th Street; thence west along 58th Street to the intersection of Nashville Avenue; thence south along Nashville Avenue to the intersection of 60th Street; thence east along 60th Street to the intersection of Memphis Avenue; thence south along Memphis Avenue to its intersection with 68th Street; thence east along 68th Street to its intersection with Joliet Drive; thence northeast along Joliet Drive to the intersection of 66th Street; thence east along 66th Street to the intersection of Indiana Avenue; thence north along Indiana Avenue to the point of beginning.

Voting Precinct No. 13. Beginning at the intersection of Nashville Avenue and 19th Street; thence south on Nashville Avenue to its intersection with 34th Street; thence west on 34th Street to its intersection with Slide Road; thence north on Slide Road to its intersection with 19th Street; thence east on 19th Street to the point of beginning.

Voting Precinct No. 14. Beginning at the intersection of 19th Street and Indiana Avenue; thence south on Indiana Avenue to its intersection with 34th Street; thence west on 34th Street to its intersection with Nashville Avenue; thence north on Nashville Avenue to its intersection with 19th Street; thence east on 19th Street to the point of beginning.

Voting Precinct No. 15. Beginning at the intersection of 19th Street and University Avenue; thence south along University Avenue to its intersection with 27th Street; thence west along 27th Street to its intersection with Elgin Avenue; thence south along Elgin Avenue to its intersection with 28th Street; thence west along 28th Street to its intersection with Flint Avenue; thence north along Flint Avenue to its intersection with 27th Street; thence west along 27thStreet to its intersection with Indiana Avenue; thence north along Indiana Avenue to its intersection with 19th Street; thence east along 19th Street to the point of beginning.

Voting Precinct No. 16. Beginning at the intersection of 27th Street and University Avenue; thence south along University Avenue to its intersection with 34th Street; thence west along 34th Street to its intersection with Indiana Avenue; thence north along Indiana Avenue to its intersection with 27th Street; thence east along 27th Street to its intersection with Flint Avenue; thence south along Flint Avenue to its intersection with 28th Street; thence east along 28th Street to its intersection with Elgin Avenue; thence north along Elgin Avenue to its intersection with 27th Street; thence east along 27th Street to the point of beginning.

Voting Precinct No. 17. Beginning at the intersection of 19th Street and Avenue Q; thence south along Avenue Q to its intersection with 26th Street; thence west along 26th Street to Avenue X; thence south along Avenue X to 27th Street; thence west along 27th

Street to University Avenue; thence north along University Avenue to its intersection with 19th Street; thence east along 19th Street to the point of beginning.

Voting Precinct No. 18. Beginning at the intersection of 26th Street and Avenue Q; thence south along Avenue Q to 29th Street; thence east along 29th Street to Avenue P; thence south along Avenue P to 34th Street; thence west along 34th Street to its intersection with University Avenue; thence north along University Avenue to its intersection with 27th Street; thence east along 27th Street to Avenue X; thence north along Avenue X to 26th Street; thence east along 26th Street to the point of beginning.

Voting Precinct No. 19. Beginning at the intersection of 19th Street and Buddy Holly Avenue; thence south along Buddy Holly Avenue to its intersection with Interstate 27; thence south along Interstate 27 to its intersection with Avenue Q South Drive; thence northwest along Avenue Q South Drive to its intersection with Avenue Q and 50th Street; thence north along Avenue Q to its intersection with 34th Street; thence east along 34th Street to its intersection with Avenue P; thence north along Avenue P to its intersection with 29th Street; thence west along 29th Street to its intersection with Avenue Q; thence north along Avenue Q to its intersection with 19th Street; thence east along 19th Street to the point of beginning.

Voting Precinct No. 20. Beginning at the intersection of 19th Street and Buddy Holly Avenue; thence east along 19th Street and East 19th Street to a point approximately 1,144 feet to its intersection with the east city limits (150 feet east of the centerline of East Loop 289; thence south approximately 13,201 feet along the line approximately 1,144 feet east and parallel to East Loop 289 to a point approximately 303 feet east of Olive Avenue and 596 feet north of E 60th Street; thence east along the line parallel to East 60th Street a distance of approximately 2,496; thence south along a line approximately 1,094 east of and parallel to Redwood Avenue a distance of approximately 2,624 feet; thence west along a line approximately 320 feet south of and parallel to East 66th Street approximately 2,496 to a point approximately 467 feet south of the intersection of East 65th Street and Peach Avenue ; thence south a distance of approximately 2,324 feet to its intersection with the tracks of Burlington Northern and Santa Fe rail line; thence northwest along the tracks of the Burlington Northern and Santa Fe rail line to its intersection with the South Plains Switching rail line; thence northwest along the South Plains Switching rail line to its intersection with Buddy Holly Avenue; thence north along Buddy Holly Avenue to the point of beginning.

Voting Precinct No. 21. Beginning at the intersection of 34th Street and Quaker Avenue; thence south along Quaker Avenue to its intersection with 46th Street; thence west along 46th Street to its intersection with York Avenue; thence south along York Avenue to its intersection with 47th Street; thence west along 47th Street to its intersection with Slide Road; thence north along Slide Road to its intersection with 34th Street; thence east along 34th Street to the point of beginning.

Voting Precinct No. 22. Beginning at the intersection of 34th Street and Knoxville Avenue; thence south along Knoxville Avenue to its intersection with 50th Street; thence west along 50th Street to its intersection with Quaker Avenue; thence north along Quaker

Avenue to its intersection with 34th Street; thence east along 34th Street to the point of beginning.

Voting Precinct No. 23. Beginning at the intersection of 34th Street and Gary Avenue; thence south along Gary Avenue to its intersection with 50th Street; thence west along 50th Street to its intersection with Knoxville Avenue; thence north along Knoxville Avenue to its intersection with 34th Street; thence east along 34th Street to the point of beginning.

Voting Precinct No. 24. Beginning at the intersection of 34th Street and University Avenue; thence south along University Avenue to its intersection with 50th Street; thence west along 50th Street to its intersection with Gary Avenue; thence north along Gary Avenue to its intersection with 34th Street; thence east along 34th Street to the point of beginning.

Voting Precinct No. 25. Beginning at the intersection of Avenue Q with 50th Street; thence west along 50th Street to its intersection with University Avenue; thence north along University Avenue to its intersection with 34th Street; thence east along 34th Street to its intersection with Avenue Q; thence south along Avenue Q to the point of beginning.

Voting Precinct No. 26. Beginning at the intersection of Interstate 27 and the South Plains Switching rail line; thence southeast along the South Plains Switching rail line to its intersection with the Burlington Northern and Santa Fe rail line; thence southeast along the Burlington and Northern to its intersection with the southeast city limits; thence south 33° 24' west along a line, the city limits, approximately 500 feet to a point; thence north 57° west along a line, the city limits, approximately 4,055 feet to a point approximately 150 feet south of the intersection of East 82nd Street and Olive Avenue; thence west along a line, the city limits, approximately 150 feet south of the centerline of East 82nd Street to a point approximately 35 feet east of Avenue F; thence south along a line, the city limits, approximately 560 feet to a point; thence west along a line, the city limits, approximately 565 feet to a point approximately 28 feet east of the Interstate 27 frontage road; thence north along Interstate 27 frontage road approximately 560 feet to a point approximately 28 feet east of the Interstate 27 frontage road and 167 feet south of 82nd Street; thence west a distance of approximately 184 feet to the centerline of southbound Interstate 27; thence north along Interstate 27 to the point of beginning.

Voting Precinct No. 27. Beginning at the intersection of South Loop 289 and Slide Road; thence north along Slide Road to the intersection of Marsha Sharp Freeway; thence southwest along Marsha Sharp Freeway to the intersection of West Loop 289; thence southeast along West Loop 289 to the point of beginning.

Voting Precinct No. 28. Beginning at the intersection of 50th Street and University Avenue; thence south along University Avenue to its intersection with 66th Street; thence west along 66th Street to its intersection with Indiana Avenue; thence north along Indiana Avenue to its intersection with 50th Street; thence east along 50th Street to the point of beginning.

Voting Precinct No. 29. Beginning at the intersection of Avenue U and 50th Street; thence east on 50th Street to Avenue Q South Drive; thence south on Avenue Q South Drive to its intersection with Interstate 27; thence south on Interstate 27 to its intersection with South Loop 289; thence west on South Loop 289 to its intersection with Avenue U; thence north on Avenue U to the point of beginning.

Voting Precinct No. 30. Beginning at the intersection of Slide Road and 59th Street; thence east along 59th Street to its intersection with York Avenue; thence north along York Avenue to its intersection with 58th Street; thence east along 58th Street to its intersection with Vicksburg Avenue; thence north along Vicksburg Avenue to its intersection with 56th Street; thence east along 56th Street to its intersection with Utica Avenue; thence south along Utica Avenue to its intersection with 58th Street; thence east along 58th Street to its intersection with Toledo Avenue; thence south along Toledo Avenue to its intersection with 60th Street; thence east along 60th Street to its intersection with Raleigh Avenue; thence north along Raleigh Avenue to its intersection with 59th Street; thence west along 59th Street to its intersection with Richmond Avenue; thence north along Richmond Avenue to its intersection with 58th Street; thence east along 58th Street to its intersection with Memphis Avenue; thence north along Memphis Avenue to its intersection with 50th Street; thence west along 50th Street to its intersection with Quaker Avenue; thence north along Quaker Avenue to its intersection with 46th Street; thence west along 46th Street to its intersection with York Avenue; thence south along York Avenue to its intersection with 47th Street; thence west along 47th Street to its intersection with Slide Road; thence south along Slide Road to the point of beginning.

Voting Precinct No. 40. Beginning at a point approximately 1,144 feet east of the intersection of East 19th Street and East Loop 289; thence north along the city limits, to a point approximately 448 feet north; thence northeasterly along the city limits, approximately 1,207 feet to a point approximately 2,081 feet east of the intersection of East Loop 289 and East 16th Street; thence west along the city limits approximately 858 feet to a point; thence north along the city limits, a line approximately 1,277 feet east of the centerline of East Loop 289 approximately 4,014 feet to its intersection with East 4th Street; thence west along East 4th Street to its intersection with Martin Luther King Jr Boulevard; thence north along Martin Luther King Jr Boulevard to its intersection with Parkway Drive; thence west along Parkway Drive to its intersection with East Cesar E Chavez Drive; thence south along the East Cesar E Chavez Drive to its intersection with East Broadway; thence south along Canyon Lake Drive to its intersection with East 19th Street; thence east along East 19th Street to the point of beginning.

Voting Precinct No. 47. Beginning at the intersection of Chicago Avenue and 19th Street; thence east along 19th Street to the intersection of Vicksburg Avenue; thence north along Vicksburg Avenue to the intersection of 4th Street; thence west along 4th Street to the intersection of Slide Road; thence north along Slide Road to the intersection of West Loop 289; thence southwest along West Loop 289 to the intersection of Chicago Avenue; thence south along Chicago Avenue to the point of beginning.

Voting Precinct No. 49. Beginning at the intersection of 19th Street and Boston Avenue; thence north along Boston Avenue to its intersection with 15th Street; thence west along 15th Street to its intersection with Flint Avenue; thence north along Flint Avenue to its intersection with Main Street; thence southwest along Main Street to its intersection with Indiana Avenue; thence south along Indiana Avenue to its intersection with 19th Street; thence east along 19th Street to the point of beginning.

Voting Precinct No. 50. Beginning at the intersection of 19th Street and Boston Avenue; thence north along Boston Avenue to its intersection with 15th Street; thence west along 15th Street to its intersection with Flint Avenue; thence north along Flint Avenue to its intersection with Main Street; thence southwest along Main Street to its intersection with Indiana Avenue; thence north along Indiana Avenue to its intersection with 4th Street; thence east along 4th Street and Marsha Sharp Freeway to its intersection with University Avenue; thence south along University Avenue to its intersection with 19th Street; thence west along 19th Street to the point of beginning.

Voting Precinct No. 52. Beginning at the intersection of Indiana Avenue and 98th Street; thence east along 98th Street to its intersection with Avenue P; thence south along Avenue P a distance of approximately 1,354 feet to a point on Avenue P on the city limits; thence west along the city limits a distance of approximately 2,631 to a point approximately 260 feet east of Avenue U; thence south along the city limits a distance of approximately 1,316 feet to a point; thence west along the city limits a distance of approximately 1,968 feet to a point approximately 648 feet east and 41 feet south of the intersection of 106th Street and University Avenue; thence south along a line approximately 660 feet east of the centerline of University Avenue to a distance of approximately 3,290 feet to a point approximately 660 feet south of 114th Street; thence west along the city limits approximately 660 feet south of 114th Street a distance of approximately 3,303 feet to a point on 116th Street; thence south along the city limits a distance of approximately 1,988 feet to a point approximately 2,632 feet east of Indiana Avenue; thence east along the city limits a distance of approximately 940 feet to a point; thence south along the city limits a distance of approximately 2,643 feet to a point on 130th Street approximately 1,432 feet east of the intersection of 130th Street and Flint Avenue; thence west along the city limits a distance of approximately 1,705 feet to the intersection of 130th Street and University Avenue; thence south along University Avenue a distance of approximately 2,642 feet to a point; thence west along the city limits a distance of approximately 5,274 feet to its intersection with Indiana Avenue; thence north along Indiana Avenue to the point of beginning.

Voting Precinct No. 53. Beginning at the intersection of 19th Street and Chicago Avenue; thence south along Chicago Avenue to its intersection with 26th Street; thence west along 26th Street to its intersection with Frankford Avenue; thence south along Frankford Avenue to its intersection with West Loop 289; thence northwest along the former Seagraves Branch of the P. & S. F. Railroad to its intersection with Milwaukee Avenue; thence north along Milwaukee Avenue to its intersection with 19th Street; thence east along 19th Street to the point of beginning.

Voting Precinct No. 54. Beginning at the intersection of 82nd Street and Quaker Avenue; thence east along 82nd Street to its intersection with Indiana Avenue; thence south along Indiana Avenue to its intersection with 98th Street; thence west along 98th Street to its intersection with Quaker Avenue; thence north along Quaker Avenue to the point of beginning.

Voting Precinct No. 56. Beginning at point in the northwest quarter of Section 16, Block E, on the city limits, approximately 38 feet north of the intersection of 130th Street and University Avenue; thence east along the city limits and 130th Street a distance of approximately 2,620 feet to a point; thence south along the city limits a distance of approximately 2,632 feet to a point; thence west along the city limits a distance of approximately 2,620 feet to the intersection of 130th Street and University Avenue; thence north along University Avenue a distance of approximately 2,632 feet to the point of beginning.

Voting Precinct No. 57. Beginning at the intersection of Alcove Avenue and 19th Street; thence east along 19th Street to its intersection with Milwaukee Avenue; thence south along Milwaukee Avenue to its intersection with the Lehman Branch of the West Texas and Lubbock Railroad; thence northwest along the Lehman Branch of the West Texas and Lubbock Railroad to a point approximately 700 feet west of the centerline of Upland Avenue; thence north along a line parallel to and 660 feet west of the centerline of Upland Avenue to a point approximately 660 feet south and 660 feet west of the intersection of Upland Avenue and 34th Street; thence west along a line parallel to and approximately 660 feet south of the centerline of 34th Street to its intersection with Alcove Avenue; thence north along Alcove Avenue to the point of beginning.

Voting Precinct No. 58. Beginning at the intersection of North Frankford Avenue and Ursuline Street; thence south along North Frankford Avenue and Frankford Avenue to its intersection with 4th Street; thence west along 4th Street to its intersection with Milwaukee Avenue; thence west along 4th Street approximately 136 feet; thence north approximately 308 feet to the city limits; thence north following the city limits, which is approximately 136 feet west of Milwaukee Avenue and North Milwaukee Avenue, a distance of approximately 4,635 feet to a point approximately 136 feet west and 660 feet south of the intersection of North Milwaukee Avenue and Erskine Street; thence west along the city limits line, a distance of approximately 23 feet; thence north a distance of approximately 1,320 feet to a point approximately 23 feet west and 660 feet north of the intersection of Erskine Street and North Milwaukee Avenue; thence east a distance of approximately 1,325 feet to a point on the city limits; thence continuing east along the north city limits, a line parallel to and approximately 660 feet north of Erskine Street, approximately 3,775 feet to a point approximately 360 feet west and 660 feet north of the intersection of North Frankford Avenue and Erskine Street; thence north along the city limits and approximately 360 feet west and parallel to North Frankford Avenue a distance of approximately 1,738 feet to a point; thence east along the city limits a distance of approximately 205 feet to a point approximately 160 feet west of North Frankford

Avenue; thence north along the city limits a distance of approximately 2,910 feet to a point approximately 35 feet south and 142 feet west of the intersection of Ursuline Street and North Frankford Avenue; thence east a distance of approximately 142 feet to the point of beginning.

Voting Precinct No. 59. Beginning at the intersection of 19th Street and Frankford Avenue; thence north along Frankford Avenue and North Frankford Avenue to its intersection with Erskine Street; thence east along Erskine Street to its intersection with North Slide Road; thence south a distance of approximately 3,625 feet to its intersection with North Loop 289; thence southwest along North Loop 289 to its intersection with Chicago Avenue; thence south along Chicago Avenue to its intersection with 19th Street; thence west along 19th Street to the point of beginning.

Voting Precinct No. 60. Beginning at the intersection of 58th Street and Quaker Avenue; thence east along 58th Street to its intersection with Nashville Avenue; thence south along Nashville Avenue to its intersection with 60th Street; thence east along 60th Street to its intersection with Memphis Avenue; thence south along Memphis Avenue to its intersection with South Loop 289; thence west along South Loop 289 to its intersection with Peoria Avenue; thence north along Peoria Avenue to its intersection with 64th Street; thence west along 64th Street to its intersection with Quaker Avenue; thence north along Quaker Avenue to the point of beginning.

Voting Precinct No. 62. Beginning at the intersection of Marsha Sharp Freeway, and West Loop 289; thence southeast along West Loop 289 and South Loop 289 to the intersection of South Loop 289 and Slide Road; thence south along Slide Road to its intersection with 82nd Street; thence west along 82nd Street to its intersection with Chicago Avenue; thence north along Chicago Avenue to its intersection with 66th Street; thence west along 66th Street to its intersection with Frankford Avenue; thence north along Frankford Avenue to the point of beginning.

Voting Precinct No. 63. Beginning at the intersection of North Loop 289 and Clovis Road; ; thence northwest along Clovis Road , to its intersection with Ursuline Street; thence west along Ursuline Street to its intersection with the west city limits, approximately 142 feet west and 144 feet north of the intersection of Ursuline Street and North Frankford Avenue; thence north along the west city limits, a line parallel to and approximately 142 feet west of the centerline of North Frankford Avenue, to its intersection with the north city limits; thence east along a line parallel to and approximately 142 feet north of the centerline of Ursuline Street, to a point approximately 1,496 feet west and 150 feet north of the intersection of North Quaker Avenue and Ursuline Street; thence north approximately 990 feet to a point on the north city limits; thence northeast along the city limits approximately 500 feet to its intersection with the Clovis Road; thence north along the city limits approximately 580 feet to a point approximately 10 feet south of and 1,225 feet west of the intersection of Bradley Street and North Quaker Avenue; thence east along the city limits 1,225 feet to a point approximately 23 feet south and 58 feet west of the intersection of Ursuline Street and North Quaker Avenue; thence north along the city limits approximately 58 feet west and

parallel to North Quaker Avenue a distance of approximately 530 feet to a point on the north city limits; thence east along the city limits approximately 1,200 feet to a point; thence north along the city limits approximately 250 feet to a point; thence east along the city limits approximately 3,975 feet to its intersection with Landmark Drive; thence south along Landmark Drive to its intersection with Landmark Lane; thence southeast along Landmark Lane to the point of beginning.

Voting Precinct No. 66. Beginning at the intersection of 82nd Street and Slide Road; thence east along 82nd Street to its intersection with Quaker Avenue; thence south along Quaker Avenue to its intersection with 98th Street; thence west along 98th Street to its intersection with Slide Road; thence north along Slide Road to the point of beginning.

Voting Precinct No. 67. Beginning at the intersection of 82nd Street and University Avenue; thence east along 82nd Street to a point approximately 150 feet east of the intersection of 82nd Street and Avenue P; thence south along a line, the city limits, approximately 150 feet east of the centerline of Avenue P to a point approximately 26 feet north and 150 feet east of the intersection of Avenue P and 98th Street; thence east along the city limits approximately 26 feet north of and parallel to 98th Street a distance of approximately 1,812 feet to a point approximately 26 feet north and 415 feet west of the intersection of 98th Street and U.S. Highway 87; thence north along the city limits a distance of approximately 316 feet to a point approximately 415 feet west and 343 feet north of the intersection of 98th Street and U.S. Highway 87; thence east along the city limits a distance of approximately 1,060 feet to a point approximately 353 feet north and 34 feet east of the intersection of 98th Street and Short Road; thence south along the city limits approximately 34 feet east and parallel to Short Road a distance of approximately 3,005 feet to a point approximately 380 feet east of U.S. Highway 87; thence west along the city limits a distance of approximately 3,075 feet to a point approximately 47 feet west of the centerline of Avenue P; thence north along the city limits and a line approximately 55 feet west and parallel to Avenue P a distance of approximately 2,680 feet to a point approximately 55 feet west of the intersection of 98th Street and Avenue P; thence west along 98th Street to its intersection with University Avenue; thence north along University Avenue to the point of beginning.

Voting Precinct No. 72. Beginning at the intersection of 19th Street and Frankford Avenue; thence west along 19th Street to its intersection with Milwaukee Avenue; thence north along Milwaukee Avenue to its intersection with 4th Street; thence east along 4th Street to its intersection with Frankford Avenue; thence south along Frankford Avenue to the point of beginning.

Voting Precinct No. 75. Beginning at the intersection of 82nd Street and Indiana Avenue; thence west along 82nd Street to its intersection with Quaker Avenue; thence north along Quaker Avenue to its intersection with South Loop 289; thence east along South Loop 289 to its intersection with Indiana Avenue; thence south along Indiana Avenue to the point of beginning.

Voting Precinct No. 76. Beginning at the intersection of 19th Street and Research Boulevard; thence north along Research Boulevard a distance of approximately 2,700 feet

to a point on Research Boulevard; thence west a distance of approximately 51 feet to a point on the west city limits; thence north along the city limits approximately 51 feet west and parallel to Research Boulevard a distance of approximately 2,625 feet to a point approximately 62 feet west and 50 feet north of the intersection of Research Boulevard and 4th Street; thence east along the city limits approximately 50 feet north of and parallel to 4th Street a distance of approximately 2,700 feet to a point; thence north approximately 610 feet to a point approximately 660 feet north of the southeast corner of the southwest quarter of Section 18, Block J-S; thence east along a line, the city limits, approximately 660 feet north of the south lines of Section 18, Block J-S, Section 17, Block J-S, and Section 4, Block J-S, approximately 11,875 feet to a point approximately 660 feet north and 485 feet west of the intersection of 4th Street and Venita Avenue; thence south along the city limits approximately 150 feet to a point approximately 510 feet north and 485 feet west of the intersection of 4th Street and Venita Avenue; thence east along the city limits approximately 465 feet to a point approximately 510 feet north and 30 feet west of the intersection of 4th Street and Venita Avenue; thence north along the city limits approximately 25 feet to a point approximately 535 feet north and 30 feet west of the intersection of 4th Street and Venita Avenue; thence east along the north city limits approximately 800 feet to a point approximately 40 feet west and 32 feet north of the intersection of 3rd Street and Upland Avenue; ; thence north along the north city limits and parallel to Upland Avenue approximately 125 feet to a point approximately 160 feet north and 40 feet west of the intersection of 3rd Street and Upland Avenue; thence east along the north city limits approximately 2,688 feet to a point approximately 660 feet north and 12 feet west of the intersection of 4th Street and Quincy Avenue; thence south along the city limits approximately 355 feet, to a point approximately 12 feet west and 305 feet north of the intersection of 4th Street and Quincy Avenue; thence east along a line approximately 305 feet north and parallel to 4th Street, a distance of approximately 2,500 feet to a point approximately 307 feet north and 136 feet west of the intersection of 4th Street and Milwaukee Avenue; thence south a distance of approximately 307 feet along a line parallel to Milwaukee Avenue to its intersection with 4th Street; thence east along 4th Street approximately 136 feet to its intersection with Milwaukee Avenue; thence south along Milwaukee Avenue to its intersection with 19th Street; thence west along 19th Street to the point of beginning.

Voting Precinct No. 78. Beginning at the intersection of 82nd Street and Milwaukee Avenue; thence east along 82nd Street to its intersection with Frankford Avenue; thence south along Frankford Avenue to its intersection with 98th Street; thence west along 98th Street to its intersection with Milwaukee Avenue; thence north along Milwaukee Avenue to the point of beginning.

Voting Precinct No. 92. Beginning at the intersection of 19th Street and Alcove Avenue; thence south along Alcove Avenue to its intersection with the south city limits which is approximately 660 feet south of the intersection of Alcove Avenue and 34th Street; thence west along the south city limits, a line parallel to and approximately 660 feet south of the centerline of 34th Street, to its intersection with the west city limits, a point approximately 660 feet south and 660 feet west of the intersection of 34th Street and Research Boulevard; thence north along the west city limits, a line parallel to and

approximately 660 feet west of the centerline of Research Boulevard, to its intersection with 19th Street; thence east along 19th Street to the point of beginning.

Voting Precinct No. 96. Beginning at a point approximately 2,190 feet north of the intersection of 50th Street and Milwaukee Avenue); thence southeast along the former Lehman Branch of the P. & S. F. Railroad to its intersection with the former Seagraves Branch of the P. & S. F. Railroad; thence continuing along the former Seagraves Branch of the P. & S. F. Railroad to its intersection with the north right-of-way line of Marsha Sharp Freeway; thence south along Marsha Sharp Freeway a distance of approximately 3,970 feet to its intersection with Milwaukee Avenue; thence north along Milwaukee Avenue to the point of beginning.

Voting Precinct No. 104. Beginning at the intersection of 82nd Street and Upland Avenue; thence north along Upland Avenue to its intersection with the north right-of-way line of Marsha Sharp Freeway; thence northeasterly along the north right-of-way line of Marsha Sharp Freeway, approximately 5,850 feet to a point approximately 730 feet southwest of its intersection with Milwaukee Avenue; thence south along a line parallel to and approximately 540 feet west of Milwaukee Avenue to its intersection with 82nd Street; thence west along 82nd Street to the point of beginning.

Voting Precinct No. 109. Beginning at the intersection of 98th Street and Quaker Avenue; thence east along 98th Street to its intersection with Indiana Avenue; thence south along Indiana Avenue to a point approximately 2,645 feet south of the intersection of Indiana Avenue and 130th Street and intersecting with County Road 2100 (the south city limits); thence west a distance of approximately 1,972 feet to a point on the south city limits; thence south along the south city limits approximately 1,475 feet to a point; thence northwesterly along the south city limits a distance of approximately 450 feet to a point; thence south and southwesterly along the city limits, to a point approximately 70 feet north and 21 feet east of the intersection 146th Street and County Road 2040; thence southeast along the south city limits a distance of approximately 43 feet to a point approximately 40 feet north and 50 feet east of the intersection of 146th Street and County Road 2040; thence south along the south city limits a distance of approximately 55 feet to a point on the south city limits, which is approximately 16 feet south and 50 feet east of the intersection of 146th Street and County Road 2040; thence west along the south city limits approximately 16 feet south and parallel to 146th Street, a distance of approximately 2,700 feet to a point approximately 16 feet south of the intersection of 146th Street and Quaker Avenue; thence north along Quaker Avenue to the point of beginning.

Voting Precinct No. 110. Beginning at the intersection of Slide Road and 98th Street; thence east along 98th Street to its intersection with Quaker Avenue; thence south along Quaker Avenue to a point on the south city limits, approximately 660 feet south of the intersection of Quaker Avenue and 130th Street; thence west along the south city limits parallel to and 660 feet south of 130th Street to its intersection with Slide Road; thence south along Slide Road to the point approximately 3,260 feet south of the intersection of Slide Road and 130th Street; thence west along the south city limits a distance of

approximately 2,632 feet to a point; thence north along the south city limits a distance of approximately 3,260 feet to a point approximately 7 feet east and 17 feet south of the intersection 130th Street and Chicago Avenue; thence east along the south city limits, approximately 17 feet south of and parallel to 130th Street, a distance of approximately 1,970 feet to a point approximately 660 feet west and 10 feet south of the intersection of Slide Road and 130th Street; thence north along the south city limits a distance of approximately 530 feet to a point; thence east along the south city limits a distance of approximately 360 feet to a point approximately 300 feet west of and 520 feet north of the intersection of Slide Road and 130th Street; thence north along the south city limits and parallel to Slide Road, a distance of approximately 3,185 feet to a point approximately 300 feet west and 1,575 feet south of the intersection of Slide Road and 114th Street; thence west along the south city limits a distance of approximately 355 feet to a point; thence north along the south city limits a distance of approximately 940 feet, approximately 660 feet west and 640 feet south of the intersection of Slide Road and 114th Street; thence east along the south city limits a distance of approximately 640 feet to a point approximately 20 feet west of Slide Road; thence north along Slide Road to the point of beginning.

Voting Precinct No. 111. Beginning at the intersection of 114th Street and Upland Avenue; thence west along 114th Street to a point approximately 55 feet west of the intersection of Alcove Avenue and 114th Street; thence north along a line (the city limits) approximately 55 feet west and parallel to Alcove Avenue to its intersection with the north right-of-way line of Marsha Sharp Freeway; thence northeasterly along the west city limits and north right-of-way line of Marsha Sharp Freeway, to a point approximately 660 feet west of the intersection of Upland Avenue and Marsha Sharp Freeway; thence north along the west city limits a distance of approximately 1,430 feet to a point approximately 660 feet west of Upland Avenue; thence west along the west city limits a distance of approximately 1,720 feet to a point approximately 2,384 feet west and 373 feet north of the intersection of Upland Avenue and 66th Street; thence north along the west city limits a distance of approximately 378 feet to a point approximately 2,385 feet west and 765 feet north of the intersection of Upland Avenue and 66th Street; thence west along the west city limits a distance of approximately 260 feet to a point approximately 2,645 feet west and 765 feet north of the intersection of Upland Avenue and 66th Street; thence north along the west city limits a distance of approximately 755 feet to a point approximately 2,645 feet west and 380 feet south of the intersection of Upland Avenue and 60th Street; thence east along the west city limits a distance of approximately 1,985 feet to a point approximately 296 feet south and 25 feet west of the intersection of Valencia Avenue and 60th Street; thence north along the west city limits and parallel to Upland Avenue, a distance of approximately 8,397 feet to a point approximately 660 feet west and 1,740 feet south of the intersection of Upland Avenue and 34th Street and, also, intersects with the former Lehman Branch of the P. & S. F. Railroad; thence southeast along the former Lehman Branch of the P. & S. F. Railroad a distance of approximately 700 feet to its intersection with Upland Avenue; thence south along Upland Avenue to the point of beginning.

Voting Precinct No. 112. Beginning at the intersection of the north right-of-way line of Marsha Sharp Freeway, and Upland Avenue; thence north along Upland Avenue to its intersection with the former Lehman Branch of the West Texas and Lubbock Railroad; thence southeasterly along the former Lehman Branch of the West Texas and Lubbock Railroad to its intersection with Milwaukee Avenue; thence south along the centerline of Milwaukee Avenue to its intersection with the north right-of-way line of Marsha Sharp Freeway; thence southwesterly along the north right-of-way line of Marsha Sharp Freeway, to the point of beginning.

Voting Precinct No. 113. Beginning at the intersection of North Quaker Avenue and Ursuline Street; thence south along North Quaker Avenue to its intersection with Marshall Street; thence west along Marshall Street to its intersection with North Utica Avenue; thence south along North Utica Avenue to its intersection with Erskine Street; thence west along Erskine Street to its intersection with North Frankford Avenue; thence north along North Frankford Avenue to its intersection with Ursuline Street; thence east along Ursuline Street to the point of beginning.

Voting Precinct No. 114. Beginning at the intersection of North Quaker Avenue and Marshall Street; thence south along North Quaker Avenue to its intersection with Erskine Street; thence west along Erskine Street to its intersection with North Utica Avenue; thence north along North Utica Avenue to its intersection with Marshall Street; thence east along Marshall Street to the point of beginning.

Voting Precinct No. 118. Beginning at the intersection of University Avenue and 50th Street; thence east along 50th Street to its intersection with Avenue U; thence south along Avenue U to its intersection with South Loop 289; thence west along South Loop 289 to its intersection with University Avenue; thence north along University Avenue to the point of beginning.

Voting Precinct No. 119. Beginning at the intersection of South Loop 289 and University Avenue; thence east along Loop 289 to its intersection with Interstate 27; thence south along Interstate 27 to its intersection with the south city limits, approximately 170 feet south of 82nd Street; thence west along the south city limits to a point approximately 150 feet east of the centerline of Avenue P; thence north approximately 168 feet to 82nd Street; thence west along 82nd Street to its intersection with University Avenue; thence north along University Avenue to the point of beginning.

Voting Precinct No. 122. Beginning at the intersection with University Avenue and South Loop 289; thence west along South Loop 289 to its intersection with Memphis Avenue; thence north along Memphis Avenue to its intersection with 68th Street; thence southeast along 68th Street to its intersection with Joliet Drive; thence northeast along Joliet Drive to its intersection with 66th Street; thence east along 66th Street to its intersection with University Avenue; thence south along University Avenue to the point of beginning.

Voting Precinct No. 123. Beginning at the intersection with University Avenue and 82nd Street; thence west along 82nd Street to its intersection with Indiana Avenue; thence north along Indiana Avenue to its intersection with South Loop 289; thence east along

South Loop 289 to its intersection with University Avenue; thence south along University Avenue to the point of beginning.

Voting Precinct No. 124. Beginning at the intersection of 82nd Street and Slide Road; thence south along Slide Road to its intersection with 98th Street; thence west along 98th Street to its intersection with Chicago Avenue; thence north along Chicago Avenue to its intersection with 82nd Street; thence east along 82nd Street to the point of beginning.

Voting Precinct No. 125. Beginning at the intersection of 82nd Street and Chicago Avenue; thence south along Chicago Avenue to its intersection with 98th Street; thence west along 98th Street to its intersection with Frankford Avenue; thence north along Frankford Avenue to its intersection with 82nd Street; thence east along 82nd Street to the point of beginning.

Voting Precinct No. 126. Beginning at the intersection of Slide Road and 59th Street; thence east along 59th Street to its intersection with York Avenue; thence north along York Avenue to its intersection with 58th Street; thence east along 58th Street to its intersection with Vicksburg Avenue; thence north along Vicksburg Avenue to its intersection with 56th Street; thence east along 56th Street to its intersection with Utica Avenue; thence south along Utica Avenue to its intersection with 58th Street; thence east along 58th Street to its intersection with Toledo Avenue; thence south along Toledo Avenue to its intersection with 60th Street; thence east along 60th Street to its intersection with Raleigh Avenue; thence north along Raleigh Avenue to its intersection with 59th Street; thence west along 59th Street to its intersection with Richmond Avenue; thence north along Richmond Avenue to its intersection with 58th Street; thence east along 58th Street to its intersection with Quaker Avenue; thence south along Quaker Avenue to its intersection with 64th Street; thence southwesterly along 64th Street to its intersection with Peoria Avenue; thence south along Peoria Avenue to its intersection with South Loop 289; thence northwesterly along South Loop 289 to its intersection with Slide Road; thence north along Slide Road to the point of beginning.

Voting Precinct No. 127. Beginning at the intersection of South Loop 289 and Quaker Avenue; thence south along Quaker Avenue to its intersection with 82nd Street; thence west along 82nd Street to its intersection with Slide Road; thence north along Slide Road to its intersection with South Loop 289; thence southeasterly along South Loop 289 to the point of beginning.

Voting Precinct No. 128. Beginning at the intersection of 66th Street and Chicago Avenue; thence south along Chicago Avenue to its intersection with 82nd Street; thence west along 82nd Street to its intersection with Frankford Avenue; thence north along Frankford Avenue to its intersection with 66th Street; thence east along 66th Street to the point of beginning.

Voting Precinct No. 129. Beginning at the intersection of Frankford Avenue and 82nd Street; thence west along 82nd Street to a point approximately 660 feet west of Milwaukee Avenue; thence north along a line parallel to and approximately 660 feet west of the centerline of Milwaukee Avenue to the north right-of-way line of Marsha Sharp

Freeway; thence northeast along Marsha Sharp Freeway, then curving northwest along the former Seagraves Branch of the P. & S. F. Railroad to its intersection with the former Lehman Branch of the P. & S. F. Railroad; thence easterly along the former Lehman Branch of P. & S. F. Railroad to its intersection with West Loop 289 and Frankford Avenue; thence south along Frankford Avenue to the point of beginning.

Voting Precinct No. 131. Beginning at a point approximately 55 feet west of the northwest corner of Section 11, Block JS, thence S 89° 56' 35" E, along the north section line of Section 11, Block JS, a distance of approximately 2,080 feet; thence S 00° 3' 25" W a distance of approximately 927 feet; thence S 89° 56' 35" E a distance of approximately 235 feet; thence N 00° 3' 25" E a distance of approximately 927 feet to a point in the north section line of Section 11, Block JS; thence S 89° 56' 35" E, along the north section line of Section 11, Block JS, a distance of approximately 820 feet; thence S 00° 3' 25" W a distance of approximately 50 feet; thence S 75° 40' 19" E a distance of approximately 283 feet to a point in the south right-of-way line of Clovis Road, thence N 29° 54' 57" E a distance of approximately 290 feet to a point in the north right-of-way line of Clovis Road; thence S 60° 5' 03" E a distance of approximately 2,158 feet along the north right-of-way line of Clovis Road; thence S 29° 54' 57" W a distance of approximately 290 feet to a point in the south right-of-way line of Clovis Road; thence S 00° 3' 25" W, along the east section line of Section 11, Block JS, a distance of approximately 1,447 feet; thence S 89° 56' 35" E, along the half-section line of Section 14, Block A, a distance of approximately 1,696 feet; thence S 00° 3' 25" W a distance of approximately 333 feet; thence S 89° 56' 35" E a distance of approximately 311 feet; thence S 56° 58' 0" E a distance of approximately 2,128 feet; thence S 00° 3' 25" W a distance of approximately 990 feet; thence N 89° 56' 35" W a distance of approximately 6,928 feet; thence N 00° 3' 25" E a distance of approximately 472 feet; thence N 89° 56' 35" W a distance of approximately 1,205 feet; thence N 00° 3' 25" E a distance of approximately 2,010 feet; thence N 89° 56' 35" W a distance of approximately 1,006 feet; thence N 00° 3' 25" E a distance of approximately 2,639 feet to the point of beginning.

Voting Precinct No. 132. Beginning at a point on the north city limits which is approximately 60 feet west and 57 feet south of the intersection of North Ash Avenue and East Farm to Market Road 1294; thence north and northeasterly along the north city limits, , approximately 5,440 feet to a point approximately 63 feet west of the intersection of North Ash Avenue and East Utah Street; thence east along the north city limits and East Utah Avenue a distance of approximately 2,065 feet to a point ; thence south along the north city limits a distance of approximately 1,660 feet to a point; thence east along the north city limits a distance of approximately 2,640 feet to a point; thence south along the north city limits a distance of approximately 3,682 feet to a point approximately 48 feet west and 26 feet south of the intersection of North County Road 2500 and East Farm to Market Road 1294; thence west along a line parallel to East Farm to Market Road 1294 to the point of beginning.

Voting Precinct No. 135. Beginning at a point approximately 175 feet west and 660 feet north of the intersection of Erskine Street and North Milwaukee Avenue; thence south along a line approximately 174 feet west of and parallel to the centerline of North

Milwaukee Avenue to a point on the north city limits, approximately 1,320 feet south and 175 feet west of the intersection of Erskine Street and North Milwaukee Avenue; thence west along the north city limits, approximately 660 feet south of the centerline of Erskine Street to a point approximately 1,000 feet east and 660 feet south of the intersection of Erskine Street and North Milwaukee Avenue; thence north along the north city limits, approximately 1,000 feet west of the centerline of North Milwaukee Avenue, a distance of approximately 3,675 feet, to a point approximately 11 feet north and 34 feet west of its intersection with Marshall Street; thence east along the north city limits, parallel to Marshall Street, a distance of approximately 1,226 feet to a point approximately 11 feet north and 62 feet east of the intersection of North Milwaukee Avenue and Marshall Street; thence south along the north city limits and parallel to North Milwaukee Avenue, a distance of approximately 410 feet to a point approximately 55 feet east and 685 feet north of the intersection of North Milwaukee Avenue and Itasca Street; thence east along the north city limits and parallel to Itasca Street, a distance of approximately 1,090 feet, to a point thence south along the north city limits and parallel to North Milwaukee Avenue, a distance of approximately 1,940 feet to a point approximately 660 feet north and 1,138 feet east of the intersection of North Milwaukee Avenue and Erskine Street; thence west along a line approximately 660 feet north of the centerline of Erskine Street to the point of beginning.

Voting Precinct No. 138. Beginning at a point approximately 55 feet west of the intersection of the centerlines of Alcove Avenue and 114th Street; thence south along the west city limits, a line approximately 55 feet west of the centerline of Alcove Avenue to a point approximately 55 feet west and 55 feet south of the intersection of the centerlines of Alcove Avenue and 130th Street; thence east long the south city limits, a line approximately 55 feet south of the centerline of 130th Street to a point approximately 55 feet south and 55 feet west of the intersection of the centerlines of Upland Avenue and 130th Street; thence south along the south city limits, a line approximately 55 feet west of the centerline of Upland Avenue to a point that is approximately 660 feet south and 55 feet west of the intersection of the centerlines of Upland Avenue and 130th Street; thence east along the south city limits, a line approximately 660 feet south of the centerline of 130th Street to a point approximately 55 feet east and 660 feet south of the intersection of the centerlines of Milwaukee Avenue and 130th Street; thence north approximately 586 feet along the south city limits and east right-of-way line of Milwaukee Avenue to a point approximately 66 feet east and 82 feet south of the intersection of the centerlines of Milwaukee Avenue and 130th Street; thence east northeast approximately 36 feet, curving around the northwest corner of the Windsor Park Plat to a point approximately 92 feet east and 55 feet south of the intersection of the centerlines of 130th Street and Milwaukee Avenue; thence east approximately 1,135 feet along the south city limits and south right-of-way line of 130th Street to a point approximately 1,180 feet east and 55 feet south of the intersection of the centerlines of Milwaukee Avenue and 130th Street; thence south along the south city limits to a point approximately 1,190 feet east and 660 feet south of the intersection of the centerlines of 130th Street and Milwaukee Avenue; thence east along the south city limits approximately 1,440 feet to a point approximately 2,680 feet west and 660 feet south of the intersection of the centerlines of Frankford Avenue and 130th Street; thence north along the south city limits, a distance of

approximately 605 feet to a point approximately 2,680 feet west and 60 feet south of the intersection of the centerlines of Frankford Avenue and 130th Street; thence east along the south city limits a distance of approximately 1,400 feet to a point approximately 1,283 feet west and 60 feet south of the intersection of the centerlines of Frankford Avenue and 130th Street; thence south along the south city limits a distance of approximately 605 feet to a point approximately 1,283 feet west and 660 feet south of the intersection of the centerlines of Frankford Avenue and 130th Street; thence west along the south city limits a distance of approximately 20 feet to a point approximately 1,303 feet west and 660 feet south of the intersection of the centerlines of Frankford Avenue and 130th Street; thence south along the south city limits a distance of approximately 975 feet to a point approximately 1,303 feet west and 1,640 feet south of the intersection of the centerlines of Frankford Avenue and 130th Street; thence west along the south city limits a distance of approximately 1,355 feet to a point approximately 2,655 feet west and 968 feet north of the intersection of Frankford Avenue and 138th Street; thence south along the south city limits a distance of approximately 3,640 feet to a point on 146th Street, approximately 2,655 feet west of the intersection of County Road 7500 (146th Street) and County Road 1800 (Frankford Avenue; thence east along the south city limits and 146th Street, a distance of approximately 1,660 feet to a point approximately 995 feet west of the intersection of County Road 7500 (146th Street) and County Road 1800 (Frankford Avenue; thence north along the south city limits a distance of approximately 660 feet to a point approximately 660 feet west and 995 feet north of the intersection of County Road 7500 (146th Street) and County Road 1800 (Frankford Avenue); thence east along the south city limits a distance of approximately 330 feet to a point that lies approximately 660 feet west and 660 feet north of the intersection of County Road 7500 (146th Street) and County Road 1800 (Frankford Avenue; thence north along the south city limits approximately 660 feet west and parallel to County Road 1800 (Frankford Avenue), a distance of approximately 960 feet to a point that lies approximately 660 feet west and 1,600 feet north of the intersection of County Road 7500 (146th Street) and County Road 1800 (Frankford Avenue); thence east along the south city limits a distance of approximately 660 feet to a point on Frankford Avenue approximately 1,600 feet north of the intersection of County Road 7500 (146th Street) and County Road 1800 (Frankford Avenue); thence north along the south city limits and Frankford Avenue a distance of approximately 1,705 feet to a point approximately 600 feet north of the intersection of Frankford Avenue and 138th Street; thence west along the south city limits a distance of approximately 660 feet to a point approximately 660 feet west and 600 feet north of the intersection of Frankford Avenue and 138th Street; thence north along the south city limits a distance of approximately 990 feet to a point approximately 660 feet west and 290 feet north of the intersection of County Road 1800 (Frankford Avenue) and 138th Street; thence west along the south city limits a distance of approximately 660 feet to a point on Frankford Avenue (County Road 1800) approximately 290 feet north of the intersection of County Road 1800 (Frankford Avenue) and 138th Street; thence north along the south city limits a distance of approximately 285 feet to a point on Frankford Avenue (County Road 1800) approximately 1,035 feet south of the intersection of Frankford Avenue and 130th Street; thence west along the south city limits a distance of approximately 390 feet to a point approximately 750 feet south and 390 feet west of the

intersection of Frankford Avenue and 130th Street; thence north along the south city limits a distance of approximately 85 feet to a point approximately 665 feet south and 390 feet west of the intersection of Frankford Avenue and 130th Street; thence east along the south city limits a distance of approximately 1,055 feet to a point approximately 660 feet east and 665 feet south of the intersection of Frankford Avenue and 130th Street; thence north along the south city limits a distance of approximately 2,325 feet to a point approximately 605 feet east and 990 feet south of the intersection of Frankford Avenue and 122nd Street; thence west along the south city limits a distance of approximately 605 feet to a point approximately 50 feet east and 990 feet south of the intersection of Frankford Avenue and 122nd Street; thence north along the south city limits and approximately 50 feet east of and parallel to Frankford Avenue a distance of approximately 1,310 feet to a point approximately 50 feet east and 345 feet north of the intersection of Frankford Avenue and 122nd Street; thence west a distance of approximately 50 feet to its intersection with Frankford Avenue; thence north a distance of approximately 2,320 feet to its intersection with 114th Street; thence west along 114th Street to the point of beginning.

Voting Precinct No. 140. Beginning at the intersection of 98th Street and Milwaukee Avenue; thence east along 98th Street to its intersection with Slide Road; thence south along Slide Road to a point that lies approximately 642 feet south of the intersection of Slide Road and 114th Street; thence west along the south city limits a distance of approximately 3,302 feet to a point; thence south along the south city limits a distance of approximately 240 feet to a point approximately 850 feet south and 2,030 feet east of the intersection of Frankford Avenue and 114th Street; thence east along the south city limits a distance of approximately 675 feet to a point, approximately 2,650 feet east and 848 feet south of the intersection of Frankford Avenue and 114th Street; thence south along the south city limits a distance of approximately 1,470 feet to a point, approximately 2,630 feet east and 2,315 feet south of the intersection of Frankford Avenue and 114th Street; thence west along the south city limits a distance of approximately 2,630 feet to its intersection with Frankford Avenue, approximately 2,315 feet south of the intersection of Frankford Avenue and 114th Street; thence north along Frankford Avenue a distance of approximately 2,315 feet to its intersection with 114th Street; thence west along 114th Street approximately 5,285 feet to its intersection with Milwaukee Avenue; thence north along Milwaukee Avenue a distance of approximately 5,348 feet to the point of beginning.

Voting Precinct No. 141. Beginning at the intersection of 82nd Street and Indiana Avenue; thence east along 82nd Street to its intersection with University Avenue; thence south along University Avenue to its intersection with 98th Street; thence west along 98th Street to its intersection with Indiana Avenue; then north along Indiana Avenue to the point of beginning.

Voting Precinct No. 143. Beginning at a point in the north right-of-way line of State Highway 114, for the southeast corner of this tract which bears N 88°11'11" W, a distance of approximately 50 feet and N 01°48'49" E, a distance of approximately 65 feet from the southeast corner of Section 4, Block D-6; thence N 88°11'11" W, along the

north right-of-way line of said State Highway 114, a distance of approximately 1,591 feet to the southwest corner of this tract; thence N 01°48'49" E, a distance of approximately 2,625 feet; thence N 86°33'05" E, a distance of approximately 138 feet; thence N 03°26'55" W, a distance of approximately 150 feet; thence S 86°40'02" W, a distance of approximately 125 feet; thence N 02°53'31" W, a distance of approximately 164 feet to a point of intersection; thence northwesterly along a curve to the left, said curve having a radius of approximately 216 feet, a central angle of 25°54'00", tangent lengths of approximately 50 feet, a chord distance of approximately 97 feet and a chord bearing of N 19°03'02" W, to a point of intersection; thence N 37°52'18" W, a distance of approximately 49 feet; thence N 48°44'32" E, a distance of approximately 2 feet to a point of intersection; thence northwesterly along a curve to the right, said curve having a radius of approximately 25 feet, a central angle of 84°08'29", tangent lengths of approximately 23 feet, a chord distance of approximately 34 feet and a chord bearing of N 01°49'27" W to a point of intersection; thence N 42°23'01" E, a distance of approximately 9 feet; thence N 36°02'17" E, a distance of approximately 4 feet; thence N 41°30'51" E, a distance of approximately 90 feet; thence N 42°11'15" E, a distance of approximately 121 feet to a point of curvature; thence southeasterly along a curve to the right, said curve having a radius of approximately 25 feet, a central angle of 102°34'29", tangent lengths of approximately 31 feet, a chord distance of approximately 39 feet and a chord bearing of S 86°31'30" E to a point of tangency; thence S 35°14'16" E, a distance of approximately 192 feet; thence S 39°02'22" E, a distance of approximately 100 feet; thence S 42°09'23" E, a distance of approximately 171 feet; thence S 39°05'47" E, a distance of approximately 40 feet to a point in the northern boundary of Lots 1-10, Reese Park; thence N 68°42'45" E, along the northern boundary of said lots 1-10, a distance of approximately 46 feet; thence N 10°48'08" E, continuing along the northern boundary of said lots 1-10, a distance of approximately 34 feet; thence N 46°52'17" E, continuing along the northern boundary of said lots 1-10, a distance of approximately 91 feet; thence S 31°59'06" E, along the eastern boundary of said lots 1-10, a distance of approximately 240 feet; thence S 27°07'29" E, continuing along the eastern boundary of said lots 1-10, a distance of approximately 201 feet; thence S 88°15'36" E, a distance of approximately 816 feet to a point approximately 50 feet west of the east line of said Section 4, Block D-6, for the northeast corner of this tract; thence S 01°44'24" W, along a line approximately 50 feet west of and parallel to the west line of said Section 4, Block D-6, a distance of approximately 2,632 feet to the point of beginning

Voting Precinct No. 152. Beginning at the intersection of Erskine Street and North Slide Road; thence south to the intersection of Slide Road and 4th Street; thence east along 4th Street to its intersection with Indiana Avenue; thence north along Indiana Avenue to its intersection with Erskine Street; thence west along Erskine Street to the point of beginning.

Voting Precinct No. 153. Beginning at the intersection of East Erskine Street and North Zenith Avenue; thence south along North Zenith Avenue and Zenith Avenue to its intersection with East 4th Street; thence east along East 4th Street to the east city limits, approximately 155 feet east of the intersection of Olive Avenue and East 4th Street;

thence north along the east city limits to its intersection with the north frontage of Idalou Road; thence west along East Erskine Street to the point of beginning.

Voting Precinct No. 154. Beginning at the intersection of 82nd Street and Milwaukee Avenue; thence south along Milwaukee Avenue to its intersection with 114th Street; thence west along 114th Street to its intersection with Upland Avenue; thence north along Upland Avenue to its intersection with 82nd Street; thence east along 82nd Street to the point of beginning.

(b) The voting precincts set out in this section are hereby divided into six (6) City Council voting districts, with each district to contain the following named voting precincts:

Voting District No. 1: Precinct Nos. 1, 2, 3, 4, 5, 8, 10, 17, 18, 19, 114, and 132.

Voting District No. 2: Precinct Nos. 6, 20, 24, 25, 26, 29, 40, 118, 119, and 153.

Voting District No. 3: Precinct Nos. 13, 14, 15, 16, 21, 22, 23, 27, 28, 49, and 50.

Voting District No. 4: Precinct Nos. 12, 30, 52, 54, 60, 67, 75, 109, 122, 123, 126, 127, and 141.

Voting District No. 5: Precinct Nos. 7, 57, 62, 66, 78, 96, 104, 110, 111, 112, 124, 125, 128, 129, 138, 140, and 154.

Voting District No. 6: Precinct Nos. 9, 47, 53, 58, 59, 63, 72, 76, 92, 113, 131, 135, 143, and 152.

(c) The voting districts, voting precincts and voting places set out in this section are hereby delineated on the map denominated "Lubbock City Council Districts/Voting Precincts/Effective/January 1, 2016/Official Map". A copy of said map is attached and made a part of this section as if fully copied herein in detail. A copy of the original of such map shall be kept in the office of the city secretary and shall be available for public inspection. At each special and general city election, a true copy of said map shall be furnished by the city secretary to each of the presiding judges of the voting precincts for such special or general city election.

SECTION 2. THAT should any paragraph, section, sentence, clause, phrase of 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 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 this _____ day of _____, 2016.

Passed by the City Council on second reading this ____ day of _____, 2016.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APRPOVED AS TO CONTENT:

_____
Rebecca Garza, City Secretary

_____
Sally Abbe
Director, GIS and Data Services

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

Regular City Council Meeting **5. 29.**

Meeting Date: 02/25/2016

Information

Agenda Item

Resolution - City Secretary: Consider a resolution authorizing the Mayor to execute service agreement 12552 with Lin-Cum, Inc. for microfilming and imaging services, RFP 16-12552-DGB.

Item Summary

This contract involves microfilming and imaging services for the organization. Lin-Cum, Inc. is from Arizona and has been serving clients throughout the southwest and western states since 1983. The contract term is for three years, with an option for three additional one year extensions.

Staff recommends contract award to the sole bidder, Lin-Cum, Inc. of Phoenix, AZ, for $20,000 per year.

Fiscal Impact

$80,000 for 4 years (approximately $20,000 per year).

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Resolution - Lin-Cum, Inc.
Contract - Lin-Cum, Inc.

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12552 for microfilming and imaging services, by and between the City of Lubbock and Lin-Cum, Inc., of Phoenix, Arizona, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Rebecca Garza, City Secretary

APPROVED AS TO FORM:

_____
Mitch Satterwhite, First Assistant City Attorney

RES.Contract-Lin-Cum, Inc.
2.10. 2016

Contract 12552

City of Lubbock, TX
Microfilming & Imaging Services
Service Agreement

This Service Agreement (this "Agreement") is entered into as of the **25th** day of **February, 2016** ("Effective Date") by and between **Lin-Cum, Inc.**, (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 16-12552-DGB Microfilming & Imaging Services.

WHEREAS, the proposal submitted by the Contractor has been selected as the proposal which best meets the needs of the City for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide Microfilming & Imaging Services, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – Scope of Work
3. Exhibit B – Proposal
4. Exhibit C – Business Associate Agreement
5. Exhibit D – Insurance

Scope of Work

Contractor shall provide the services that are specified in Exhibit A. The Contractor shall comply with all the applicable requirements set forth in Exhibit B, C and D attached hereto.

Article 1 Services

1.1 The contract shall be for a term of one year, said date of term beginning upon City council date of formal approval. The City and the Contractor may, upon written mutual consent, extend the contract for three additional one year periods.

1.2 The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement, whatsoever, without prior consent of the City.

1.3 Non-appropriation clause. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within thirty (30) days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times,

reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

CITY OF LUBBOCK, TX:

Glen C. Robertson, Mayor

CONTRACTOR:

Contractor's Signature

Printed Name

Title

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Rebecca Garza, City Secretary

APPROVED AS TO FORM:

Mitch Satterwhite, First Assistant City Attorney

City of Lubbock, TX
Microfilming & Imaging Services
RFP 16-12552-DGB

I. STATEMENT OF WORK

This SOW describes the Services requested:

1. **Document Shipping.** Provide transportation to our facility once per month at no charge. CITY OF LUBBOCK agrees to notify VENDOR within 24 hours if the pickup schedule is to be revised.

2. **Document Preparation.** Original documents may require preparation prior to microfilming or scanning. Preparation consists of any procedures necessary to make those documents camera or scanner-ready. VENDOR will provide normal document preparation procedures. This does not include any special handling for fragile, torn or other poor quality pages or books.

3. **Microfilming.** VENDOR will microfilm all documents to 16mm or 35mm film as determined by document size. The microfilm process for 16mm film will be accomplished on equipment in duo mode and have blipping to denote indexing as required by the CITY OF LUBBOCK. Large format 35mm filming will be done on a planetary camera. Microfilm will be jacket and indexed as required by each department.

4. **Microfilm Standards.** VENDOR will meet all Texas State Library and ANSI standards for every microfilm roll and be processed according to Kodak certified processing standards. Images will be accessible by a Minolta MS6000 MKII or Kodak Starvue Reader-Printer.

5. **Microfilm Housing.** VENDOR will place original microfilm on a plastic core spool with a film anchor and place in a cardboard box to be labeled according to City of Lubbock specifications.

6. **Duplication.** VENDOR will produce two diazo duplicate copies of all microfilm in either roll or fiche.

7. **Scanning.** VENDOR will provide document or microfilm scanning services as needed by CITY OF LUBBOCK. Images will be scanned at either 200 or 300 dpi depending on the requirements of CITY OF LUBBOCK.

8. **Microfiche Scanning.** VENDOR equipment will pre-scan fiche in order to map exact coordinates of each image frame on the sheet to facilitate automatic scanning of microfiche.

9. **Indexing.** VENDOR will provide indexing of images scanned from documents or microfilm. The requirements of each indexing field will be determined by CITY OF LUBBOCK and VENDOR will bill at rates per keystroke listed in pricing below.

10. **CDs/DVDs/USB Flash Drives.** VENDOR will provide all images in TIF file format with indexing in an open architecture database format. Each disk or drive will have software allowing the user to search, view and print images and files. Two master copies of each disk or drive will be provided at no additional cost.

11. **Quality Assurance.** VENDOR will provide quality assurance reviews of all images and microfilm. An error rate of 1% or less will be maintained. Any images reprocessed will be at no cost to the CITY OF LUBBOCK.

12. **Destruction.** VENDOR will arrange third party destruction according to NAID standards. CITY OF LUBBOCK agrees to provide a signed letter of destruction after positive confirmation that the images meet the satisfaction of the CITY OF LUBBOCK. This affirmation will be within 60 days of receipt of film or images.

13. **File Request.** VENDOR will provide access to records within Fifteen (15) minutes by fax or email; or, Twenty Four (24) hours for an original document. Each request will be made on a CITY OF LUBBOCK File Return Form to be signed and faxed to VENDOR. VENDOR will note on the City of Lubbock Microfilm Log that a file has been returned prior to completion.

14. **HIPAA.** VENDOR has revised its Security Policies and Procedures to incorporate HIPAA requirements. VENDOR will sign a Business Associate Agreement provided by the CITY OF LUBBOCK.

15. **Term of Contract.** The term of this contract is for one year with the option of three, one year extensions, said date of term beginning upon formal approval. The contract shall remain in effect until the expiration date, performance of services ordered, or termination by either party with a thirty (30) day written notice.

16. **Documents.** Documents to include, but not limited to, CITY OF LUBBOCK's Payroll, Human Resources, City Secretary, Building Inspection, Planning & Zoning, Cemetery and Accounting departments.

17. **Document Sizes.** Document sizes range from 8.5X11 to 24"X36".

18. **Microfilm Images.** Microfilm images from 16mm and 35 mm open spool reels, Jacket 16mm and 35mm film, aperture cards and fiche.

19. **Scanning Requirements.** Documents and film at either 200 or 300 dpi as required by the CITY OF LUBBOCK to provide a good quality image comparable to the original images on documents or film.

20. **Output Specifications.** TIF file format with access database.

21. **Destruction/Return Schedule for Documents.** All documents will be destroyed per the Statement of work unless the CITY OF LUBBOCK asks that they be returned.

22. **VENDOR.** Vendor will deliver quality images from readable source material. A readable source document is defined as any document which, when reproduced on a standard copier or microfilm reader/printer, will produce a copy upon which all characters can be recognized and understood by visual observation.



LIN-CUM, Inc.
LCI

Full-Cycle Conversion Service
Pickup-Conversion-Archiving-Destruction
In-House Products and Services
Since 1983

LCI PROPOSAL
TO
RFP 16-12552-DGB
Microfilming & Imaging Services

PROPOSED PROCEDURES:

Document Pick Up – The Client shall provide the documents ready for pick up in boxes labeled with shipper's contents information and numbered to reflect the desired scanning sequence. All documents will be picked up as required at client's designated location, AZ and will be transported in an enclosed, environmentally-controlled vehicle, to LCI's Phoenix, AZ production facility. Document pick up services will be provided at mutually agreed times, as may be necessary.

Document Receipt and Preparation – Documents shall be received and immediately inventoried to shipping manifest; exceptions or missing items shall be reported to sender immediately. Removing all staples, binders and fasteners from the documents, repairing torn pages, preparing and inserting "Patch" sheets as the first page of each file, placing all pages "face up" and "right-reading", etc., will be performed prior to the scanning procedure by LCI staff

Scanning - The documents will be scanned utilizing high quality KODAK *Digital Science* ™ production class scanners with adaptive thresholding functionality. Adaptive thresholding automatically adjusts scanning contrast levels and increases accuracy of low contrast documents containing handwritten or typed characters of varying line thicknesses. Images de-skew and image border removal will be provided as part of the scanning services. Simplex scanning will be utilized, as all of the pages are single-sided. Although not compatible with many database file formats, all document, microfilm and or digital images shall be scanned at 300 dpi, 8 bit per channel grayscale and saved as uncompressed TIFF and PDF images. 300 DPI scanning has become the de-facto standard for scanning business documents. When captured on high quality scanners and processed with image enhancement software, the images generated are very good quality and relatively small in file size, saving storage costs. Documents shall be OCR'd to provide full-text searchability, as requested.

Document Indexing - The first page of each document will be indexed to include two fields, such as Board Minutes and Date/Month. A catalog index will be provided per para. 29.2.3.

Image and Index Formats - The images will be delivered in multi-page.PDF and TIFF format, as prescribed above.

Quality Control - Each scanned image will be visually inspected for image quality and scanning accuracy during the scanning process and again during a post-scanning quality assurance procedure. Indexing and indexing quality control will be performed during a second and separate post-scanning process.

Digital Generation - Writable DVD's will be provided for image and index delivery, import to your imaging system and backup. Document images (up to 60,000 images and their associated indexes (text file) will be recorded to DVD's or portable external drives. All portable drives/DVD's will be appropriately labeled.

Archival Microfilming - The scanned images generated from the case files will be written to archival quality microfilm rolls utilizing the KODAK *Digital Science* ™ Document Archive Writer. The documents will be captured at your preference of 40X or 50 X reductions. Up to 7,000

document images can be recorded, at 24-50X reduction, as specified in subject RFP. Virtually perfect microfilm is guaranteed because the film is generated after image and index quality control. Our microfilm meets all ANSII Standards, as well as the standards established by the State of Arizona Secretary of State's Department of Library, Archives and Public Records; Texas State Library; and our other neighboring States' Archiving Standards. Full compliance is Quality-Assured in our Kodak/EastmanPark-certified and monitored QC lab.

Microfilm and Electronic Files on Discs Return - All images and indexes on DVD's and microfilm rolls will be returned to client's designated location, at mutually agreed times.

Document Storage During Conversion - The documents will be stored in a dedicated secure area of LCI's production facility during the conversion and after scanning of the documents, while awaiting return to client's designated location client's designated location. Only LCI employees involved in the project who have a legitimate need to handle the documents will have access to the area. In addition, all areas of our facility are protected by security cameras and alarms for both access security and fire. LCI can provide storage services for up to 3,000 boxes of the files during the conversion process.

Document Retrievals - Document retrievals will be provided by LCI during the imaging conversion. Client personnel shall contact us via FAX, email or telephone with the requested document identification. LCI staff will pull the requested files from the boxes, scan them, (if not already scanned) and send them to the requester facility via facsimile or email transmission, common carrier of your choice, or deliver them via LCI Truck. Document retrieval services will be provided between the hours of 8:00 AM to 5:00 PM, Monday through Fridays, excluding holidays.

Optional Document Destruction - Document destruction by "shred, recycle, and Certified Destroyed" for all documents not returned to specified designation, shall be provided after conversion and written authorization from Client's designee. LCI will hold the documents in secure storage for up to 90 days while awaiting authorization to destroy, or return to sender if so directed. Our controlled document destruction service includes our Certificate of Destruction for all documents destroyed, of The Client's form choice.

Lin-Cum, Inc. is uniquely qualified to meet your project requirements in that we have more than enough resources to meet your turn around and quality performance requirements, are very familiar with your document types, system flow and specialize in capture for electronic and microfilm based automated document retrieval systems.

We can provide document storage for up to 3,000 boxes of the case files during the conversion process. This would free up valuable space at your storage facility while providing access to the files via our document retrieval services.

We look forward to working with you and your staff. Feel free to contact us if we can be of further assistance, or if you have any questions.

BENEFITS OF DOCUMENT IMAGING SYSTEMS

With LCI's implementation of the Document Imaging Conversion Services, our clients immediately see the following benefits:

Improved Records Management

- Provide rapid access to information for inquiries and audits
- Reduce cost and manpower associated with record purges
- Comply with record retention and compliance requirements

Access, Analyze and Control Information

- Instant access to millions of on-line electronic images at the user desktop
- Ability to rapidly analyze source documents and respond to inquiries
- Increased ability to control dissemination and access to important information

Reduced Cost of Records Storage and Archival Storage

- CD's minimize cost of information storage while achieving desired benefits from document processing automation
- Reduces space requirements for records storage
- Allows storage space to be used in support of other vital activities
- Eliminates recurring costs of microfilm or microfiche

Improves Data Security

- Improves access control to information
- Provides electronic backup capabilities for essential information
- Provides effective disaster recovery for vital information
- CD's ensure secure, permanent storage of information
- Protects sensitive information through removable disks

Preserves Capital Investment

- Provides solution to protect prior investments in PC hardware and LAN
- Supports *open systems* architecture for compatibility with other technologies
- Complies with industry communications standards for support of remote facilities
- Provides flexibility and power to meet future needs and growth

Increased Personnel Productivity

- Save time and personnel costs associated with paper filing, processing, and management
- Provide simultaneous access to records by multiple users and departments to minimize processing delays
- Supports *open systems* architecture for compatibility with other technologies
- Complies with industry communications standards for support of remote facilities
- Provides flexibility and power to meet future needs and growth

Document Capture Process Overview

- LCI Document Capture and Indexing Systems can process the Document Capture and Index Functions for your Imaging System. It is a single application that is composed of several separate modules that run on multiple workstations on a LAN. This architecture provides the functionality and scalability to manage large volume projects for our clients. The diagram below shows a typical batch processing system with the LCI Capture System.

Document Capture Procedures

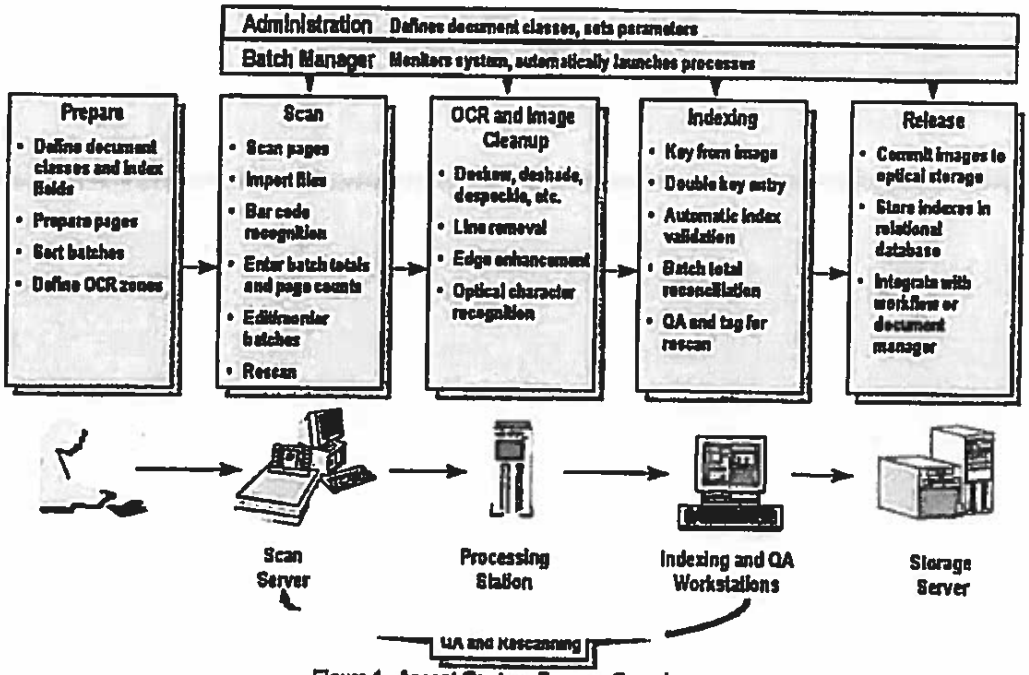


Figure 1. Ascent Capture Process Overview

Scanning/Importing

The Scan module is used to create batches, scan and import documents, process barcodes and patch codes, and edit the contents of batches. The basic scan and import operations include:

- *Batch preparation.* Before scanning, an operator manually prepares a batch of paper documents, adds document separator sheets if required, counts the number of pages in the batch, and loads the batch into the scanner input tray.

- *Batch creation.* The operator at the scan workstation creates the batch by entering the appropriate information into the system, including the batch name, document class, and various page counts used for error checking. The page counts are used to detect when an incorrect

- number of pages are scanned and, if document separators are not used, to define the beginning and end of each document in the batch.

The Scan module displays the scanned and/or imported images in the view window, maintains and displays the document and page counts, and stores the images in a temporary working directory. The Scan module also processes any bar codes and patch codes on the scanned images. Bar codes are used to automatically fill in index fields associated with the document. Patch codes are used on document separator sheets to indicate the beginning of a document.

Optical Character Recognition (OCR)
OCR can speed indexing by using it to read zones on the document and automatically convert them into indexes. After the zones have been OCR'd, the data could be sent to be verified against an existing database, an indexing station for verification or can be sent straight to the release station.

Image Cleanup

Image cleanup techniques can make images more readable and increase OCR accuracy. The most effective ones are:

- *Deskewing* straightens pages that have been scanned slightly crooked due to mechanical tolerances in the scanner's document feeder. Deskewing can increase the accuracy of OCR by 5-10% and make the difference between using expensive manual indexing and automated OCR indexing.

- *Deshading* allows you to OCR zones that are otherwise unreadable against gray shaded backgrounds.

- *Despeckling and streak removal* techniques remove small speckles and streaks caused by dirt in the scanner feeder or noise in the scanner CCD's.

- *Line removal* erases the lines on the image and then reconstructs the characters so they can be recognized. On typewritten forms, words may be typed across the lines on the form, which makes them unreadable to OCR.

- *Edge Enhancement* is a multiple set of filters that sharpens the edges of characters with results that are usually invisible to the eye, but can increase the accuracy of OCR by as much as 5-10%.

Index/Index Verify

The index data is the key to retrieving the document, however, indexing is the most critical and labor intensive step in the document capture process. Several methods to reduce operator errors and speed the indexing process are:

- *Bar Code Recognition* is a highly reliable method for indexing documents.
- *OCR Zone Indexing* can be utilized to fill index fields allowing index operators to simply check the accuracy of the OCR field rather than manually typing the required data on the indexing form.

- *Custom Validation Scripts* to fill fields on the indexing form with default values. Validation scripts can be used to verify an index field against the database, and to detect both manual and OCR indexing errors.
- *Index Verification* can be specified for fields in which 100% accuracy is essential. After a batch of documents has been indexed, the batch is then routed to an index operator, who enters the indexes a second time. Any indexes that do not match are flagged as errors and must be rekeyed.

Image Quality Control

Each image is inspected for quality and scanning accuracy in the Quality Assurance Module.

- *Replace Page* is used when the quality assurance operator flags an image for rescan.
- *Insert Page* is used to add a page image in a specific location of an existing document in a batch.
- *Delete Page* is used to delete a page image from a specific location of an existing document in a batch.

Technical Support

As detailed above under **Document Retrieval**, Document retrievals will be provided by LCI while the documents are in its possession. Client personnel shall contact us via email, FAX, or phone, with the requested document identification. LCI staff will pull the requested files, scan them, (if not already scanned) and send them to the requester facility via secured FTP or email transmission, common carrier of your choice, or deliver them via LCI vehicle. Document retrieval services will be provided between the hours of 8:00 AM to 5:00 PM, Monday through Fridays, excluding holidays.

COMPANY PROFILE

LCI provided safe and secured facilities for intake, processing, and quality assurance. The company's services included microfilming, archival film processing and quality controls resulting in archival certification of the silver halide microfilm for up to 500+ year archivability. The highest quality available is assured in the company's Kodak (now Eastman-Park)-certified and monitored lab, including EastmanPark film restoration services.

As stated above, our entire staff is highly trained and cross-trained throughout our operation, to provide the flexibility needed to meet all the demands of our increasing number of clients. LCI has two large vaults in which we store the original microfilm, as well as backup of all electronic records we process for our clients.

LCI grew rapidly as a leading user and reseller of Canon and Kodak micrographics, migrating into document imaging as a leading reseller of Canon document scanners and digitizers. Arizona Imaging Systems, (AIS) which merged with LCI in 2007, brought with it



LIN-CUM, Inc.
LCI

Full-Cycle Conversion Service
Pickup-Conversion-Archiving-Destruction
In-House Products and Services
Since 1983

the largest Kodak reseller in Arizona. LCI then became a leading user and reseller of both Canon and Kodak, and is the Arizona Kodak-certified and monitored operation for microfilm processing and film-restoration services.

LCI sells and supports workstations, including scanners – from award-winning Canon and Kodak portable "take it with you" color document scanners to production and network document scanners; and ST ViewScan microfilm/microfiche scanners (for B/W and Color image processing). We support your storage needs, with FireKing standard and fire-safe media storage cabinets, as well as off-site vault storage for disaster recovery.



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EXHIBIT B
INVESTMENT SCHEDULE
Revised 12/30/15
per discussion with Thomas Harris, Deputy City Manager

APPLICATIONS:

Various documents from several departments; stored in basement of City Hall; (Q & A reported est. 87,229 images/pages, from 8 ½" x 11" to 24"x26"; ASSUMING 75%/25% split, as exemplary; not specific to paper doc's., electronic or microfilmed images in total)

Microfilm, microfiche, digital, or paper documents records shall be scanned and indexed to portable discs, DVD or FlashDrive; or archived TO microfilm, for permanency/preservation. ~~cannot complete until we know how many rolls/microfiche there are to be converted, of 16mm and 35mm~~.

Specific volumes unknown at this time.

Procedure	Unit Price	Extended TBD
Shipment of boxed record, documents ranging from 8 ½ x11 to 24"x26", to LCI; specified per lb.(est. 35 lb. per 16"x12"x12" storage box; ~~est. 3,000 pgs./box); est.29 boxes~~	~~50.00~~ $1.45/lb.	~~1,450.00~~
Document/Media Intake and Queuing; document prep.;	Incl.	0
Document/Media Preparation; per hour; est.1 hr. per 1200 pgs.	$16.25	~~1181.23~~
Document Scanning-Standard Size, incl. OCR-enabling and indexing, per document	.062	~~4,056.15~~
Document Scanning-ledger-size, incl. OCR-enabling and indexing	.35	~~7,632.54~~
Document Scanning; eng'g. drawings, maps, aerials- all sizes; per sh.	1.10	
Digital record downloading to microfilm	.04	
Microfilm scanning, 16mm images to TIF, PDF, or other std.	.05	
Microfilm scanning, 35mm images to TIF, PDF, or other std.	.255	
Microfiche scanning; 16mm images	.098	
Indexing; 2 fields incl.	Incl.	
Compiling and recording to EHD (External Hard Drive) or DVD (2+1)	$35.00	~~105.00~~
Produce and label duplicate disc	25.00	~~75.00~~
Archive to 16mm/35mm microfilm; 215'/100' rolls	.04/.35	~~2,616.87~~ ~~7,632.54~~
Duplicate microfilm rolls; 16mm 100/215' roll; boxed, titled and indexed	28.00/ 39.00	
Duplicate microfiche; ea.; titled and indexed	.30	
Subtotal		~~24,749.33~~
Sales tax; (8.3%)		
Total		

* Per Addendum #1

Turnaround will be one week.

8



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Since 1983

~~**Microfilm records to be scanned and indexed to portable discs; cannot complete until we know how many rolls/microfiche there are to be converted, of 16mm and 35mm.**~~

~~Procedure~~	~~Unit Price~~	~~Extended~~
~~Shipment of microfilm rolls; quantity unknown; 16mm, 35mm, and microfiche;~~		
~~Microfilm to be received and inspection; defects to be reported~~	~~Incl.~~	
~~Microfilm Preparation; repair as required for scanning~~	~~$16.25~~	
~~Film Scanning 35mm; OCR'ed and converted to PDF multipage files~~	~~.35~~	
~~Film Scanning 16mm; OCR'ed and converted to PDF multipage files~~	~~.052.~~	
~~Compiling and recording to EHD (External Hard Drive) or DVD~~	~~$35.00~~	
~~Produce and label duplicate disc~~	~~25.00~~	
~~Subtotal~~		
~~Sales tax; (8.3%)~~		
~~Total~~		

Note: All pricing quoted will be retained for a minimum of 90 days after contract approval. Assuming continuation throughout the contract year, of the same type and format of documents and media to be digitized, these prices will be assured for one year from date of contract approval.

Turnaround will be one week.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement"), effective February 25, 2016 is entered into by and between the City of Lubbock ("City" or "Covered Entity") and Lin-Cum, Inc. (the "Business Associate"), (each a "Party" and collectively the "Parties").

Business Associate is a provider of document microfilming and imaging services (the "Services"), and the Covered Entity is a political subdivision of the State of Texas. The Parties have an agreement (the "Master Agreement") under which the Business Associate regularly uses and/or discloses Protected Health Information in its performance of the Services described. Both Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). This Agreement sets forth the terms and conditions, pursuant to which the Protected Health Information, that is provided, created, or received by the Business Associate, from or on behalf of the Covered Entity, will be handled between the Business Associate and the Covered Entity, and further with third parties during the term of the Master Agreement and after its termination. The Parties agree as follows:

Covered Entity will make available to Business Associate certain information (e.g., medical records, patient information that is confidential and must be afforded special treatment and protection) in connection with Services provided by Business Associate to Covered Entity pursuant to the Master Agreement.

Business Associate will have access to and/or receive from Covered Entity certain information that can be used or disclosed only in accordance with this Agreement, the Master Agreement and the Department of Health and Human Service Privacy Regulations.

Covered Entity and Business Associate agree as follows:

1. Business Associate shall not use or disclose Protected Health Information except as provided in this Agreement, the Master Agreement or required by law.

   A) The City of Lubbock agrees to provide Business Associate with a list of employees who are authorized to request retrieval of government documents. The City of Lubbock will be responsible for ensuring the fax machine is in a secured area for the receipt of confidential information.

   B) The City of Lubbock will fax to Business Associate a written, signed, and dated release of information request to Business Associate at: (xxx)xxx-xxxx. Business Associate will verify the name of the requestor and the incoming fax number prior to retrieving the requested document(s). Business Associate will verbally contact the original requestor prior to faxing or physically returning the documents and confirm request, verify documents, fax number and/or ship to address.

   C) Business Associate will return requested documents per City of Lubbock instructions. Fax requested returns will be to the authorized requestor's attention at (806)775-3983. Physical return of documents will be to the authorized requestor's attention at: The City of Lubbock, 1625 13th Street, Room 206, Lubbock, TX 79401

D) Business Associate will document method of return and original written authorization of release. Business Associate will maintain all release information for a period of six (6) years.

2. Business Associate shall implement and maintain appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided herein.

3. Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information in violation of this Agreement or the Master Agreement in which Business Associate becomes aware.

4. Business Associate agrees that anytime information is provided to or made available to any subcontractors or agents, Business Associate shall enter into a subcontract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of information as contained in this Contract.

5. Business Associate shall make Protected Health Information available through and upon written request of the Covered Entity, to the individual subjects of such information.

6. Business Associate shall incorporate into this Agreement any amendments or corrections to Protected Health Information when notified by Covered Entity.

7. Business Associate shall provide for an accounting of uses and disclosures of Protected Health Information as requested by Covered Entity.

8. Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the Department of Health and Human Services (HHS) as necessary for purposes of determining Covered Entity's compliance with the HIPAA Privacy Rule.

9. At termination of this Agreement Business Associate agrees to return or destroy all information received from, or created or received by Business Associate on behalf of Covered Entity. Business Associate agrees not to retain any copies of the information after termination of this contract. If return or destruction of the information is not feasible, Business Associate agrees to extend the protections of this Agreement for as long as necessary to protect the information after the termination of this Contract.

10. Covered Entity may terminate this agreement if it determines that Business Associate has violated a material term of this agreement after first providing written notice of such breach to Business Associate. Business Associate will then have seventy-two (72) hours to rectify said breach and notify Covered Entity of the resolution.

11. If termination of the contract is not feasible, then Covered Entity must report this violation to the Secretary of HHS.

12. The information shall be and remain the property of Covered Entity. Business Associate agrees that it acquires no title or rights to the information, including any de-identified information, as a result of this Contract.

In witness whereof, Business Associate and City have caused this Contract to be signed and delivered by their duly authorized representatives, as of the date set forth above.

Lin-Cum, Inc.
By: _____
Print Name: _____
Title: _____

The City of Lubbock
By: _____
Print Name: _____
Title: _____

City of Lubbock, TX
RFP 16-12552-DGB
III. Insurance

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

TYPE OF INSURANCE		COMBINED SINGLE LIMIT	
GENERAL LIABILITY			
☒ Commercial General Liability		General Aggregate	$1,000,000
☐ Claims Made	☒ Occurrence	Products-Comp/Op AGG	X
☐ W/Heavy Equipment		Personal & Adv. Injury	X
☐ To Include Products of Complete Operation Endorsements		Contractual Liability	X
		Fire Damage (Any one Fire)	____
		Med Exp (Any one Person)	____
PROFESSIONAL LIABILITY			
☒ _____		General Aggregate	$1,000,000
AUTOMOTIVE LIABILITY			
☒ Any Auto	☐ All Owned Autos		
☐ Scheduled Autos	☐ Hired Autos		
☐ Non-Owned Autos		Aggregate	$1,000,000
EXCESS LIABILITY			
☐ Umbrella Form		Each Occurrence	____
		Aggregate	____
GARAGE LIABILITY			
☐ Any Auto		Auto Only - Each Accident	____
☐ _____		Other than Auto Only:	
		Each Accident	
		Aggregate	____
☐ BUILDER'S RISK	☐ 100% of the Total Contract Price		
☐ INSTALLATION FLOATER	☐ 100% of the Total Material Costs		
☐ CARGO			____
☐ WORKERS COMPENSATION – STATUTORY AMOUNTS			
OR			
OCCUPATIONAL MEDICAL AND DISABILITY			
☒ EMPLOYERS' LIABILITY			$500,000

OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED

☒ *City of Lubbock named as additional insured on Auto/General Liability on a primary and non-contributory basis*
☒ *To include products of completed operations endorsement.*
☒ *Waiver of subrogation in favor of the City of Lubbock on all coverages, except* _____

IMPORTANT: POLICY ENDORSEMENTS

The Contractor will provide copies of the policies without expense, to the City and **all endorsements** thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. Any costs will be paid by the Contractor.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insured, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

f. **All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied.**

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
1625 13th Street, Room L04
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

Regular City Council Meeting **6. 1.**

Meeting Date: 02/25/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for an amendment to the Zoning Code, Chapter 40 of the City of Lubbock Code of Ordinances, by adding a definition of a body piercing studio in Section 40.01.003; including a body piercing studio as a permitted use in zoning districts C-4 and IHC and as a conditional use in zoning districts C-2, C-3, and CB-2, and consider an ordinance.

Item Summary

A previous administrative decision has allowed tattoo studios and body piercing studios in C-4 and IHC for many years. This in turn allowed these businesses to carry over into heavier use districts such as M-1, M-2, IHI, and IDP. As this administrative decision was not codified, it has caused some minor issues with enforcement abilities.

Based on this long standing administrative decision, staff and the Planning and Zoning Commission recommended a code amendment to match; allowing tattoo and body piercing studios in the C-4 and IHC districts as a permitted use. Additionally, the CB-3 and CB-4 districts pick up all uses allowed in the IHC district currently, so the addition of these businesses will also be included.
Looking further the intensity, traffic, and impact of tattoo and body piercing studios as a land use and to adjacent properties, these shops could be compared to barber shops and nail salons. The amount of customer traffic is similar, as well as the size of the businesses. Keeping this in mind, staff is also recommending tattoo studios and body piercing studios be allowed as a conditional use in C-2, C-3, and CB-2 zoning districts. A conditional use in the zoning code requires the Zoning Board of Adjustment (ZBA) to approve each business on a case by case basis. This process includes the standard public hearing, adjacent property owner notices, and review by the ZBA prior to approval. This will allow these types of businesses to spread out around the community rather than be concentrated in one area of town.

Under the Environmental Health rules, permanent makeup providers require the same permit as a tattoo studio. With that in mind, a beauty salon offering permanent makeup should be treated as a tattoo studio and therefore would require either approval of a conditional use, or a heavier zoning district than a salon without the permanent makeup.

These definitions are in the Code of Ordinances in Chapter 8 for the tattoo and body piercing permits. Staff recommends copying these definitions for consistency in the Code of Ordinances.

Body piercing studio. A permanent, nondwelling building or portion of a building, designated by a permit holder and located in accordance with applicable local zoning codes where body piercing is performed, completely separate from living quarters.

Tattoo studio. A permanent, nondwelling building or portion of a building, designated by a permit holder and located in accordance with applicable local zoning codes where tattooing or permanent cosmetic application is performed, completely separate from living quarters.

Recommendations:

On January 7, 2016, the Planning and Zoning Commission recommended the amendment to the Zoning Code with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Body Piercing Studio

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 40, "ZONING," OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS BY ADDING A DEFINITION OF A BODY PIERCING STUDIO IN SECTION 40.01.003; INCLUDING A BODY PIERCING STUDIO AS A PERMITTED USE IN ZONING DISTRICTS C-4 AND IHC BY AMENDING SECTIONS 40.03.2233 AND 40.03.2843, RESPECTIVELY; INCLUDING A BODY PIERCING STUDIO AS A CONDITIONAL USE IN ZONING DISTRICTS C-2, C-3, AND CB-2 BY AMENDING SECTIONS 40.03.1514, 40.03.1634, AND 40.03.1874, RESPECTIVELY; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the Planning & Zoning Commission of the City of Lubbock, Texas, in its meeting on January 7, 2016, unanimously found that it is in the best interest of the citizens of the City of Lubbock to codify body piercing studios as a permitted use in zoning districts C-4 and IHC and as a conditional use in zoning districts C-2, C-3, and CB-2; and

WHEREAS, the Planning & Zoning Commission of the City of Lubbock, Texas recommends that the City Council of the City of Lubbock, Texas amend Chapter 40 of the Code of Ordinances of the City of Lubbock to account for the Commission's approved codification; 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 amend Chapter 40 of the Code of Ordinances of the City of Lubbock to include body piercing studios as a permitted use in zoning districts C-4 and IHC, and as a conditional use in zoning districts C-2, C-3, and CB-2; **NOW THEREFORE,**

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

SECTION 1. THAT Section 40.01.003 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

(25a) *Body piercing studio*. A permanent, nondwelling building or portion of a building, designated by a permit holder and located in accordance with applicable local zoning codes where body piercing is performed, completely separated from living quarters; and being subject to all provisions of Article 8.10 of this Code.

SECTION 2. THAT Section 40.03.2233 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

(11a) Body piercing studio.

SECTION 3. THAT Section 40.03.2843 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

(11a) Body piercing studio.

SECTION 4. THAT Section 40.03.1514 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

(1a) Body piercing studio.

SECTION 5. THAT Section 40.03.1634 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

(1a) Body piercing studio.

SECTION 6. THAT Section 40.03.1874 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

(1a) Body piercing studio.

SECTION 7. 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 8. 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 9. 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 10. THAT this Ordinance shall become effective, except as may otherwise be provided herein, from and after its publication as provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2016.

Passed by the City Council on second reading this _____ day of _____, 2016.

_____

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



Justin Pruitt, Assistant City Attorney

Regular City Council Meeting **6. 2.**

Meeting Date: 02/25/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for an amendment to the Zoning Code, Chapter 40 of the City of Lubbock Code of Ordinances, by adding a definition of a tattoo studio in Section 40.01.003; including a tattoo studio as a permitted use in zoning districts C-4 and IHC and as a conditional use in zoning districts C-2, C-3, and CB-2, and consider an ordinance.

Item Summary

A previous administrative decision has allowed tattoo studios and body piercing studios in C-4 and IHC for many years. This in turn allowed these businesses to carry over into heavier use districts such as M-1, M-2, IHI, and IDP. As this administrative decision was not codified, it has caused some minor issues with enforcement abilities.

Based on this long standing administrative decision, staff and the Planning and Zoning Commission recommended a code amendment to match; allowing tattoo and body piercing studios in the C-4 and IHC districts as a permitted use. Additionally, the CB-3 and CB-4 districts pick up all uses allowed in the IHC district currently, so the addition of these businesses will also be included.

Looking further the intensity, traffic, and impact of tattoo and body piercing studios as a land use and to adjacent properties, these shops could be compared to barber shops and nail salons. The amount of customer traffic is similar, as well as the size of the businesses. Keeping this in mind, staff is also recommending tattoo studios and body piercing studios be allowed as a conditional use in C-2, C-3, and CB-2 zoning districts. A conditional use in the zoning code requires the Zoning Board of Adjustment (ZBA) to approve each business on a case by case basis. This process includes the standard public hearing, adjacent property owner notices, and review by the ZBA prior to approval. This will allow these types of businesses to spread out around the community rather than be concentrated in one area of town.

Under the Environmental Health rules, permanent makeup providers require the same permit as a tattoo studio. With that in mind, a beauty salon offering permanent makeup should be treated as a tattoo studio and therefore would require either approval of a conditional use, or a heavier zoning district than a salon without the permanent makeup.

These definitions are in the Code of Ordinances in Chapter 8 for the tattoo and body piercing permits. Staff recommends copying these definitions for consistency in the Code of Ordinances.

Body piercing studio. A permanent, nondwelling building or portion of a building, designated by a permit holder and located in accordance with applicable local zoning codes where body piercing is performed, completely separate from living quarters.

Tattoo studio. A permanent, nondwelling building or portion of a building, designated by a permit holder and located in accordance with applicable local zoning codes where tattooing or permanent cosmetic application is performed, completely separate from living quarters.

Recommendations:

On January 7, 2016, the Planning and Zoning Commission recommended the amendment to the Zoning Code with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Tattoo Studio

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 40, "ZONING," OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS BY ADDING A DEFINITION OF A TATTOO STUDIO IN SECTION 40.01.003; INCLUDING A TATTOO STUDIO AS A PERMITTED USE IN ZONING DISTRICTS C-4 AND IHC BY AMENDING SECTIONS 40.03.2233 AND 40.03.2843, RESPECTIVELY; INCLUDING A TATTOO STUDIO AS A CONDITIONAL USE IN ZONING DISTRICTS C-2, C-3, AND CB-2 BY AMENDING SECTIONS 40.03.1514, 40.03.1634, AND 40.03.1874, RESPECTIVELY; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the Planning & Zoning Commission of the City of Lubbock, Texas, in its meeting on January 7, 2016, unanimously found that it is in the best interest of the citizens of the City of Lubbock to codify tattoo studios as a permitted use in zoning districts C-4 and IHC and as a conditional use in zoning districts C-2, C-3, and CB-2; and

WHEREAS, the Planning & Zoning Commission of the City of Lubbock, Texas recommends that the City Council of the City of Lubbock, Texas amend Chapter 40 of the Code of Ordinances of the City of Lubbock to account for the Commission's approved codification; 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 amend Chapter 40 of the Code of Ordinances of the City of Lubbock to include tattoo studios as a permitted use in zoning districts C-4 and IHC, and as a conditional use in zoning districts C-2, C-3, and CB-2; **NOW THEREFORE,**

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

SECTION 1. THAT Section 40.01.003 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

(182a) *Tattoo studio*. A permanent, nondwelling building or portion of a building, designated by a permit holder and located in accordance with applicable local zoning codes where tattooing or permanent cosmetic application is performed, completely separated from living quarters; and being subject to all provisions of Article 8.10 of this Code.

SECTION 2. THAT Section 40.03.2233 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

(61a) Tattoo studio.

SECTION 3. THAT Section 40.03.2843 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

(60a) Tattoo studio.

SECTION 4. THAT Section 40.03.1514 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

(21) Tattoo studio.

SECTION 5. THAT Section 40.03.1634 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

(8a) Tattoo studio.

SECTION 6. THAT Section 40.03.1874 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

(6) Tattoo studio.

SECTION 7. 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 8. 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 9. 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 10. THAT this Ordinance shall become effective, except as may otherwise be provided herein, from and after its publication as provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2016.

Passed by the City Council on second reading this _____ day of _____, 2016.

_____

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



Justin Pruitt, Assistant City Attorney

Regular City Council Meeting **6. 3.**

Meeting Date: 02/25/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3276, a request of Zac Garth, for the Worship Center Church, for a zoning change from T to A-2 limited to church and church related uses on Tract A, Worship Center 1 Addition, 12709 Indiana Avenue, and consider an ordinance.

Item Summary

General comments:
The request is for a zone change from T to A-2 limited to a church and church related uses on 1.5 acres of platted land. There is currently an existing church on the property. Zoning the land for the current non-conforming church, would allow expansion within the A-2 zoning district. By doing this, it allows the church to construct additions or perform alterations to the building without being required to go before the Zoning Board of Adjustment on a case by case scenario every time a change is proposed.

Adjacent land uses:
North - zoned T (Transitional);
South - zoned C-3;
East - zoned T (Transitional); and
West - zoned T (Transitional).

There is a storage facility to the north, while the remaining adjacent properties appear to be vacant.

Comprehensive Land Use Plan (CLUP):
The request is for the A-2 zoning district, which is a considered a buffer district and along a thoroughfare is consistent with the CLUP.

Zoning Policy:
The request is consistent with zoning policies.

Effect on the adjacent street and thoroughfare system:
There should be little to no impact on the thoroughfare system.

Recommendations:

Staff recommends the request for approval with the following conditions:
1. That the uses on the property be limited to a church and church related uses.

On February 4, 2016, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following conditions:
1. That the uses on the property be limited to a church and church related uses.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance 3276
Zone Case Map - 3276

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. 3276;** A ZONING CHANGE FROM **T** TO **A-2** ZONING DISTRICT **LIMITED TO CHURCH AND CHURCH RELATED USES,** ON **TRACT 1, WORSHIP CENTER 1 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. 3276

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **A-2** zoning district **limited to church and church related uses** on **Tract A, Worship Center 1 Addition,** City of Lubbock, Lubbock County, Texas, located at **12709 Indiana Avenue.**

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars

($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

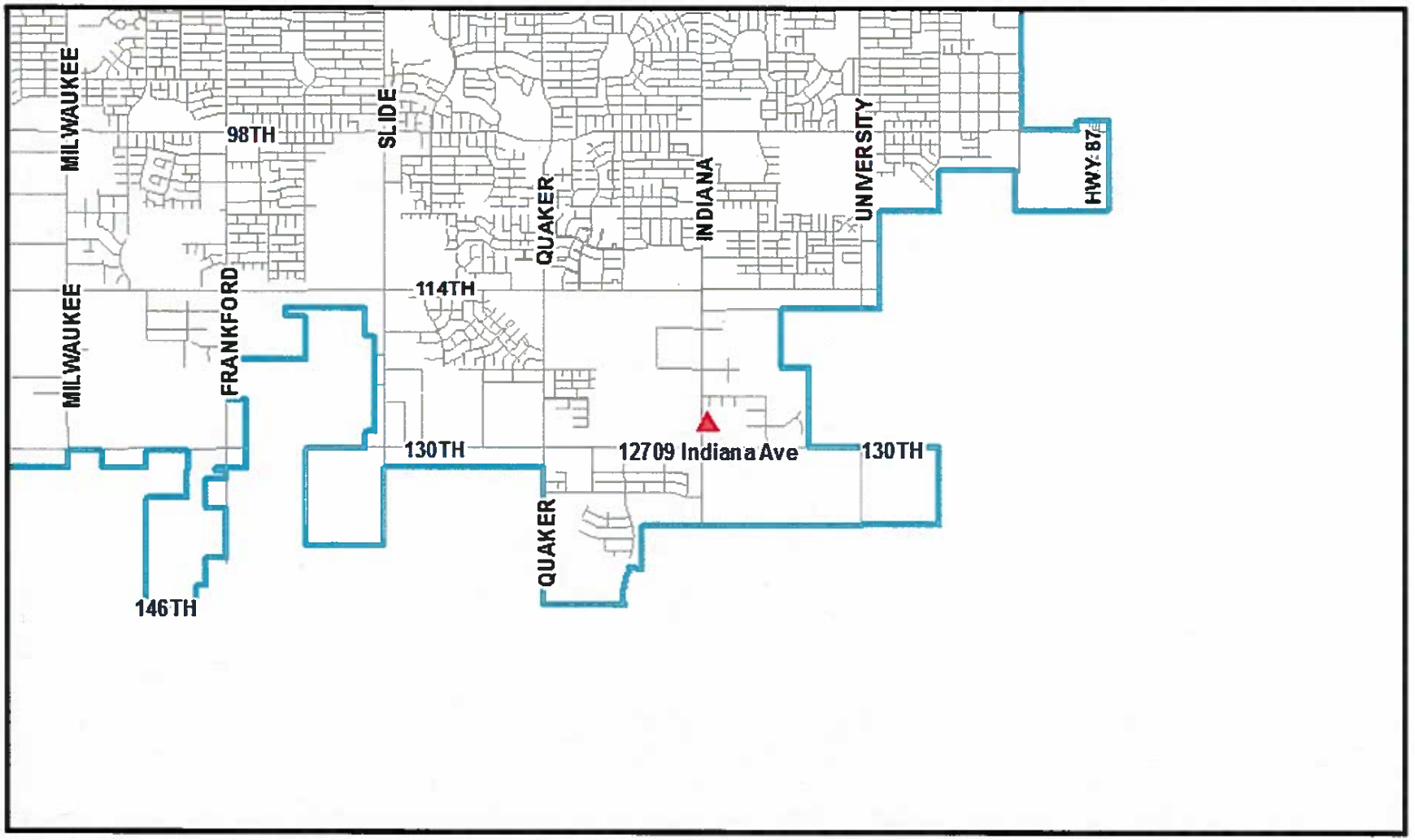
APPROVED AS TO CONTENT:

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Andrew Paxton, Director of Planning

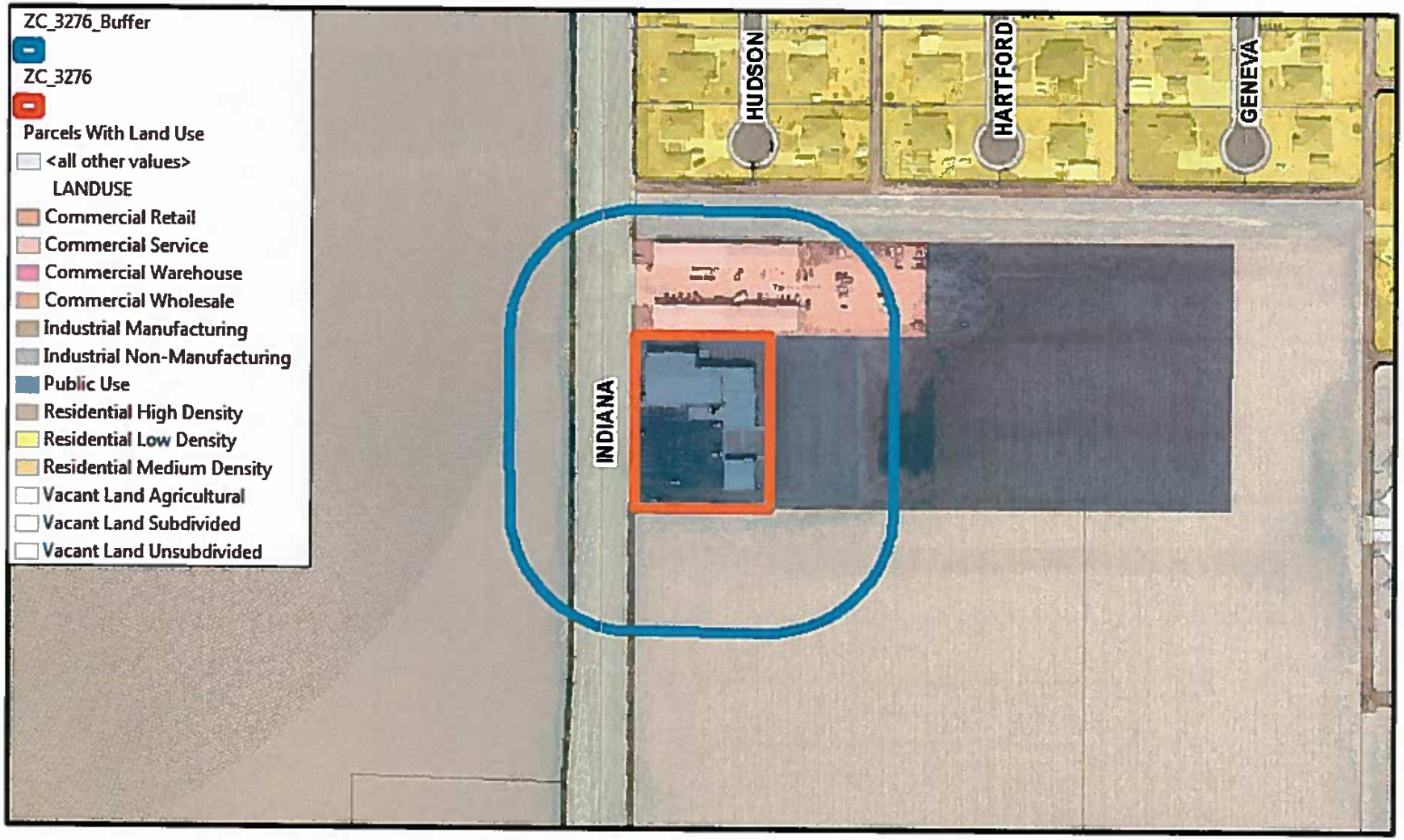
APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3276
February 4, 2016

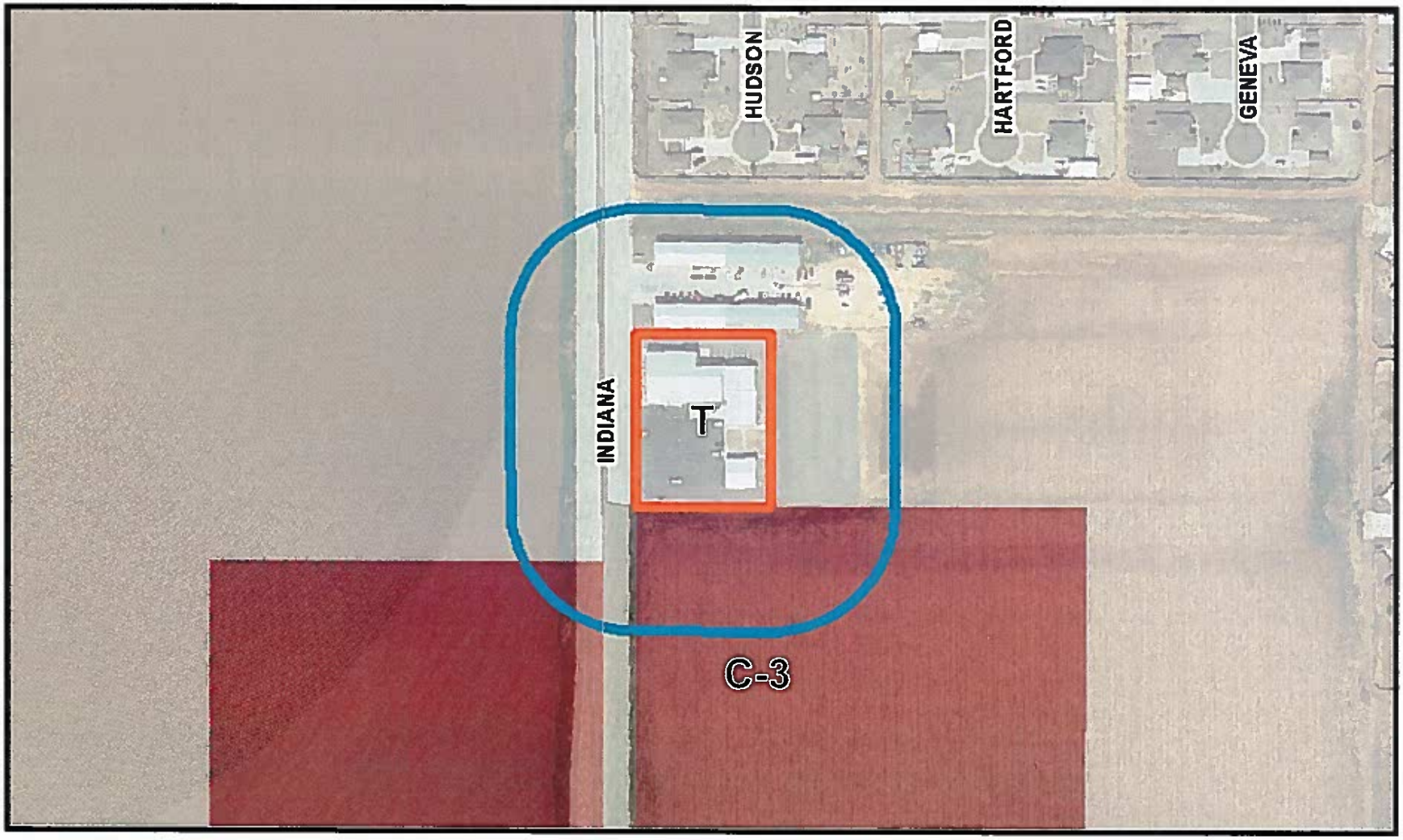


P.Z.C. Case 3276



P.Z.C. Case 3276

Request of Zac Garth (for the Worship Center Church) for a zoning change from T to A-2 limited to church and church related uses, 12709 Indiana Avenue



P.Z.C. Case 3276 Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) ZAC GARTH
2315 50TH STREET STE. A
Street/Post Office Box
LUBBOCK TX 79412
City State Zip
(806) 702-8969
Telephone

For THE WORSHIP CENTER CHURCH
12701 INDIANA AVE.
Street/Post Office Box
LUBBOCK TX 79423
City State Zip
(806) 785-3609
Telephone

Location or Address: 12701 INDIANA AVE. LUBBOCK, TX. 79423

Legal Description:* WORSHIP CENTER 1, TRACT A, ~~AND UNPLATTED LAND TO THE EAST~~

Existing Land Use: CHURCH **Existing Zoning:** TRANSITIONAL

Acreage or Square Footage of Property: 65,713.413

Zoning Requested: A2 LIMITED TO CHURCH AND CHURCH RELATED USES.

Proposed Development: SANCTUARY ADDITION AND SITE IMPROVEMENTS

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

ZAC GARTH
Applicant's Signature

12/09/15
Date

Filing Fee: $165.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

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

For City Use Only

PIN: 93432 MAP 40

Zone Case No.: 3276 **Agenda No.:** ____

Request for zoning change from: T **To:** A-2 limited to church and church related uses

on Lot(s): tract A **Block(s):** ____

Subdivision: worship center 1 **Address:** 12709 Indiana Ave

KS FC

Regular City Council Meeting **6. 4.**

Meeting Date: 02/25/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 1720-I, a request of Amit Shah for a zoning change from C-3 limited to a service station and all unconditionally permitted C-1 uses to C-2, west 122 feet of Lot 1, Village West Addition, 5761 34th Street, and consider an ordinance.

Item Summary

General comments:
The request is for a zone change from C-3 limited to a service station and all unconditionally permitted C-1 uses to C-2. The property is currently a grocery store with beer and wine sales. The applicant would like to have the opportunity to branch out into other types of retail business.

M.J. Grocery, Beer, & Wine is currently open and operating on this property. The operator of the business is also the property owner. The C-1 zoning district does allow for a grocery store with no more than 3,000 square feet of total floor area with alcohol sales as an incidental use. The owner did receive a TABC license for a beer and wine retailer's off-premise permit in January 2015.

A brief history of this property is included for your reference. In April 1971, Council denied a request to change the property from R-1 to C-2. Then in January 1972, Council approved a change from R-1 to C-1. Two years later in April 1974, Council denied a request to rezone the property to C-2A. A few months later in December 1974, Council again denied a request to rezone the property to C-2A. Then in February 1977, Council approved the existing zoning on the property.

There were no other zone change requests on the property until recently. In November 2012, the Planning and Zoning Commission denied a request to rezone the property to C-2. At the time, the applicant was proposing a liquor store on the property and the adjacent neighborhood was extremely opposed to the request. Then in August 2014, the Planning and Zoning Commission denied a request to amend the conditions of the current ordinance to allow a smoke shop. Again, the neighborhood was extremely opposed to the proposal and submitted a petition with 45 signatures opposing the request.

The C-2 zoning district does allow for both a smoke shop (without a lounge) and a package store with not over 8,750 square feet of total floor area.

Adjacent land uses:
North - Zoned R-1 and is the LCU Chaparral Golf Course;
South - Foxmoor Apartments zoned A-1, which creates a buffer between this property and the residential;
East - Twice The Ice vending zoned C-3 Specific Use and east of that property is zoned R-1 with single family home;
West - A vacant service station zoned C-3.

Northwest corner of 34th and Frankford is zoned C-3 as well.

Comprehensive Land Use Plan (CLUP):
The request for C-2 zoning is consistent with the CLUP which designates 10 acres of commercial zoning on each corner of an intersection of two thoroughfares. Frankford Avenue and 34th Street are of course both designated as thoroughfares.

Zoning Policy:
The request is consistent with zoning policies as the property would be changing from one commercial zoning district to another. C-2 would be appropriate for this intersection.

Effect on the adjacent street and thoroughfare system:
There should be little to no impact on the thoroughfare system.

Recommendations:
Staff recommends the request for approval.

On February 4, 2016, the Planning and Zoning Commission recommended the request with a vote of 6-1.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance 1720-I
Zone Case Map - 1720-I

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. 1720-I;** A ZONING CHANGE FROM **C-3 LIMITED TO A SERVICE STATION AND ALL UNCONDITIONALLY PERMITTED C-1 USES** TO **C-2** ZONING DISTRICT ON THE **WEST 122 FEET OF LOT 1, VILLAGE WEST 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. 1720-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 limited to a service station and all unconditionally permitted C-1 uses** to **C-2** zoning district on the **west 122 feet of Lot 1, Village West Addition**, City of Lubbock, Lubbock County, Texas, located at **5761 34th 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

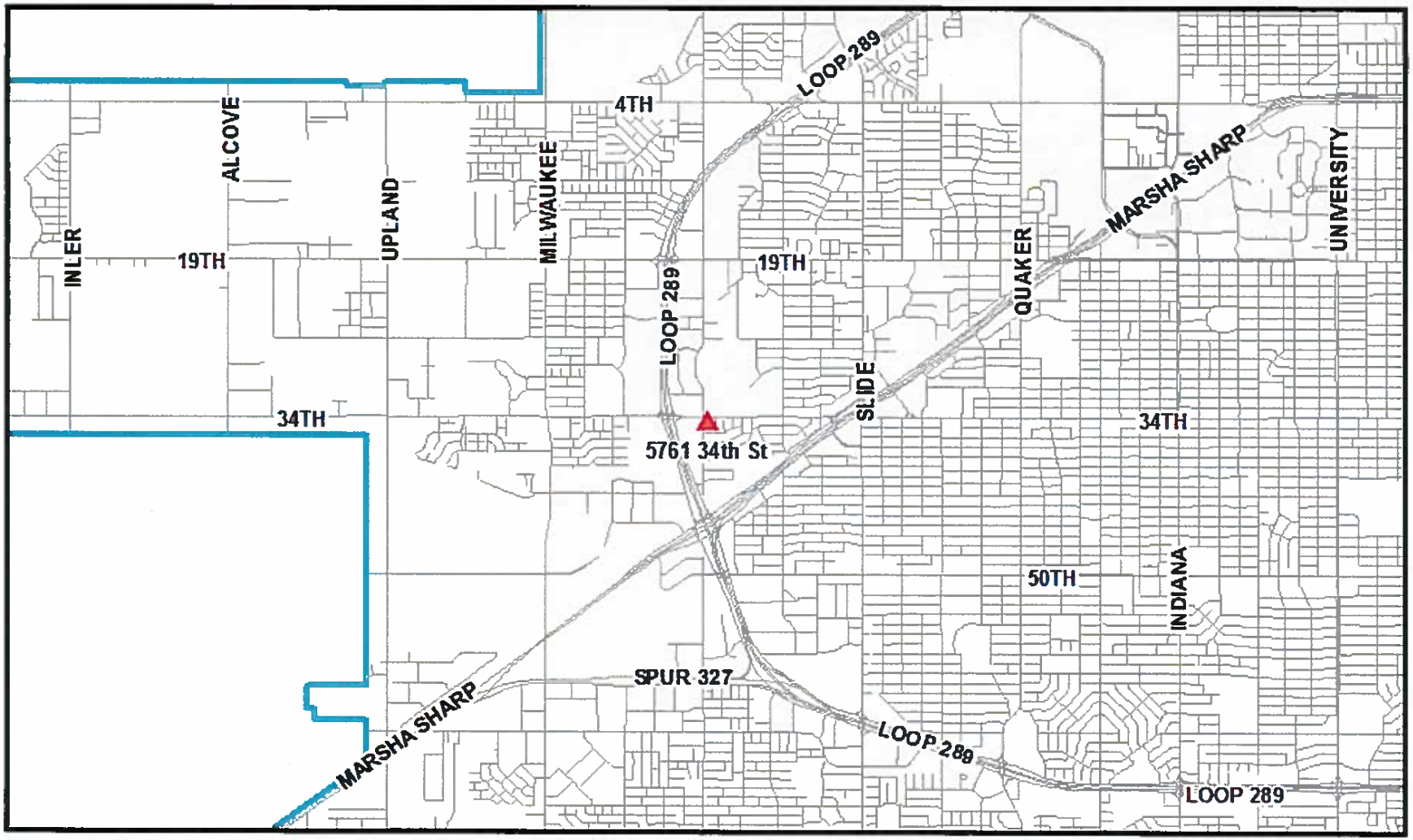
APPROVED AS TO CONTENT:

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Andrew Paxton, Director of Planning

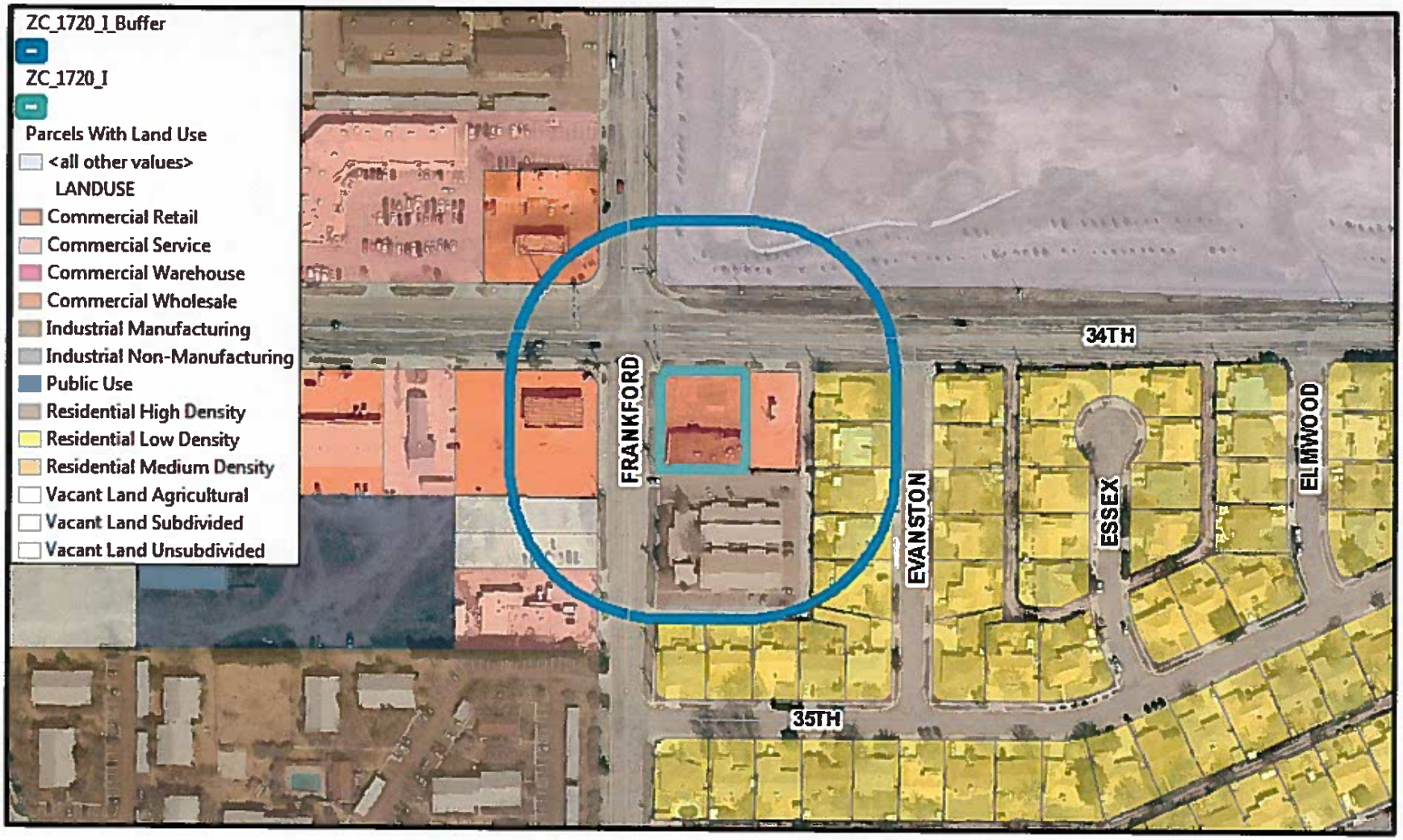
APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC1720-I
February 4, 2016

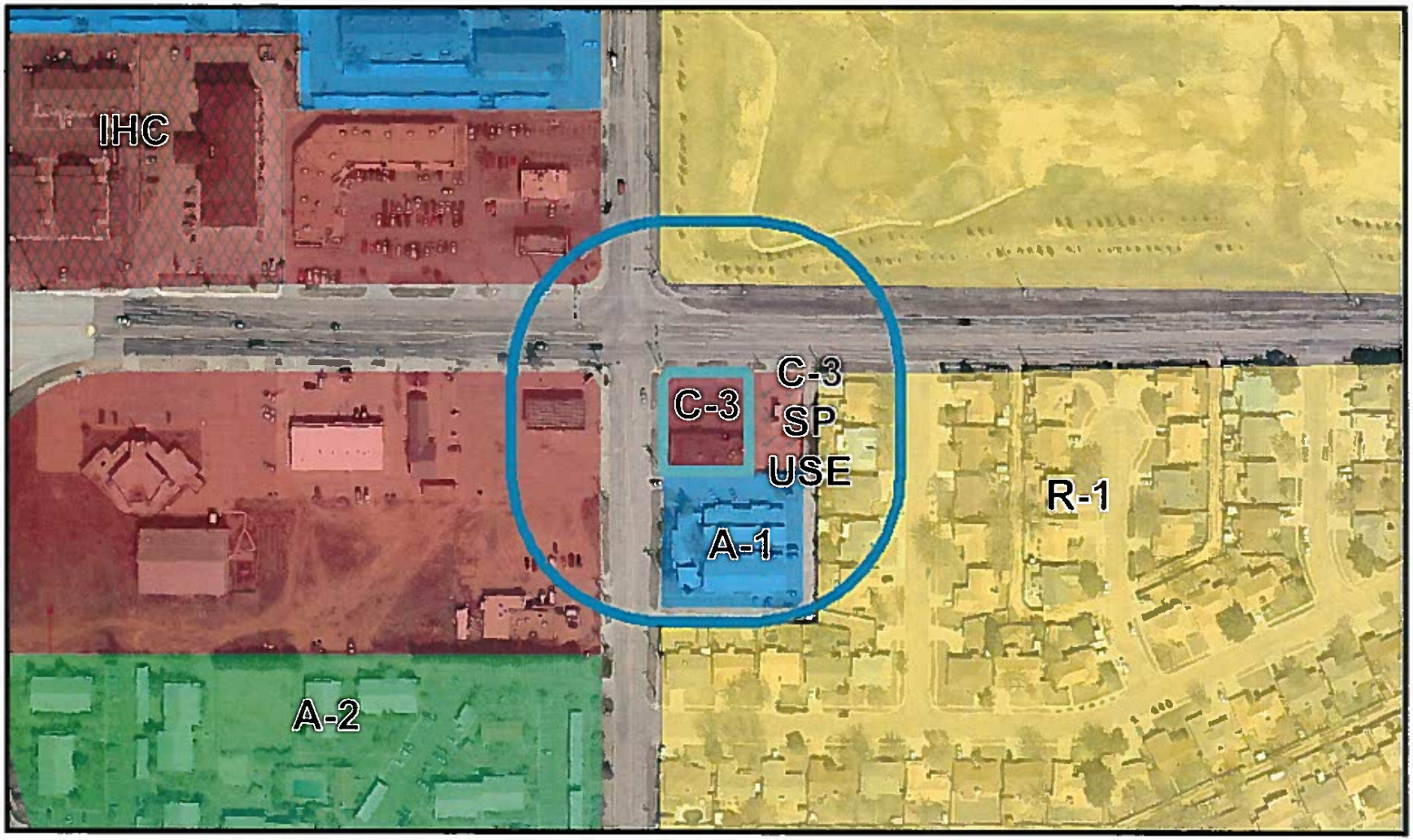


P.Z.C. Case 1720-I

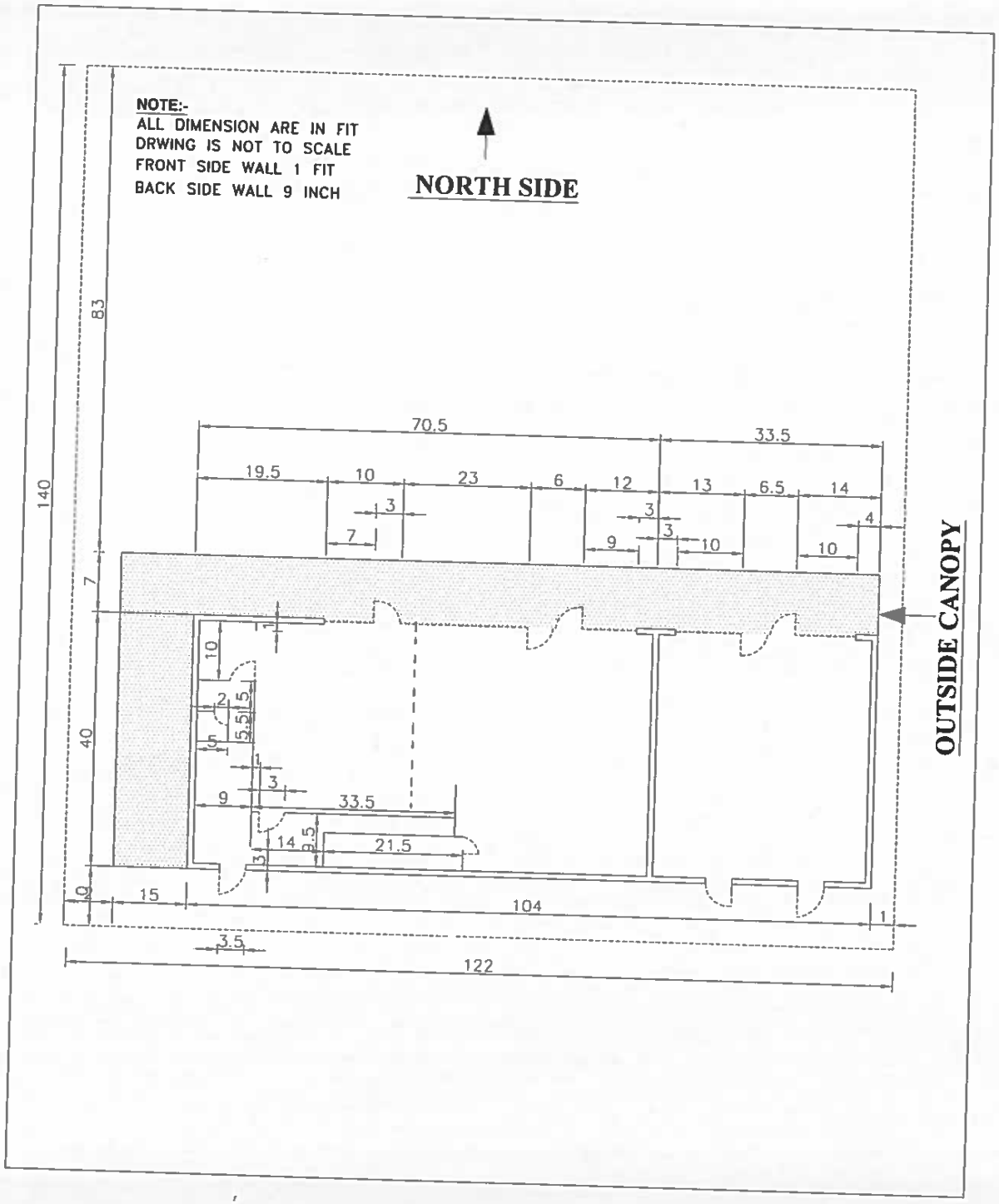


P.Z.C. Case 1720-I

Request of Amit Shuh for a zoning change from C-3 limited to a service station and all unconditionally permitted C-1 uses to C-2, 5761 34th Street



P.Z.C. Case 1720-I Zoning


NOTE:-
ALL DIMENSION ARE IN FIT
DRWING IS NOT TO SCALE
FRONT SIDE WALL 1 FIT
BACK SIDE WALL 9 INCH
NORTH SIDE
OUTSIDE CANOPY
140
83
7
40
70.5
33.5
19.5
10
23
6
12
13
6.5
14
3
7
9
10
4
10
2
5.5
5
3
9
33.5
14
9.5
21.5
3
9
15
104
1
3.5
122

To

Zoning DEPT

City Of Lubbock,

Dear Sir/Madam,

I Amit Shah, myself & my wife (Bhavna Shah) Owner of the Property Located At **5761 34th St Lubbock, TX 79407**. At right now My family are running grocery store with beer & wine in this property. I have three suit in this property. My property **zone is C-3 limited to C-1**. MY family hearty request to change my property **zone C-2.** So my family have more opportunity to different type business.

Please look in to this matter and hope to get more opportunity to different type business open With your Respectful spelling Decision. Thank you in advance for Reviewing & Solving This Matter.

Sincerely,

Amit Shah

806-786-3141.

City of Lubbock TEXAS

CERTIFICATE OF OCCUPANCY
BUILDING INSPECTION DEPARTMENT

DATE ISSUED: January 15, 2015

This certificate issued pursuant to the requirements of the Lubbock Code of Ordinances certifying that at the time of the issuance this structure had been inspected for compliance with the various technical codes and ordinances of the City regulating building construction or use. For the following:

Building Permit No.: 588-INVC
Building Address: 5761 34TH ST2
Occupancy Classification: M
Construction Type: V-B

Building Owner: SHAH AMIT & BHAVNA
Owner Address: 5917 67TH ST LUBBOCK, TX 79424
Building Code: 2009 INTERNATIONAL BUILDING CODE
Automatic Sprinkler System: Not Sprinklered

Special Conditions or Restrictions: (SUITES 2 AND 3) *Certificate of Occupancy based only on visual inspections of existing building or space*

STEVEN O'NEAL
Building Official

Approved By

2-15

(POST IN A CONSPICUOUS PLACE)

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Amit Shah

5917 67th st APT 1905
Street/Post Office Box

Lubbock TX 79424
City State Zip

(806) 786 3141
Telephone

For _____

Street/Post Office Box

City State Zip

( )
Telephone

Location or Address: 5761 34th street, Lubbock, TX-79407

Legal Description:* The West 122 feet of Lot one (1), Village West

Existing Land Use: retail **Existing Zoning:** C-3 limited to C-1

Acreage or Square Footage of Property: 17,080 sq ft Lot, 4160 Space

Zoning Requested: C-2

Proposed Development: Retail - C-2 - uses

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

Amit Shah
Applicant's Signature

Date

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

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

For City Use Only

PIN 65190 map 22

Zone Case No.: 1720-I **Agenda No.:** _____

Request for zoning change from: C-3 limited to a Service station and all unconditionally permitted C-1 uses **To:** C-2

on Lot(s): W 122' lot 1 **Block(s):** _____

Subdivision: Village West **Address:** 5761 34th St

VS

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

Meeting Date: 02/25/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 2650-A, a request of Kamal Zeitouni for a zoning change from R-1 to GO, west 70 feet Lot 80, Bacon Heights Addition, 5039 52nd Street, and consider an ordinance.

Item Summary

General comments:
The proponent intends to change the zoning from R-1 to GO – for professional offices.

Adjacent land uses:
North: R-1 Residential;
South: R-1 Residential;
East: R-1 Residential; and
West: C-2 Commercial – Schlotzky's and Petra Hair Design,Barber/Beauty Salon.omprehensive Land Use Plan (CLUP):
This change is a minor amendment to the CLUP. Residential should be infilled between commercial properties at the intersections of major thoroughfares.

Zoning Policy:
Although GO would typically be supported by staff closer to the intersection of a thoroughfare and a collector, recent trends have shown that a buffer district such as GO and AM if very non-intrusive and serves as a good neighbor to residential while still providing a separation from the thoroughfare.

Effect on the adjacent street and thoroughfare system:
Based on the minimal traffic produced by GO, there should be no effect on the thoroughfare system.

Recommendations:
Staff supports the request with no conditions.

On February 4, 2016, the Planning and Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending
Bill Howerton, Assistant City Manager

Attachments

Ordinance 2650-A
Zone Case Map - 2650-A

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2650-A;** A ZONING CHANGE FROM **R-1** TO **GO** ZONING DISTRICT ON THE **WEST 70 FEET OF LOT 80, BACON HEIGHTS 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. 2650-A

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **GO** zoning district on the **west 70 feet of Lot 80, Bacon Heights Addition**, City of Lubbock, Lubbock County, Texas, located at **5039 52nd 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

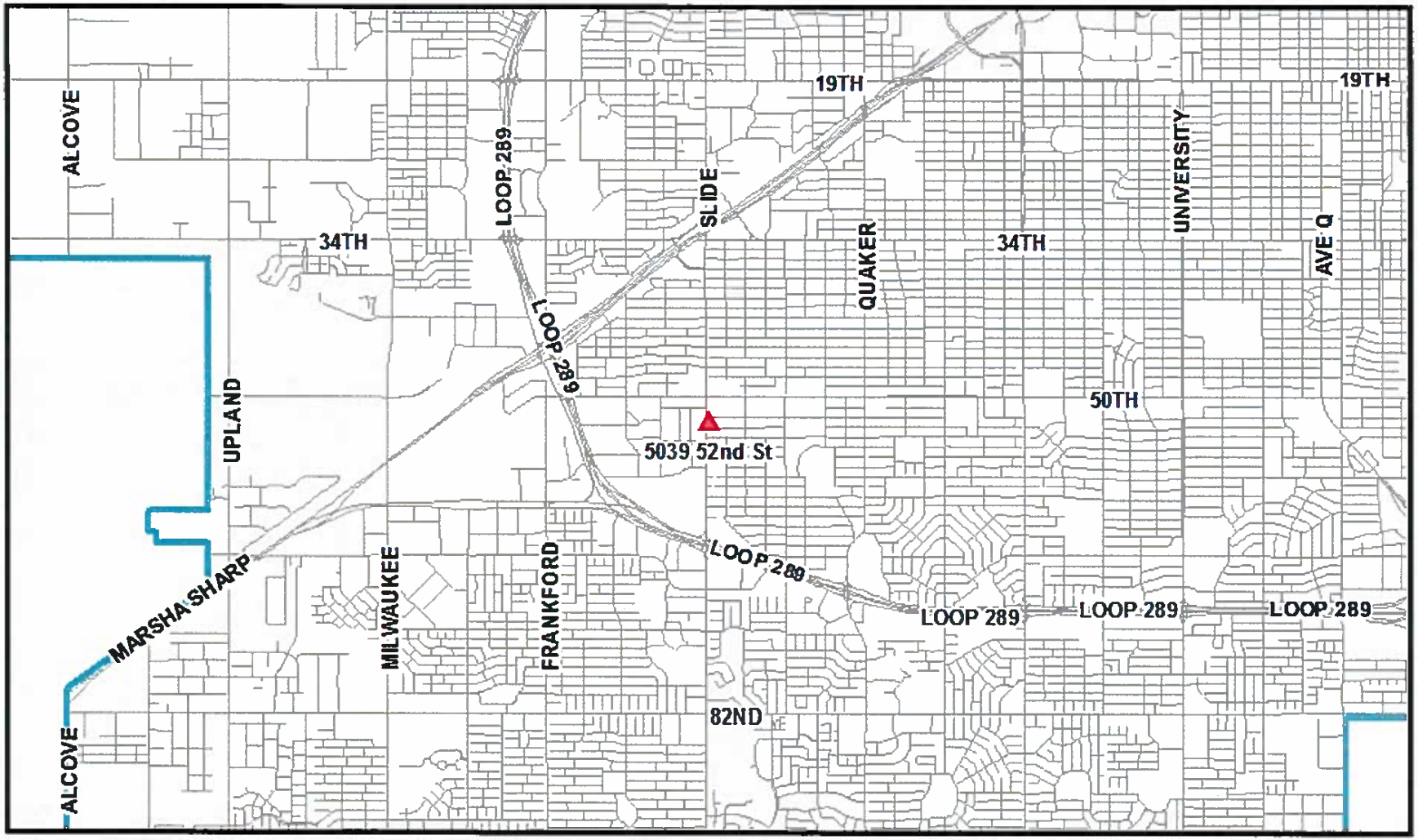
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

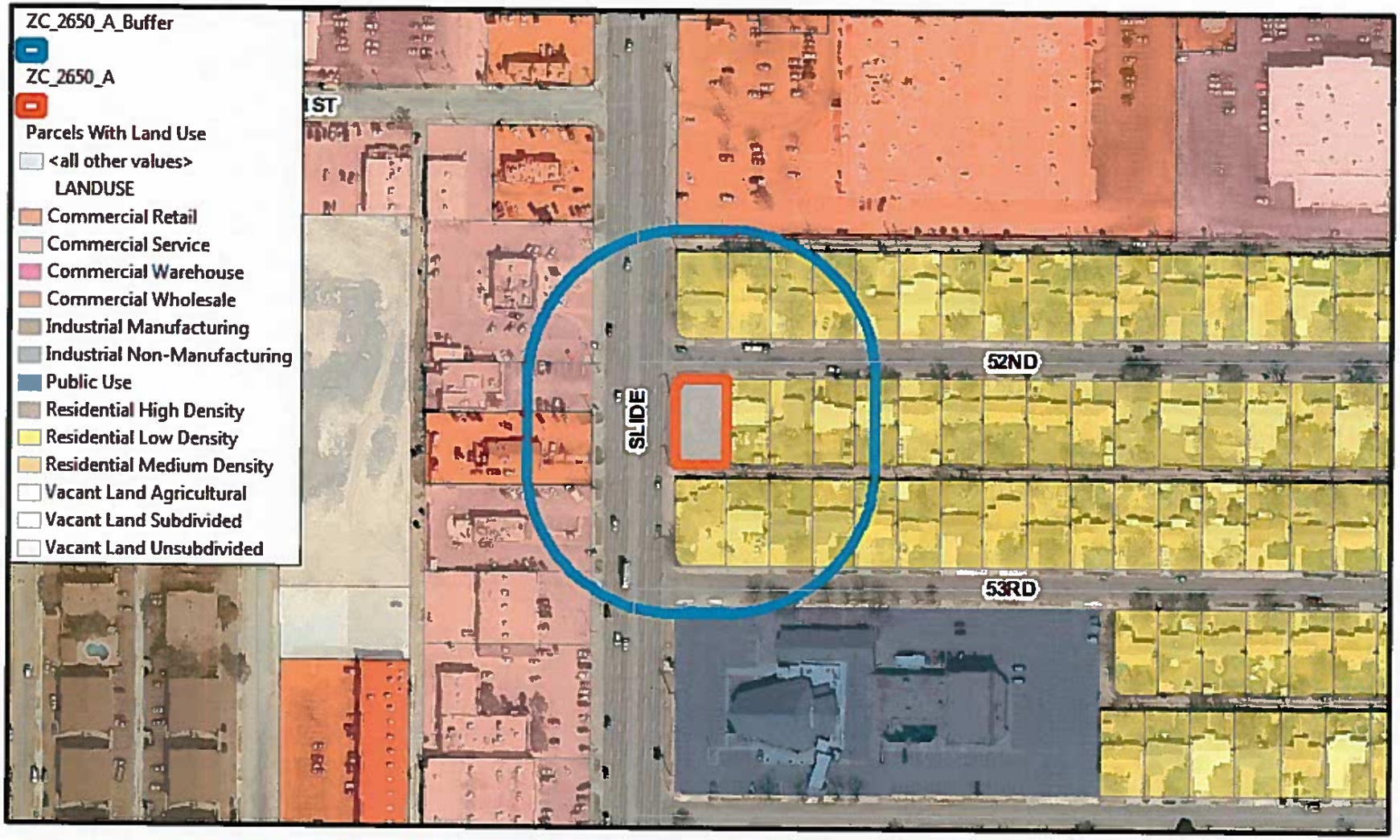
APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC2650-A
February 4, 2016

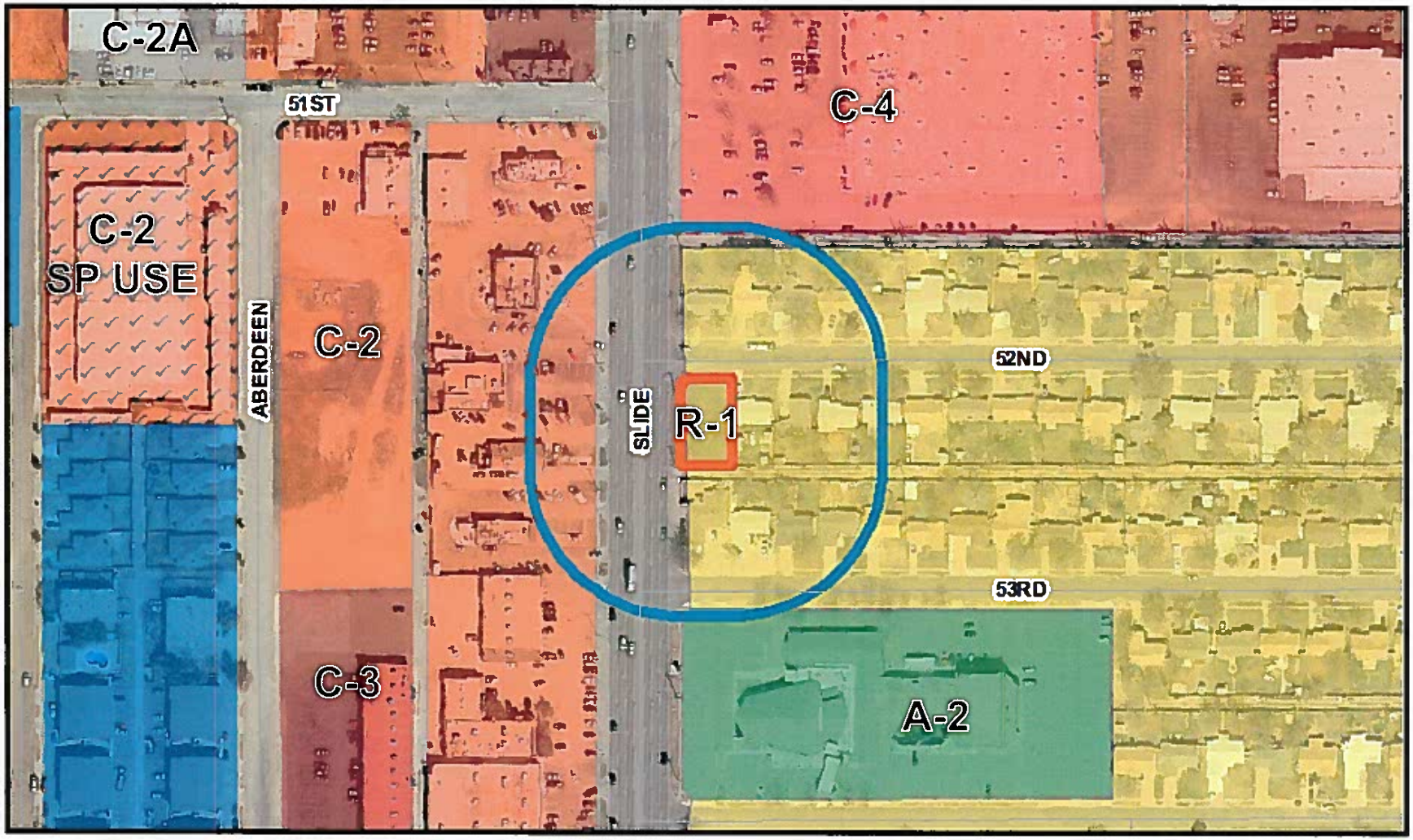


P.Z.C. Case 2650-A



P.Z.C. Case 2650-A

Request of Kamal Zeitouni for a zoning change from R-1 to GO, 5039 52nd Street



P.Z.C. Case 2650-A Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Kamal Zeitouni
4007-87th street
Street/Post Office Box
Lubbock TX 79423
City State Zip
(806) 831 4909
Telephone

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

Location or Address: 5039 52nd St Lubbock

Legal Description:* Bacon Hights W 70' of L80

Existing Land Use: Empty lot

Existing Zoning: _____

Acreage or Square Footage of Property: plus of Minus 7600 SqFt

Zoning Requested: Garden office

Proposed Development: I would place an office on this lot.

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

Kamal Zeitouni
Applicant's Signature

JAN 1-11-2016
Date

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

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

For City Use Only

PIN: 4360 map 7

Zone Case No.: 2650-A **Agenda No.:** _____

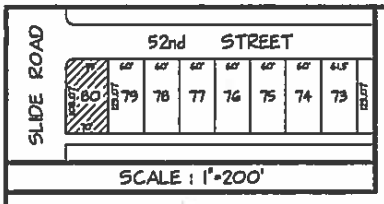
Request for zoning change from: R4 **To:** GO

on Lot(s): W 70' lot 80 **Block(s):** —

Subdivision: Bacon Heights **Address:** 5039 52nd St

VS ZC.

52nd STREET
(PAVED)
56'
EAST-WEST 55.00'
25 feet
R=15.00'
Δ=90°
CH=21.21'
25 Ft
34 Ft
10 Ft
1
2
3
4
5
6
7
8
9
10
10
34
21
21
123.07'
108.07'
side walk
LOT 80
(VACANT)
NO OTHER IMPROVEMENTS)
40 Feet
50 Feet
Level
Slope
10%
25 Ft
9,000 sq feet
NORTH-SOUTH
NORTH-SOUTH
SLIDE ROAD
(PAVED)
120'
EAST-WEST 70.00'
ALLEY
20'



LUBBOCK COUNTY, TEXAS

The West 70 feet LOT 80

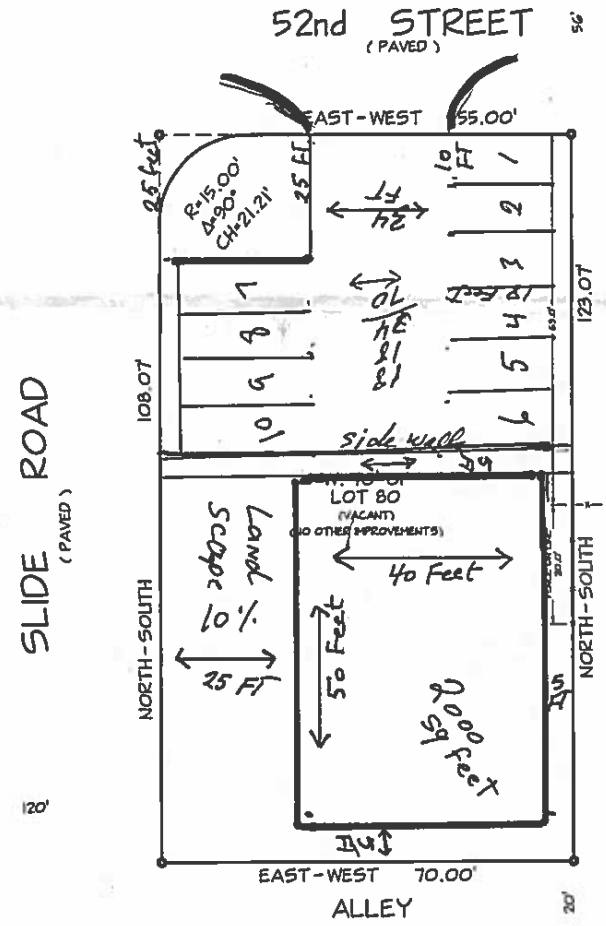
BACON HEIGHTS, an Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 805, Page 291, Deed Records of Lubbock County, Texas

5039 52nd Street (not visible)

CERTIFICATION TO: Lubbock Abstract Co.
FOR: GF# 2015-0726 Ramsey Tarek, LLC ONLY

I, Brent Carroll, Texas Registered Professional Land Surveyor No. 5410, do hereby certify that this survey was made on the ground. A determination as to whether this property lies within a special flood hazard area was not made for this survey.
July 9, 2015

Brent Carroll
Registered Professional Land Surveyor
No. 5410 State of Texas



Copy

SCALE : 1"=20'
CONTROL MONUMENTS AS FOUND & SHOWN
FENCES AS SHOWN.
● - FD. 1/2" IRON PIPE
150834 / SLG (TW)

WARNING
This plat is invalid unless it bears an original signature across an embossed seal.

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-8042
FAX: 806 / 763-3891

Copyright 2015, Hugo Reed and Associates, Inc. for the sole use of Title Co. for GF # and any other identifiers as indicated in the certificate shown hereon.

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

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 2650-A**

In Favor of ✓

Opposed ___

Reasons and/or Comments:

RECEIVED
JAN '26 RCD'D
PLANNING DEPARTMENT

Print Name RAY LUGO

Signature: Ray Lugo

Address: 5040 - 53rd St. Lubbock, Tx 79414

Address of Property Owned: " " "

14 of 22

Zone Case Number: 2650-A 4301
LUGO EUSTOLIA & RAY C
5040 53RD ST

LUBBOCK TX 79414

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

Meeting Date: 02/25/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3277, a request of Burl W. Masters, for Brookeland I, LLC, for a zoning change from T to C-3 on 22.828 acres of unplatted land out of Block E-2, Section 23, North of 130th Street and East of Slide Road, and consider an ordinance.

Item Summary

This request is for 22.828 acres of land to rezone from T to C-3 at the northeast corner of Slide Road and 130th Street.

Adjacent land uses:
North: Vacant land, zoned T;
South: Vacant land, zoned T;
East: RV Storage units, zoned C-4 Specific Use; and
West: Single family homes and commercial uses, all zoned T.

Comprehensive Land Use Plan (CLUP):
Under the current CLUP, the C-3 zoning along 130th Street and Slide Road is considered strip commercial and is not consistent with the CLUP as the commercial should be located at the intersections of major thoroughfares and limited to 10 acres on each corner and limited to 660 feet from the intersection.

Without a comprehensive plan update to accurately compare land use requests to the market, we are responding to market requests. Although staff believes this is an appropriate request along a road similar to Loop 289, no comprehensive plan has been reviewed by City Staff, the Planning & Zoning (P&Z) Commission, the City Council, or the citizens of Lubbock that includes the outer loop.
While the P&Z did not want to delay this and similar zone cases, the P&Z has requested that staff find a way to update the CLUP.

Zoning Policy:
The commercial zoning along 130th Street would have been consistent with zoning policy if the amendment to the current CLUP had been adopted in anticipation of the proposed outer loop. Currently, the C-3 zoning along both 130th Street and extending north along Slide Road, are not consistent with the policy as they are considered strip commercial and have the potential of

causing traffic issues in the future.
In anticipation of an amendment to the current CLUP in the near future that would reflect the outer loop, staff has less of a concern towards the request for C-3 along 130th Street. TxDOT will control curb cuts along the street and future loop.

Effect on the adjacent street and thoroughfare system:
Strip commercial can cause traffic issues, along with disrupting the way our thoroughfares are supposed to carry vehicular traffic within the city. If the outer loop is constructed, traffic along 130th Street will have different expectations and will impact the thoroughfare system similarly to Loop 289.

Recommendations:
Based on the current CLUP and zoning policy, staff recommends against the case.

On February 4, 2016, the Planning and Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance 3277
Zone Case Map - 3277

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. 3277;** A ZONING CHANGE FROM **T** TO **C-3** ZONING DISTRICT ON **22.828 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 23,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

ZONE CASE NO. 3277

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **C-3** zoning district on **22.828 acres**

of unplatted land out of Block E-2, Section 23, City of Lubbock, Lubbock County, Texas, located at **North of 130th Street and East of Slide Road**, 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

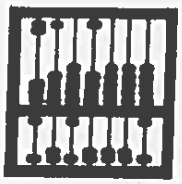
APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC3277
February 4, 2016

ABACUS ENGINEERING SURVEYING

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



"Count on it"

Metes and Bounds Description prepared for Zone Change Purposes Only on a 22.828 Acre tract out of Section 23, Block E-2, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at the Southwest corner of Section 23;

THENCE N 01°45'44" E, with the West line of Section 23, 825.99 feet;

THENCE S 88°10'53" E, 658.39 feet;

THENCE N 01°45'57" E, 128.05 feet;

THENCE S 88°12'27" E, 290.22 feet;

THENCE S 88°12'27" E, 290.37 feet;

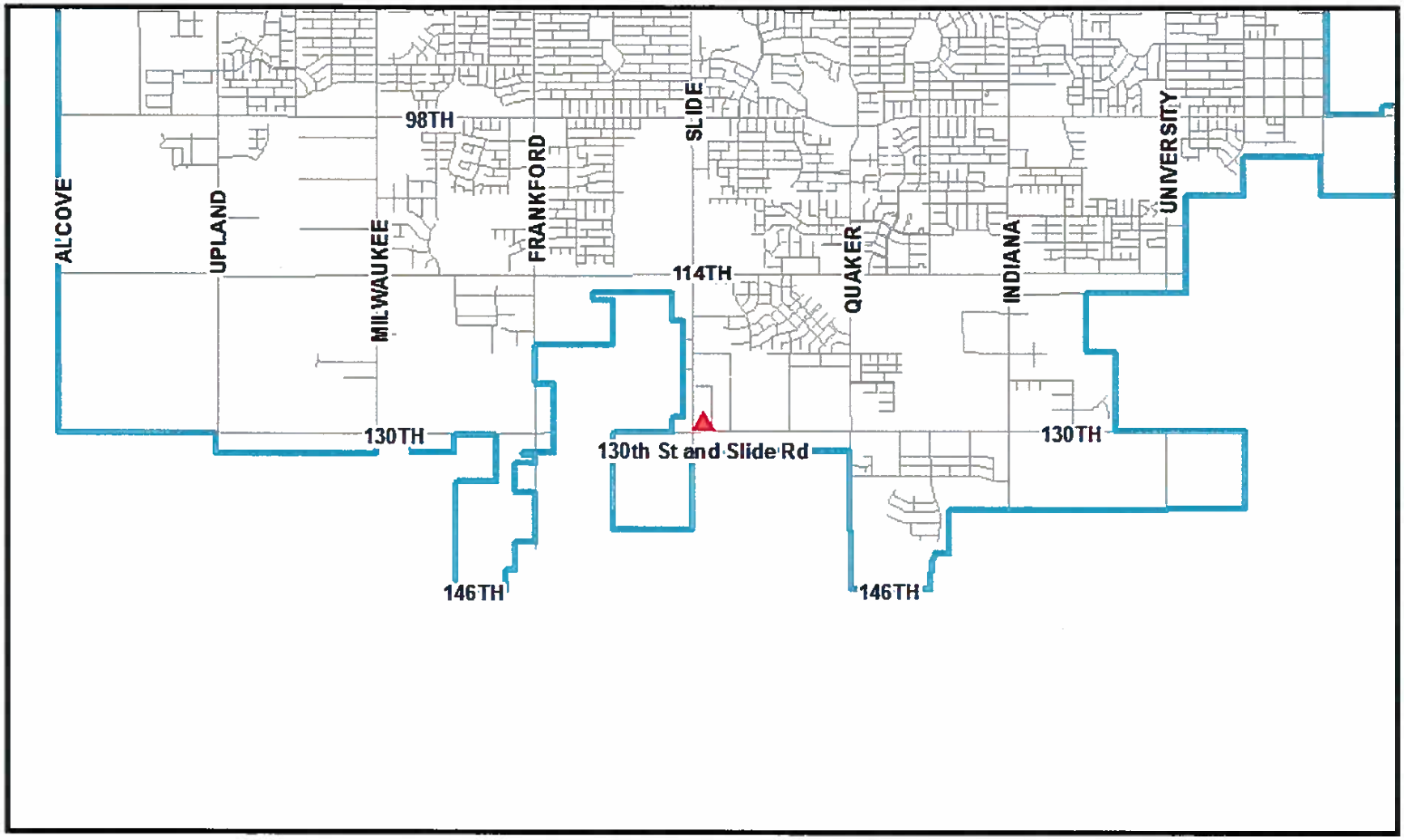
THENCE S 01°45'57" W, 600.06 feet;

THENCE N 88°12'27" W, 290.37 feet;

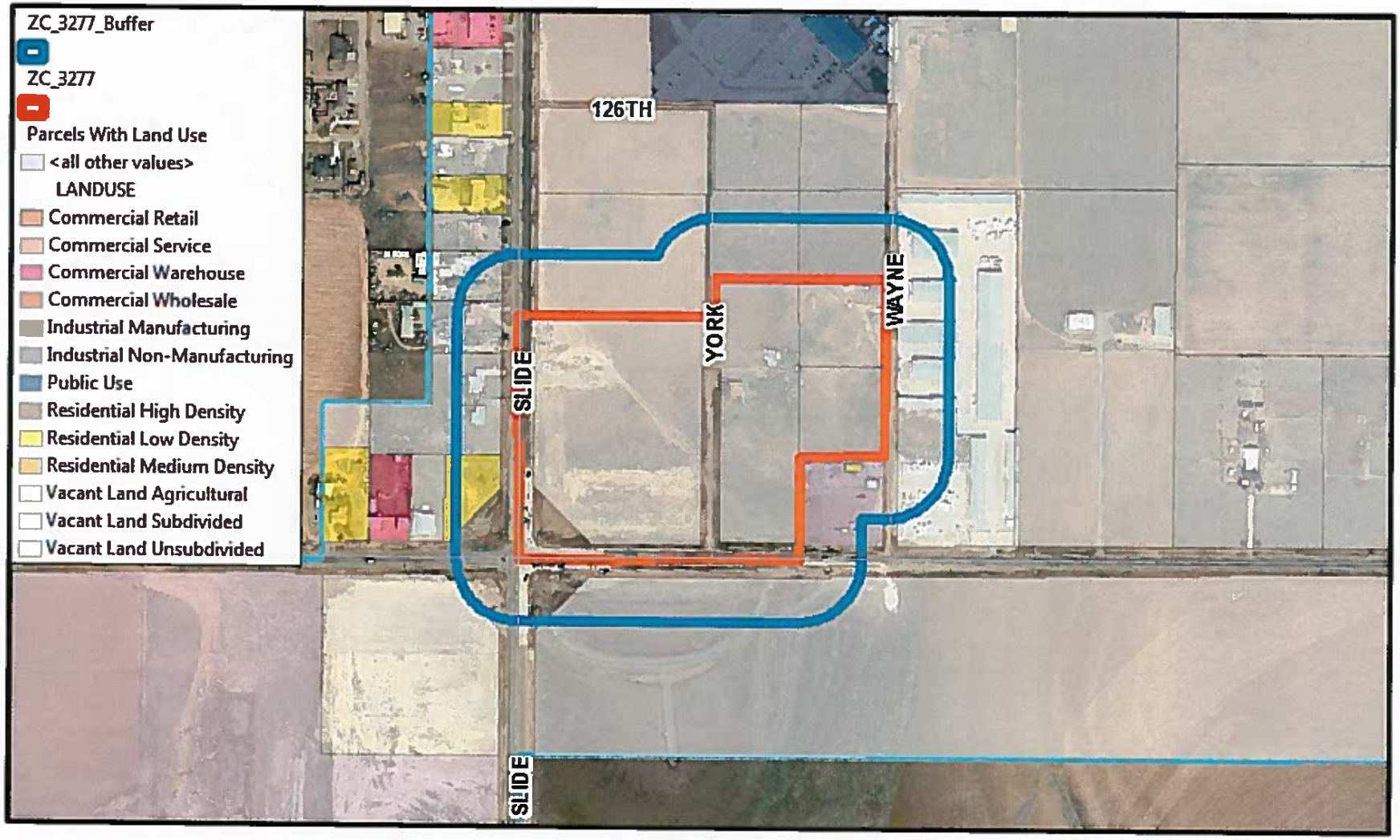
THENCE S 01°46'13" W, 352.95 feet;

THENCE N 88°15'06" W, with the South line of Section 23, 948.53 feet; to the PLACE of BEGINNING, containing 22.828 Acres

Prepared for Zone Change Purposes only, does not represent an actual survey.

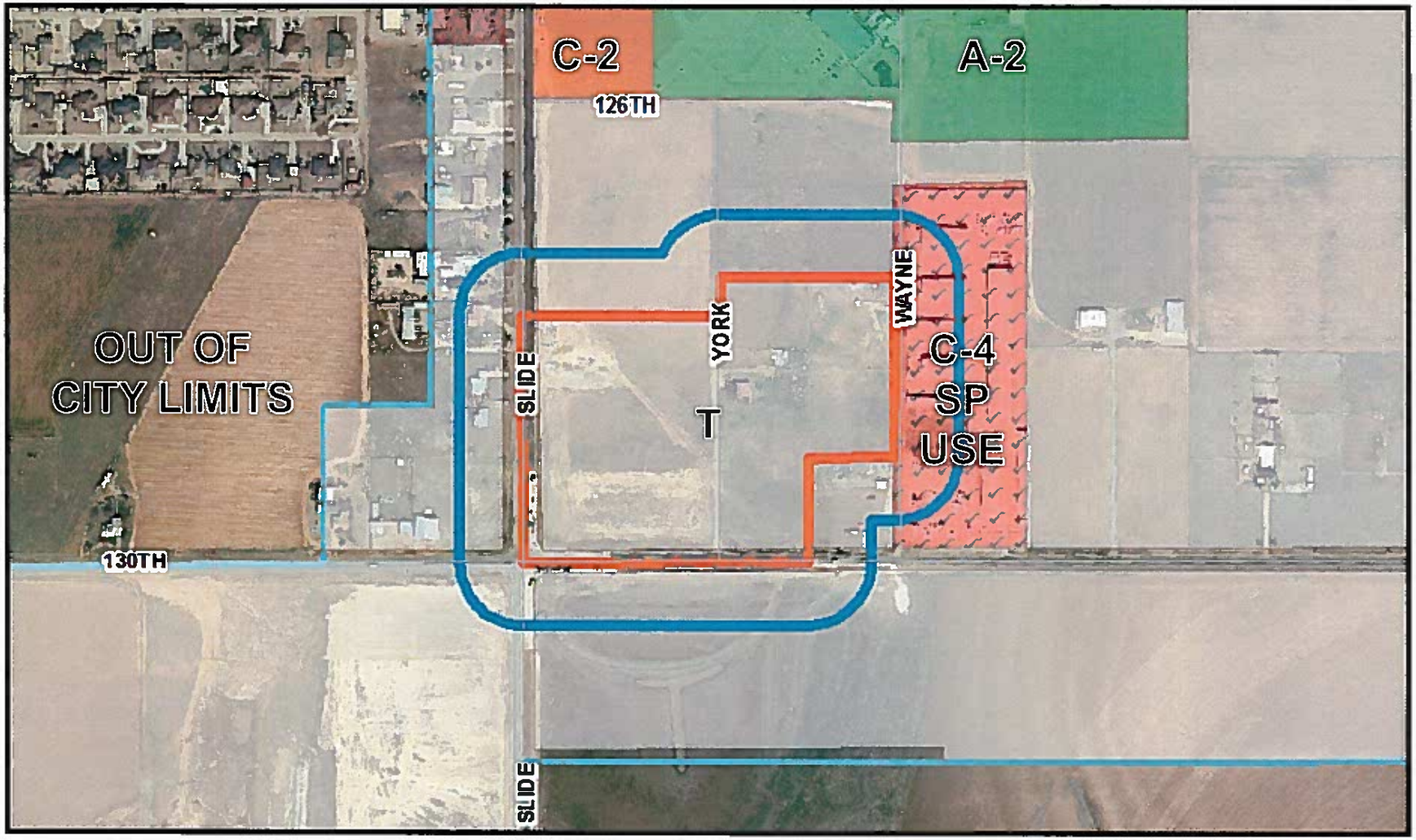


P.Z.C. Case 3277



P.Z.C. Case 3277

Request of Burl W. Masters (for Brookeland I, LLC) for a zoning change from T to C-3, North of 130th Street and East of Slide Road



P.Z.C. Case 3277 Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) BURL W. MASTERS **For** BROOKELAND I, LLC

P.O. Box 94890 — Street/Post Office Box

LUBBOCK TX 79493 — City State Zip

(806) 543.6662 — Telephone

( ) — Telephone

Location or Address: 130th St. & SLIDE RD.

Legal Description:* SEE ATTACHED

Existing Land Use: VAC. **Existing Zoning:** I2.1

Acreage or Square Footage of Property: 22.828

Zoning Requested: C-3

Proposed Development: COMMERCIAL/RETAIL

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

Applicant's Signature — Date 12-20-16

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

Filing Fee: 541.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

For City Use Only

M+B map 41

Zone Case No.: 3277 **Agenda No.:** ____

Request for zoning change from: I **To:** C-3

22.828 acres of unplatted land out of Block E-2 Section 23.

on Lot(s): ____ **Block(s):** ____

Subdivision: ____ **Address:** north of 130th St and east of Slide Rd

Prepared for Review Only Do Not Record

Plat and Field Notes on a

x.xx Acre Tract out of Section 23, Block E-2, Lubbock County, Texas.

Surveyor's Report

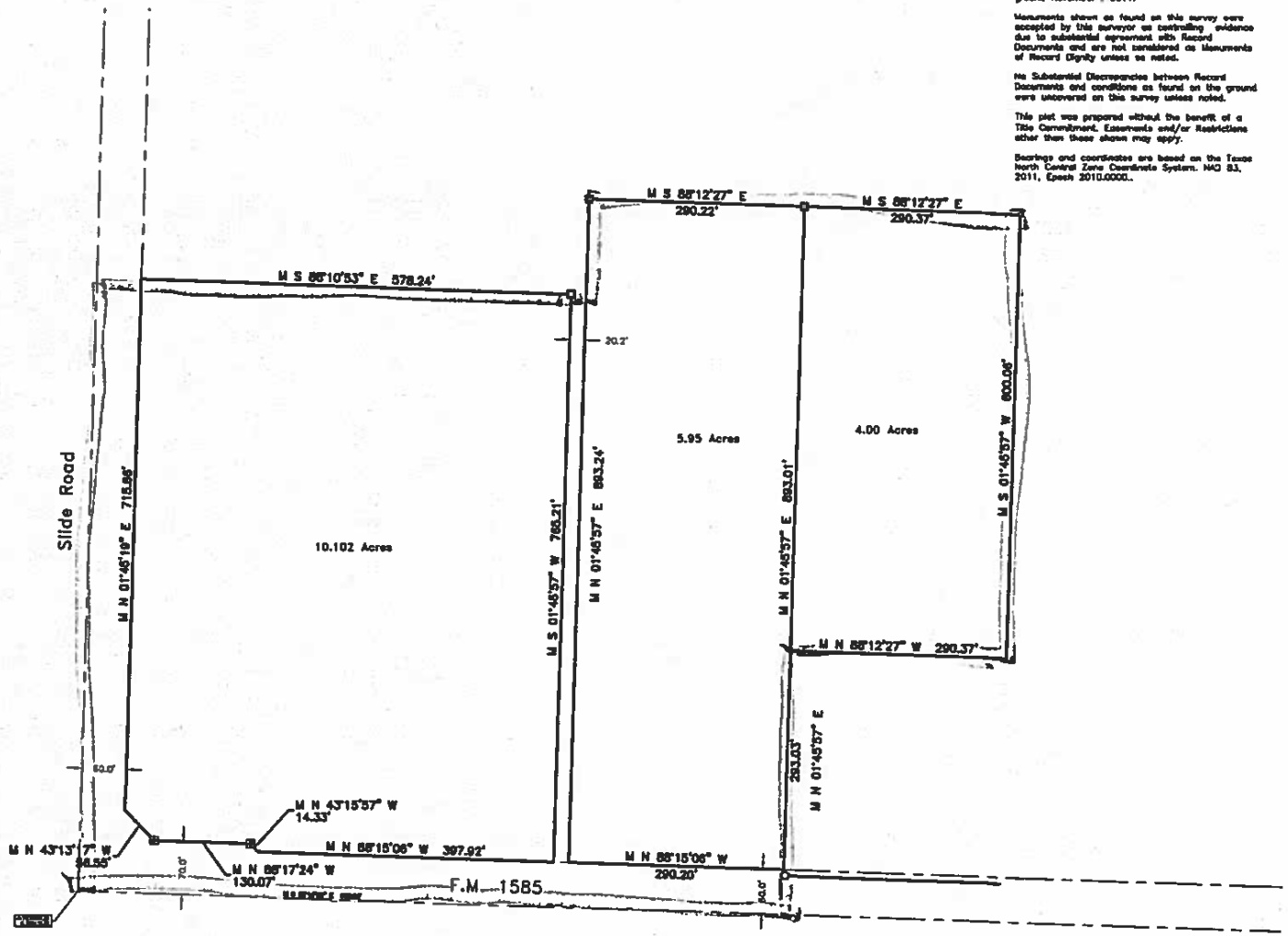
This Plat is based on a survey made on the ground November , 2014.

Monuments shown as found on this survey were accepted by this surveyor as controlling evidence due to substantial agreement with Record Documents and are not considered as Monuments of Record (Unity unless so noted.

No Substantial Discrepancies between Record Documents and conditions as found on the ground were uncovered on this survey unless noted.

This plat was prepared without the benefit of a Title Commitment. Easements and/or Restrictions other than those shown may apply.

Bearings and coordinates are based on the Texas North Central Zone Coordinate System. NAD 83, 2011, Epoch 2010.0000..



22.82 Acres

Key Map Scale: 1"=100'

Surveyed For:
Thomas Payne

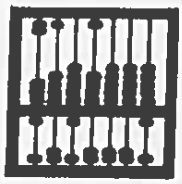
J.M. CRESSMAN, RPLS # 4480

PLAT SHOWN AS SURVEYED ON THE GROUND

December 1, 2014

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
Email us at: 806-745-7870
TEXAS SURVEYING FIRM NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4368

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



"Count on it"

Metes and Bounds Description prepared for Zone Change Purposes Only on a 22.828 Acre tract out of Section 23, Block E-2, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at the Southwest corner of Section 23;

THENCE N 01°45'44" E, with the West line of Section 23, 825.99 feet;

THENCE S 88°10'53" E, 658.39 feet;

THENCE N 01°45'57" E, 128.05 feet;

THENCE S 88°12'27" E, 290.22 feet;

THENCE S 88°12'27" E, 290.37 feet;

THENCE S 01°45'57" W, 600.06 feet;

THENCE N 88°12'27" W, 290.37 feet;

THENCE S 01°46'13" W, 352.95 feet;

THENCE N 88°15'06" W, with the South line of Section 23, 948.53 feet; to the PLACE of BEGINNING, containing 22.828 Acres

Prepared for Zone Change Purposes only, does not represent an actual survey.

SLIDE ROAD
and FM 1585 INTERSECTION
HUGO REED

February 4, 2016
BrookeLand 1 - Zone Case # 3277
C-3 Zoning Request - 22.828 Acres

	Estimated R.O.W. Taking	Borrow Area
A.	Blue - 1.010 Ac.	4.417 Ac.
B.	Green - 2.942 Ac.	4.417 Ac.
C.	Yellow - 4.874 Ac.	4.417 Ac.

POTENTIAL DEVELOPMENT AREA

	Request	Loss	Developable
A.	22.828	<5.427>	17.401 Ac.
B.	22.828	<7.359>	15.169 Ac.
C.	22.828	<9.291>	13.537 Ac.

2010 - 2020 Demographic Analysis

Development Area

			2010		2015		Projected 2020		% Increase 2020
1 130th Street and US 87 South to 146th Street West to Upland Avenue North to 130th Street East to US 87	**Households**		1164		1427		2849	(2)	99%
	Population	(1) 2.70 Persons/H.H.	3208		3859		7692		99%
2 146th Street and US 87 South to Woodrow Road West to Upland Avenue North to 146th Street East to US 87	**Households**		656		838		1070	(3)	27%
	Population	(1) 3.23 Persons/H.H.	2128		2714		3456		27%
3 Woodrow Road and US 87 South to FM 41 West to Upland Avenue North to Woodrow Road East to US 87	**Households**		1041		1133		1346	(3)	8%
	Population	(1) 2.72 Persons/H.H.	2850		3091		3688		8%
Total:	**Households**				3398		5265		55%
	Population				9664		14836		53%

(1) ESRI Forecasts provided by City of Lubbock

(2) 01.01.16 platting analysis: Existing Final/Preliminary Plats - Assumes 50% occupancy

(3) Assume same % of growth as 2010-2015 census period

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

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***3126-C***

In Favor of ✓

Opposed ___

RECEIVED
JAN 26 RECD
PLANNING DEPARTMENT

Reasons and/or Comments:

I am in favor of this zone case, not sure just what the final use will be, but C-3 is the appropriate zoning for a corner and the old model of 10 acres commercial on hard corners is becoming outdated with the advent of "Big Box" stores and larger shopping centers. So it makes sense to do this as a larger area.

Print Name GEORGE H. McMAHON

Signature: [signature]

Address: 7703 LA SALLE AVENUE

Address of Property Owned: 114th 122nd on FRANKFORD

1 of 5

Zone Case Number: 3126-C 90498
BACON CREST LTD
7703 LA SALLE AVE

LUBBOCK TX 79424-8735

Regular City Council Meeting **6. 7.**

Meeting Date: 02/25/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3126-C, a request of Burl W. Masters, for SWLLD, LLC, for a zoning change from A-2 and T to C-3 on 19.1 acres of unplatted land out of Block AK, Section 20, 12502 Frankford Avenue, north of 130th Street, and consider an ordinance.

Item Summary

General comments:
This request is for 19.1 acres of land to rezone from T to C-3 at the west of Frankford Avenue and north of 130th Street.

Adjacent land uses:
North: Vacant land, zoned T;
South: Commercial/industrial development, zoned IHI and a pecan orchard, outside the city limits;
East: Vacant land, zoned C-3; and
West: City of Lubbock sports complex, zoned T.

Comprehensive Land Use Plan (CLUP):
Under the current CLUP, the C-3 zoning along 130th Street is considered strip commercial and is not consistent with the CLUP as the commercial should be located at the intersections of major thoroughfares and limited to 10 acres on each corner and limited to 660 feet from the intersection.

Without a comprehensive plan update to accurately compare land use requests to the market, we are responding to market requests. Although staff believes this is an appropriate request along a road similar to Loop 289, no comprehensive plan has been reviewed by City Staff, the Planning & Zoning (P&Z) Commission, the City Council, or the citizens of Lubbock that includes the outer loop. While the P&Z did not want to delay this and similar zone cases, the P&Z has requested that staff find a way to update the CLUP.

Zoning Policy:
The commercial zoning along 130th Street would have been consistent with zoning policy if the amendment to the current CLUP had been adopted in anticipation of the proposed outer loop. Currently, the C-3 zoning along both 130th Street is not consistent with the policy as they are considered strip commercial and have the potential of causing traffic issues in the future.

In anticipation of an amendment to the current CLUP in the near future that would reflect the outer loop, staff has less of a concern towards the request for C-3 along 130th Street. TxDOT will have control of curb cuts along the street and future loop.

Effect on the adjacent street and thoroughfare system:
Strip commercial can cause traffic issues, along with disrupting the way our thoroughfares are supposed to carry vehicular traffic within the city. If the outer loop is constructed, traffic along 130th Street will have different expectations and will impact the thoroughfare system similarly to Loop 289.

Recommendations:
Based on the current CLUP and zoning policy, staff recommends against the case.

On February 4, 2016, the Planning and Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance 3126-C
Zone Case Map - 3126-C

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3126-C;** A ZONING CHANGE FROM **A-2 AND T** TO **C-3** ZONING DISTRICT ON **19.1 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 20,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

ZONE CASE NO. 3126-C

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **A-2 and T** to **C-3** zoning district on **19.1**

acres of unplatted land out of Block AK, Section 20, City of Lubbock, Lubbock County, Texas, located at **12502 Frankford Avenue, north of 130th Street**, 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/ZC3126-C
Feburary 4, 2016

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

LAND SURVEYORS
CIVIL ENGINEERS

PROPOSED C-3 ZONING

METES AND BOUNDS DESCRIPTION of an approximate 19.1 acre tract of land located in Section 20, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South line of Section 20, Block AK and the center line of F.M 1585 for the Southwest corner of the plat limits of Tracts "A", "B" and "C", Mel Abbe Addition and the most Southerly Southeast corner of this tract which bears N. 88°13'28" W. an approximate distance of 1945.2 feet from the Southeast corner of Section 20, Block AK, Lubbock County, Texas;

THENCE N. 88°13'28" W., along the South line of said Section 20, Block AK and the center line of said F.M. 1585, an approximate distance of 701.7 feet to a point in the center line of Iola Avenue for the Southwest corner of this tract;

THENCE N. 01°36'21" E., along the center line of said Iola Avenue, an approximate distance of 660.0 feet to a point for the Northwest corner of this tract;

THENCE S. 88°13'28" E. an approximate distance of 2189.7 feet to a point for the Northeast corner of this tract;

THENCE S. 01°46'32" W. an approximate distance of 139.2 feet to a point for the most Easterly Southeast corner of this tract;

THENCE N. 88°27'45" W. an approximate distance of 482.0 feet to a point for a corner of this tract;

THENCE S. 01°46'32" W. an approximate distance of 158.8 feet to a point for the Northeast corner of the plat limits of said Tracts "A", "B" and "C", Mel Abbe Addition and a corner of this tract;

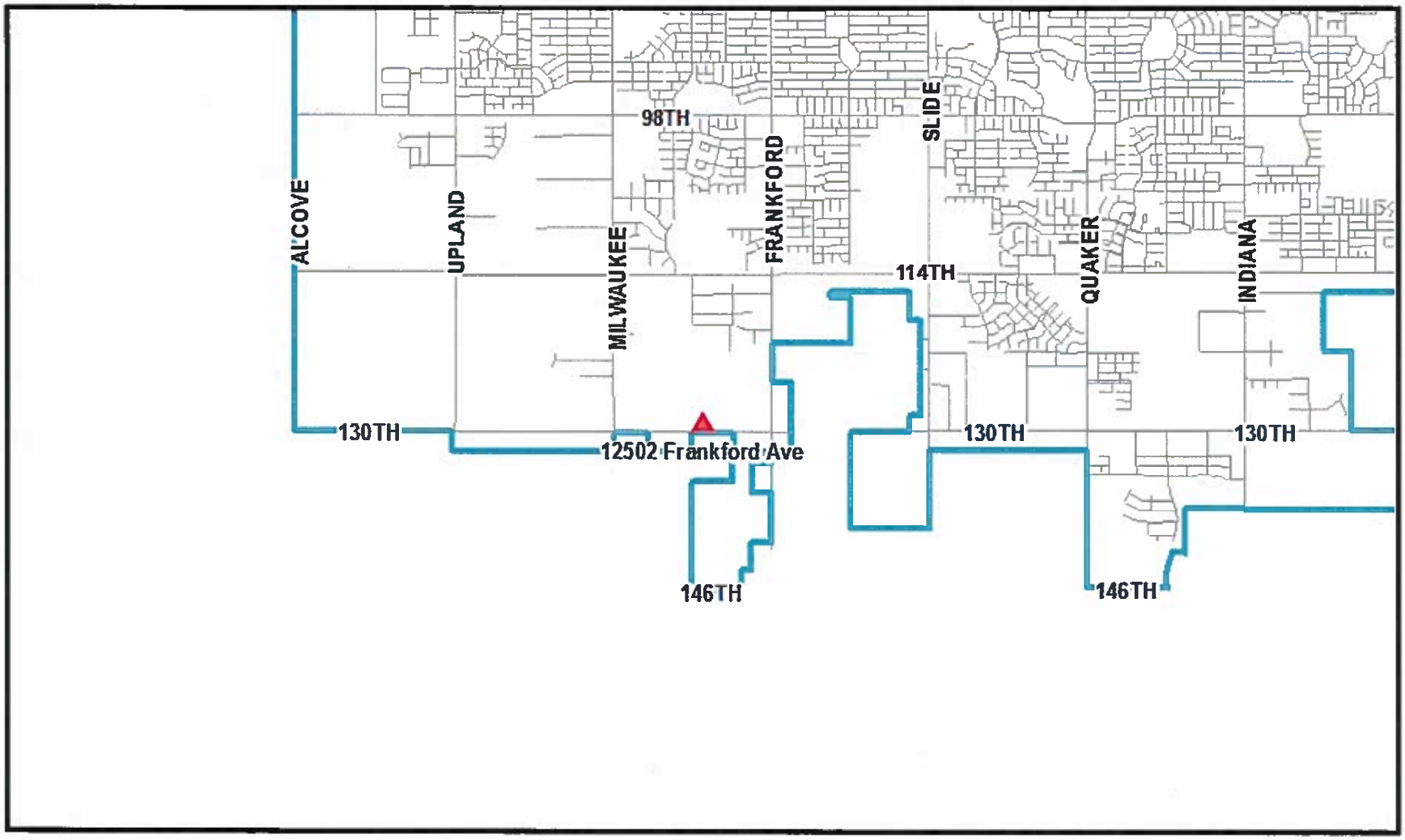
THENCE N. 88°13'28" W., along the Northern boundary of said plat limits, an approximate distance of 1004.0 feet to a point for the Northwest corner of said plat limits and a corner of this tract;

THENCE S. 01°46'32" W., along the Western boundary of said plat limits, an approximate distance of 360.0 feet to the Point of Beginning.

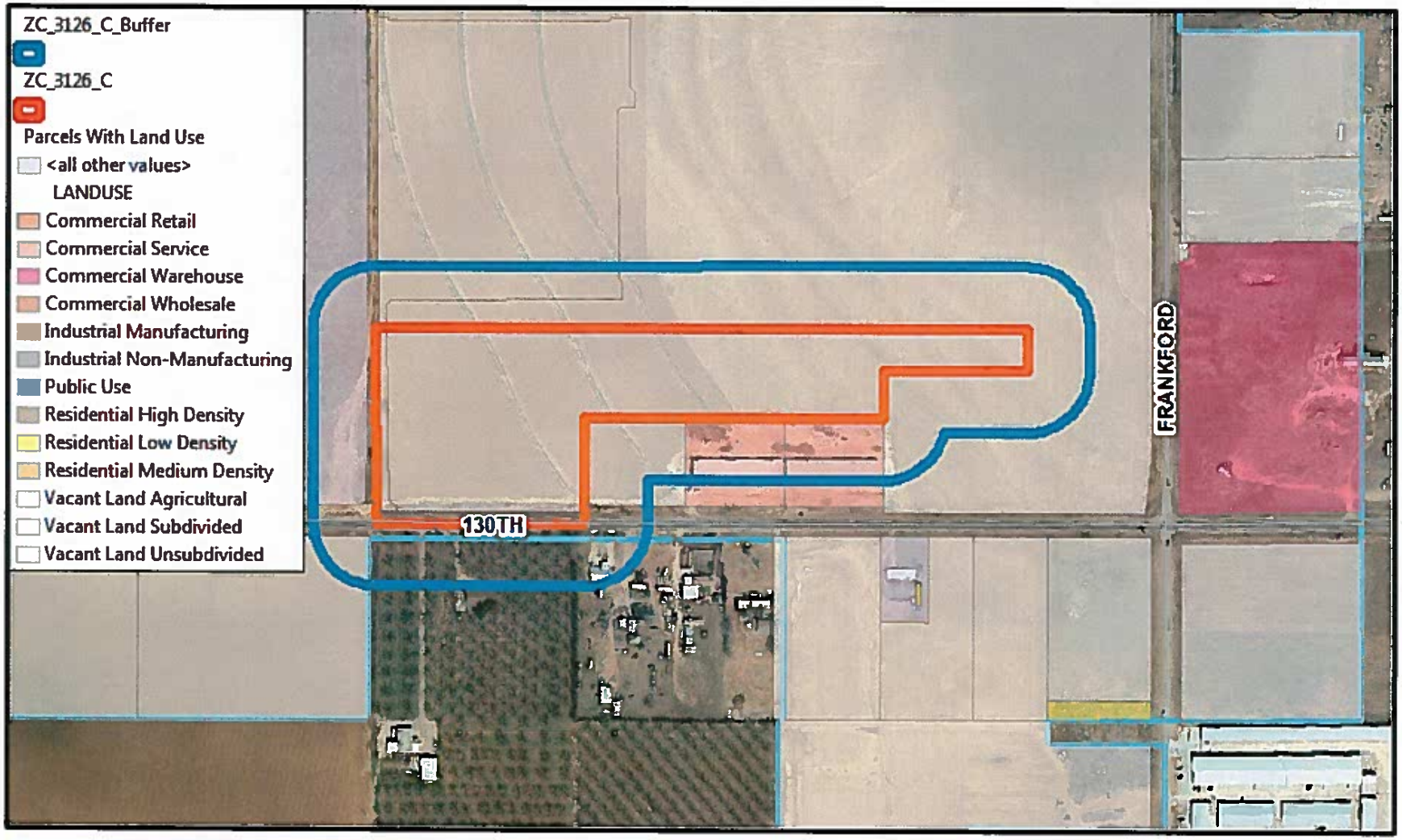
January 11, 2016

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT A SURVEY.

NOT FOR RECORDING

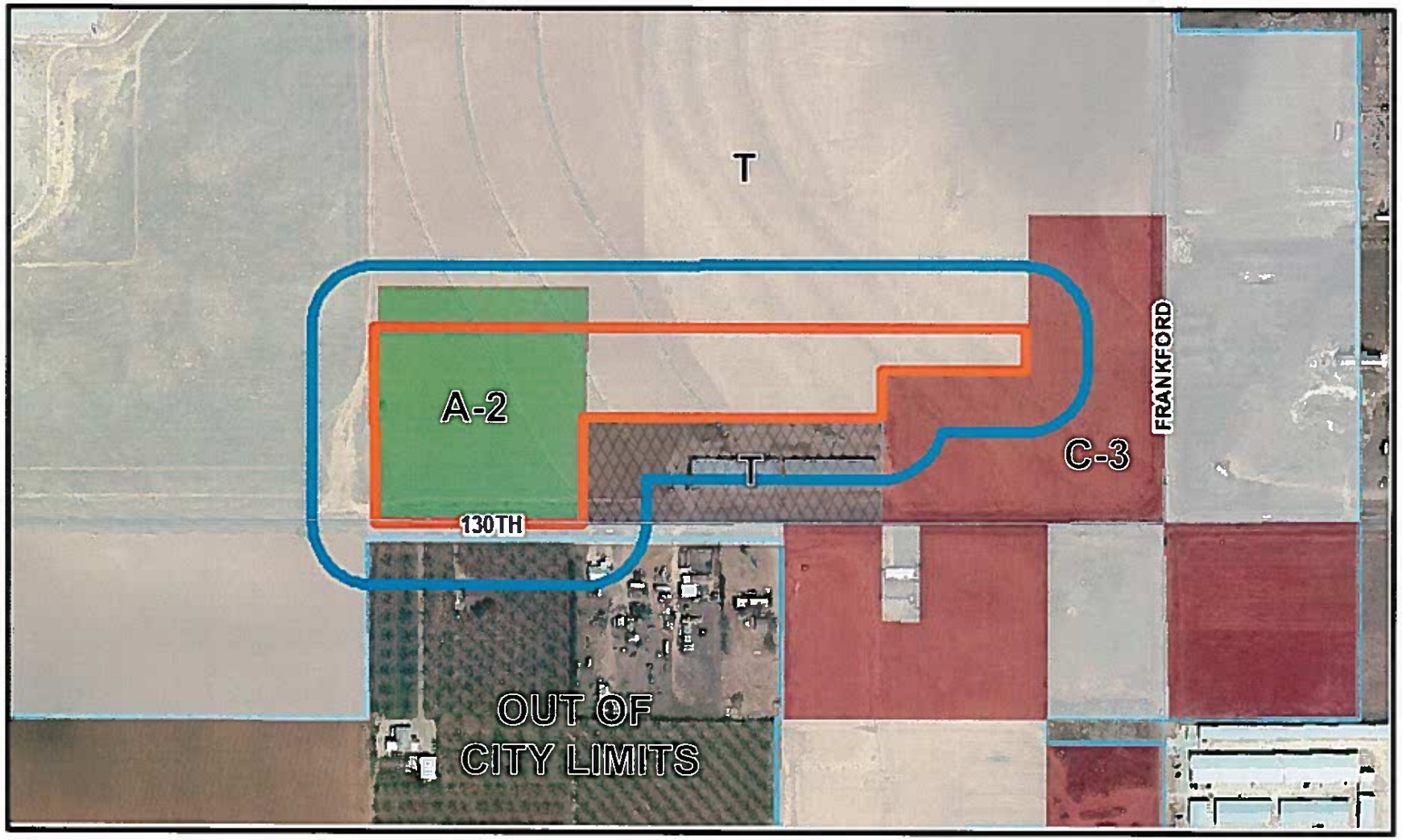


P.Z.C. Case 3126-C



P.Z.C. Case 3126-C

Request of Burl W. Masters (for SWLLD, LLC) for a zoning change from A-2 and T to C-3, 12502 Frankford Avenue, north of 130th Street



P.Z.C. Case 3126-C Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) BURL W. MASTERS **For** SWLLD, LLC.

P.O. Box 94890
Street/Post Office Box

LUBBOCK TX 79493
City State Zip

(806) 543-6662
Telephone

Street/Post Office Box

City State Zip

( )
Telephone

Location or Address: 130th ST. & IOLA AVE

Legal Description:* SEE ATTACHED

Existing Land Use: VAC. **Existing Zoning:** R-1/A-2

Acreage or Square Footage of Property: 19.1 AC

Zoning Requested: C-3

Proposed Development: COMMERCIAL/RETAIL

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

Applicant's Signature

12 JAN 16
Date

Filing Fee: 532.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

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

For City Use Only

M+B Map 42

Zone Case No.: 3126-C **Agenda No.:**

Request for zoning change from: A-2, T **To:** C-3

19.1 acres of unplatted land out of Block A4

on Lot(s): **Block(s):**

Subdivision: **Address:** 12502 Frankford

VL XC

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
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PROPOSED C-3 ZONING

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THENCE S. 88°13'28" E. an approximate distance of 2189.7 feet to a point for the Northeast corner of this tract;

THENCE S. 01°46'32" W. an approximate distance of 139.2 feet to a point for the most Easterly Southeast corner of this tract;

THENCE N. 88°27'45" W. an approximate distance of 482.0 feet to a point for a corner of this tract;

THENCE S. 01°46'32" W. an approximate distance of 158.8 feet to a point for the Northeast corner of the plat limits of said Tracts "A", "B" and "C", Mel Abbe Addition and a corner of this tract;

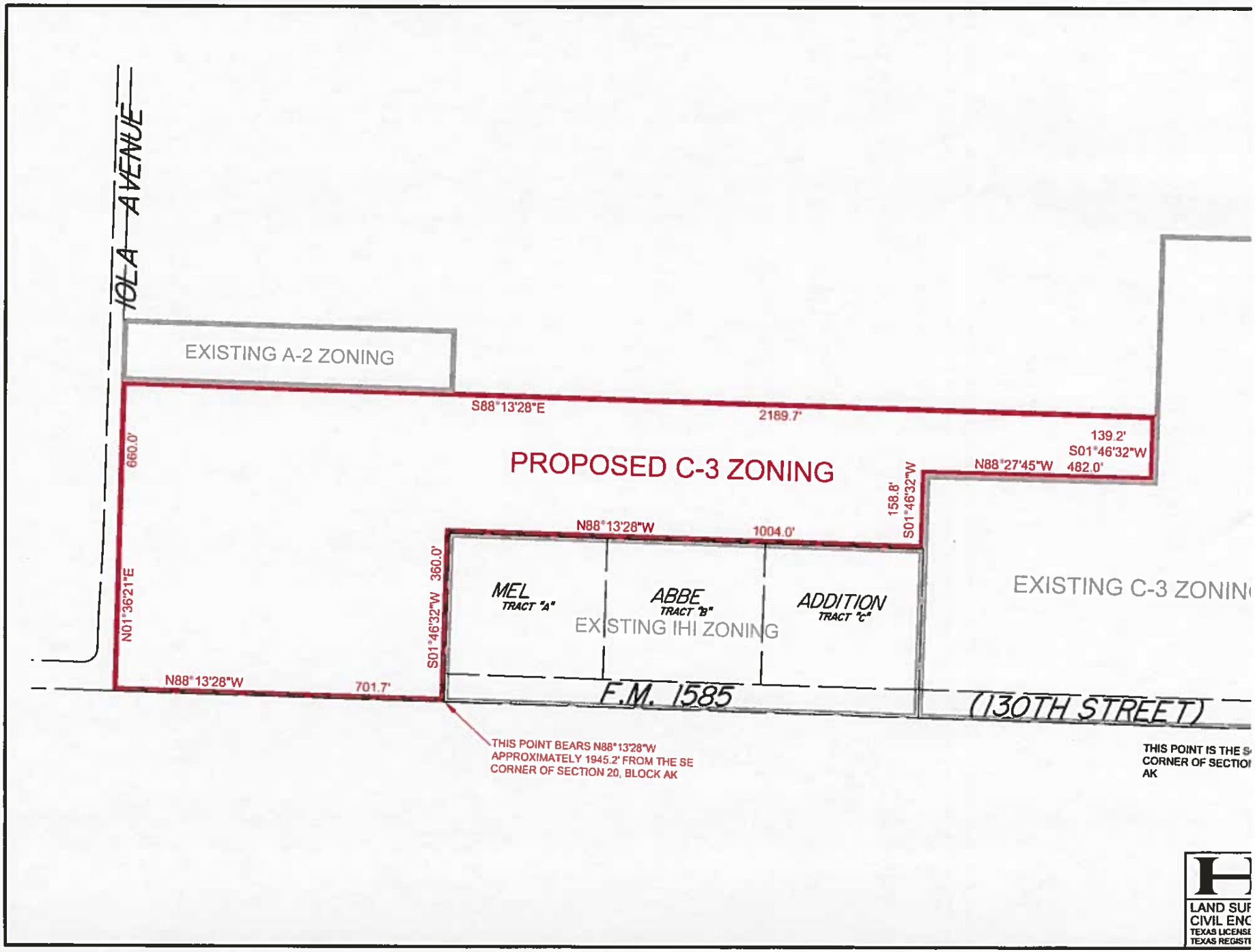
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THENCE S. 01°46'32" W., along the Western boundary of said plat limits, an approximate distance of 360.0 feet to the Point of Beginning.

January 11, 2016

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT A SURVEY.

NOT FOR RECORDING


IOLA AVENUE
EXISTING A-2 ZONING
S88°13'28"E
2189.7'
660.0'
PROPOSED C-3 ZONING
139.2'
S01°46'32"W
N88°27'45"W
482.0'
158.8'
S01°46'32"W
N88°13'28"W
1004.0'
360.0'
S01°46'32"W
N01°36'21"E
MEL
TRACT "A"
ABBE
TRACT "B"
ADDITION
TRACT "C"
EXISTING IHI ZONING
EXISTING C-3 ZONIN
N88°13'28"W
701.7'
F.M. 1585
(130TH STREET)
THIS POINT BEARS N88°13'28"W
APPROXIMATELY 1945.2' FROM THE SE
CORNER OF SECTION 20, BLOCK AK
THIS POINT IS THE S
CORNER OF SECTIO
AK
LAND SUR
CIVIL ENG
TEXAS LICENSE
TEXAS REGISTE

FRANKFORD AVE.
and F.M. 1585 INTERSECTION
HUGO REED

February 4, 2016
SWLLD, LLC - Zone Case # 3126-C
C-3 Zoning Request - 19.100 Acres

	Estimated R.O.W. Taking	Borrow Area
A.	Blue - 1.010 Ac.	N/A
B.	Green - 6.600 Ac.	N/A
C.	Yellow - 12.189 Ac.	N/A

POTENTIAL DEVELOPMENT AREA

	Request	Loss	Developable
A.	19.1	<1.010>	18.090 Ac.
B.	19.1	<4.388>	14.712 Ac.
C.	19.1	<7.766>	11.334 Ac.

2010 - 2020 Demographic Analysis

Development Area

			2010	(1)	2015	(1)	Projected 2020		% Increase 2020
1 130th Street and US 87	**Households**		1164		1427		2849	(2)	99%
South to 146th Street	**Population**	(1) 2.70 Persons/H.H.	3208		3859		7692		99%
West to Upland Avenue									
North to 130th Street									
East to US 87									
2 146th Street and US 87	**Households**		656		838		1070	(3)	27%
South to Woodrow Road	**Population**	(1) 3.23 Persons/H.H.	2128		2714		3456		27%
West to Upland Avenue									
North to 146th Street									
East to US 87									
3 Woodrow Road and US 87	**Households**		1041		1133		1346	(3)	8%
South to FM 41	**Population**	(1) 2.72 Persons/H.H.	2850		3091		3688		8%
West to Upland Avenue									
North to Woodrow Road									
East to US 87									
Total:	**Households**				3398		5265		55%
	Population				9664		14836		53%

(1) ESRI Forecasts provided by City of Lubbock

(2) 01.01.16 platting analysis: Existing Final/Preliminary Plats - Assumes 50% occupancy

(3) Assume same % of growth as 2010-2015 census period

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

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***3126-C***

In Favor of OG

Opposed ____

Reasons and/or Comments:

RECEIVED
JAN 26 RECD
PLANNING DEPARTMENT

Print Name David Giesbrecht

Signature: David Giesbrecht

Address: 7305 78th St. Lubbock Tx 79424

Address of Property Owned: Mel Abbe Addition, Trac A
FM 1585

Zone Case Number: **3126-C** 93853
GIESBRECHT DAVID & SARA
7305 78TH ST

LUBBOCK TX 79424-5205

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

6

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In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
JAN 29 REC'D
PLANNING DEPARTMENT

Print Name Keith Bryant Lubbock-Cooper ISD

Signature: Keith Bryant

Address: 16302 Loop 493 Lubbock, TX 79423

Address of Property Owned: No Address - school land at 1585 + Iola

Zone Case Number: 3126-C 93854
LUBBOCK COOPER ISD
801 14TH ST
16302 LOOP 493

LUBBOCK TX 79423

Regular City Council Meeting **6. 8.**

Meeting Date: 02/25/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3278, a request of Burl W. Masters, for Slide & 1585, LLC, for a zoning change from T to C-3 on 74.584 acres of unplatted land out of Block AK, Section 8, 5201 130th Street, and consider an ordinance.

Item Summary

General comments:
This request is for 74.584 acres of land to rezone from T to C-3 at the southwest corner of Slide Road and 130th Street.

Adjacent land uses:
North: Primarily vacant land, outside the city limits;
South: Vacant land, zoned T;
East: Primarily vacant land, outside the city limits; and
West: vacant and industrial uses, outside the city limits.

Comprehensive Land Use Plan (CLUP):
Under the current CLUP, the C-3 zoning along 130th Street and Slide Road is considered strip commercial and is not consistent with the CLUP as the commercial should be located at the intersections of major thoroughfares and limited to 10 acres on each corner and limited to 660 feet from the intersection.

Without a comprehensive plan update to accurately compare land use requests to the market, we are forced to respond to requests made by the market itself. Although staff believes this is an appropriate request along a road similar to Loop 289, no comprehensive plan has been reviewed by city staff, the Planning & Zoning (P&Z) Commission, the City Council, or the citizens of Lubbock that includes the outer loop. While the P&Z did not want to delay this and similar zone cases, the P&Z has requested that staff find a way to update the CLUP.

Zoning Policy:
The commercial zoning along 130th Street would have been consistent with zoning policy if the amendment to the current CLUP had been adopted in anticipation of the proposed outer loop. Currently, the C-3 zoning along both 130th Street and extending south along Slide Road, are not consistent with the policy as they are considered strip commercial and have the potential of causing traffic issues in the future.

In anticipation of an amendment to the current CLUP in the near future that would reflect the outer loop, staff has less of a concern towards the request for C-3 along 130th Street. TxDOT will have control of curb cuts along the street and future loop.

Effect on the adjacent street and thoroughfare system:
Strip commercial can cause traffic issues, along with disrupting the way our thoroughfares are supposed to carry vehicular traffic within the city. If the outer loop is constructed, traffic along 130th Street will have different expectations and will impact the thoroughfare system similarly to Loop 289.

Recommendations:
Based on the current CLUP and zoning policy, staff recommends against the case.

On February 4, 2016, the Planning and Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

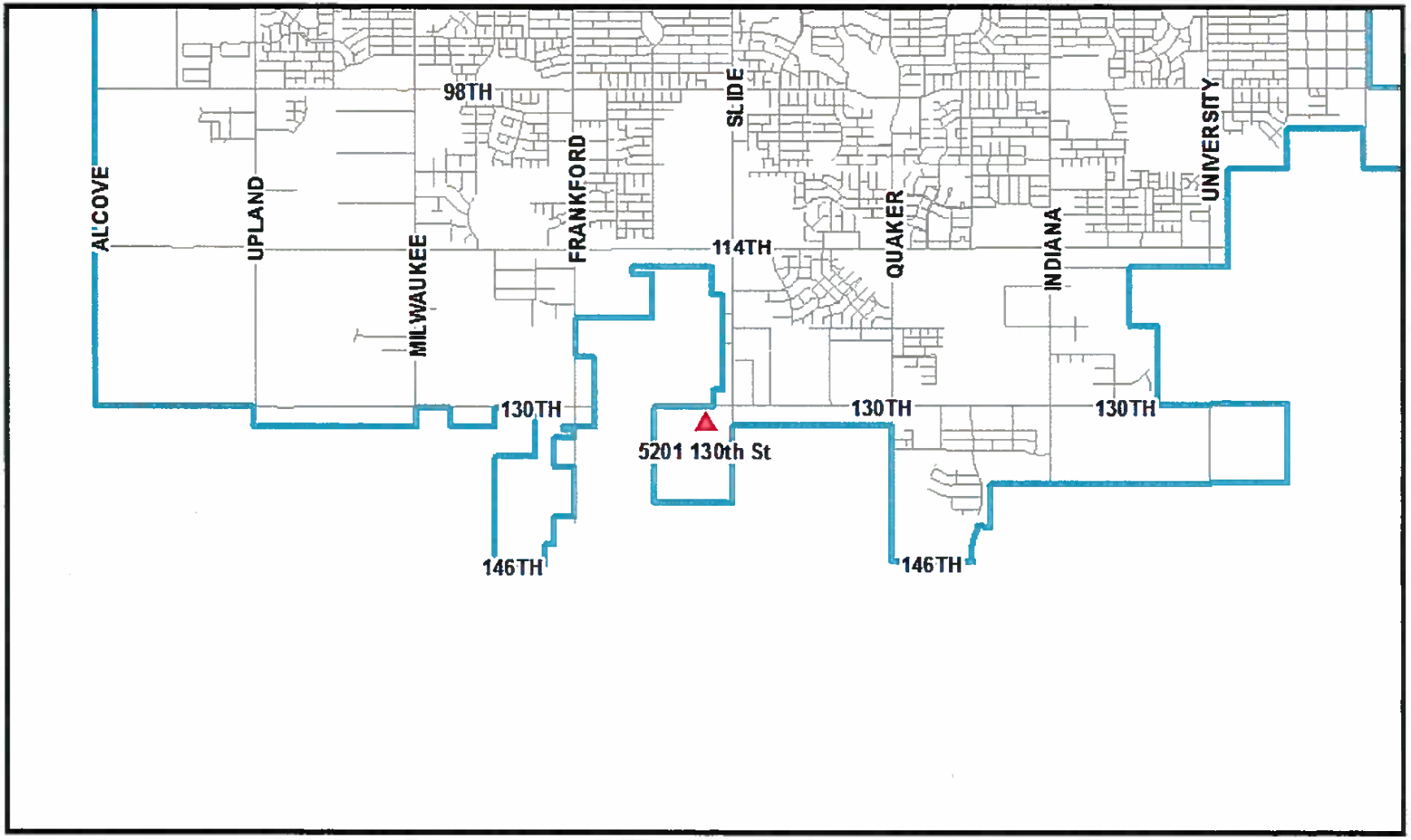
None.

Staff/Board Recommending

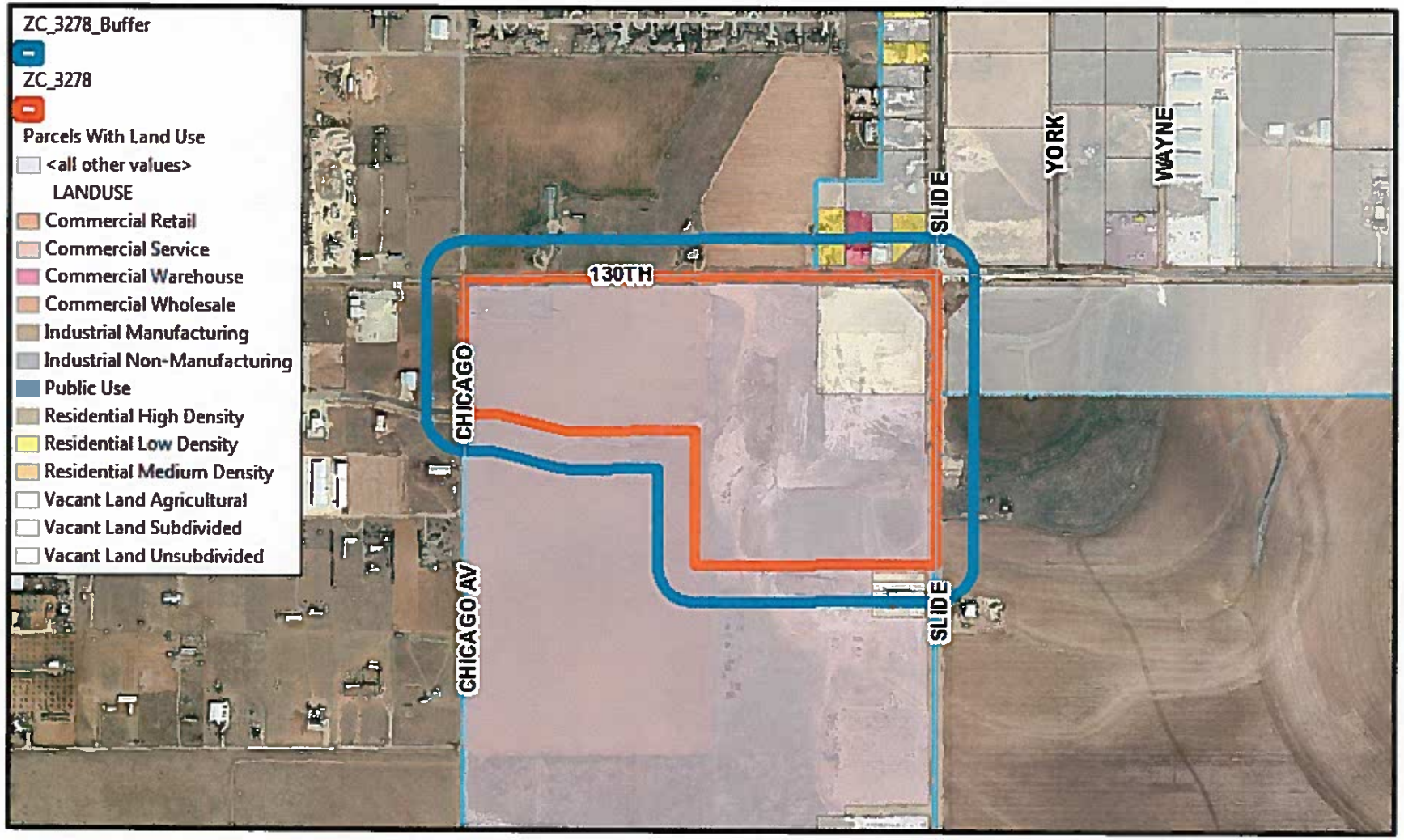
Bill Howerton, Assistant City Manager

Attachments

Zone Case 3278 Backup
Ordinance 3278

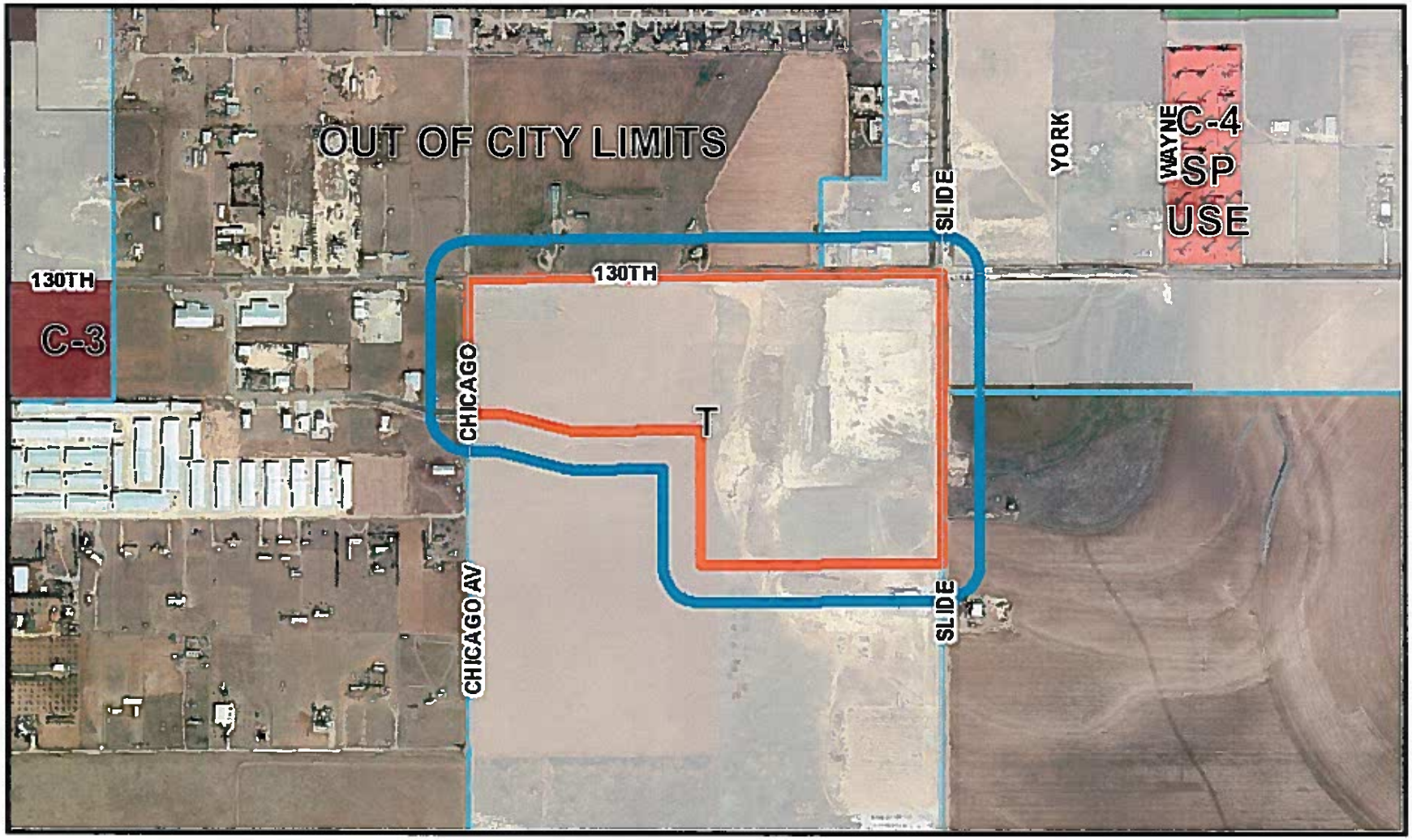


P.Z.C. Case 3278



P.Z.C. Case 3278

Request of Burl W. Masters (for Slide & 1585, LLC) for a zoning change from T to C-3, 5201 130th Street



P.Z.C. Case 3278 Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) BURL W. MASTERS — **For** SLIDE 1585, LLC

P.O. Box 94890 — Street/Post Office Box

LUBBOCK TX 79493 — City State Zip

806 543 6662 — Telephone

( ) — Telephone

Location or Address: 130TH ST. & SLIDE RD.

Legal Description:* SEE ATTACHED

Existing Land Use: VAC **Existing Zoning:** R-1

Acreage or Square Footage of Property: 74.584

Zoning Requested: C-3

Proposed Development: COMMERCIAL/RETAIL

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

Applicant's Signature

12 JAN 16 — **Date**

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

Filing Fee: 697.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

For City Use Only

MAP 71

Zone Case No.: 3278 **Agenda No.:**

Request for zoning change from: — **To:** C-3

74.584 acres of unplatted land out of block A-K Section 8

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 5201 130th

VS rr.

SLIDE ROAD
and FAI 1585 INTERSECTION
HUGO REED

February 4, 2016
Slide & 1585, LLC - Zone Case #3278
C-3 Zoning Request - 74.584 Acres

	Estimated R.O.W. Taking	Borrow Area
A.	Yellow - 1.010 Ac.	22.515 Ac.
B.	Green - 6.600 Ac.	22.515 Ac.
C.	Blue - 12.189 Ac.	22.515 Ac.

POTENTIAL DEVELOPMENT AREA

	Request	Loss	Developable
A.	74.584	<23.525>	51.059 Ac.
B.	74.584	<29.115>	45.469 Ac.
C.	74.584	<34.704>	39.880 Ac.

2010 - 2020 Demographic Analysis

Development Area

			2010	(1)	2015	(1)	Projected 2020		% Increase 2020
1 130th Street and US 87 South to 146th Street West to Upland Avenue North to 130th Street East to US 87	**Households**		1164		1427		2849	(2)	99%
	Population	(1) 2.70 Persons/H.H.	3208		3859		7692		99%
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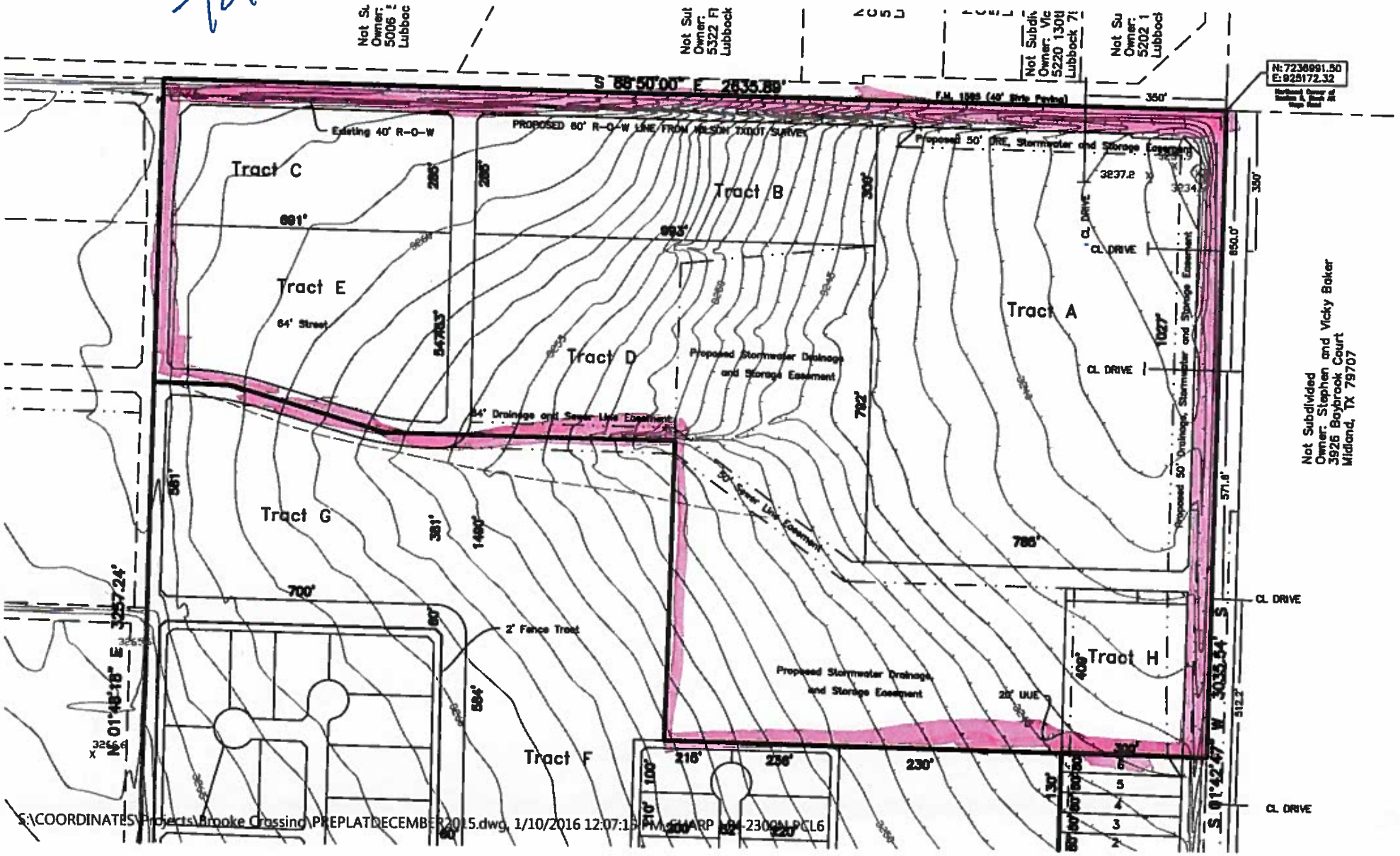
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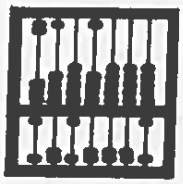
Need Zone Case Legal

74.6 Acres



ABACUS ENGINEERING SURVEYING

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



"Count on it"

Metes and Bounds Description prepared for Zone Change Purposes Only on a 74.584 Acre tract out of Section 8, Block AK, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at the Northeast corner of Section 8, Block AK;

THENCE S 01°42'47" W, with the East line of Section 8, 1619.26 feet;

THENCE N 88°41'10" W, 1345.27 feet;

THENCE N 02°00'42" E, 752.25 feet;

THENCE N 88°51'55" W, 717.07 feet;

THENCE N 73°27'55" W, 400.66 feet;

THENCE N 88°06'36" W, 191.31 feet;

THENCE N 01°48'18" E, 755.42 feet;

THENCE S 88°50'00" E, with the North line of Section 8, 2635.89 feet; to the PLACE of BEGINNING, containing 74.584 Acres

Prepared for Zone Change Purposes only, does not represent an actual survey.

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

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3278

In Favor of ✓

Opposed ___

Reasons and/or Comments:

RECEIVED
JAN 28 REC'D
PLANNING DEPARTMENT

Print Name: Jim Blakeley

Signature: [signature]

Address: 13520 Slide Rd Lubbock TX 79424

Address of Property Owned: Same

Zone Case Number: 3278
CAPRICHO INTERIORS LLC
13520 SLIDE RD

LUBBOCK TX 79424

95891

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

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3278**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
JAN 27 REC'D
PLANNING DEPARTMENT

Print Name Jim Blakeley

Signature: [signature]

Address: 13520 Slide Rd Lubbock TX 79424

Address of Property Owned: Same

2 of 9

Zone Case Number: 3278 95891
CAPRICHO INTERIORS LLC
13520 SLIDE RD

LUBBOCK TX 79424

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3278**

In Favor of ____

Opposed X

RECEIVED
JAN 26 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

This does not fit the current land use of the city. 10 acres land zoned with some garden office should only be allowed. The city has worked hard for 20 years getting control of future growth. This much commercial will hurt badly.

Print Name Michael Pustar

Signature: Michael Pus

Address: 3110 Frankford Ave

Address of Property Owned: 14[illegible]th & Slide Road & 104th & Frankford & 132nd & Frankford

1 of 8

Zone Case Number: 3278 R131272
104TH & FRANKFORD/AFFORDABLE
STORAGE INC
3110 FRANKFORD AVE

LUBBOCK TX 79407

01/25/2016 19:24 8067853450 GARGOYLE STRUCTURES PAGE 02/02

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. 3278;** A ZONING CHANGE FROM **T** TO **C-3** ZONING DISTRICT ON **74.584 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 8,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

ZONE CASE NO. 3278

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **C-3** zoning district on **74.584 acres**

of unplatted land out of Block AK, Section 8, City of Lubbock, Lubbock County, Texas, located at **5201 130th Street**, 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

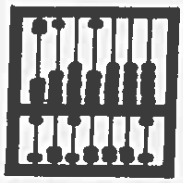
APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC3278
February 4, 2016

ABACUS ENGINEERING SURVEYING

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



"Count on it"

Metes and Bounds Description prepared for Zone Change Purposes Only on a 74.584 Acre tract out of Section 8, Block AK, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at the Northeast corner of Section 8, Block AK;

THENCE S 01°42'47" W, with the East line of Section 8, 1619.26 feet;

THENCE N 88°41'10" W, 1345.27 feet;

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THENCE S 88°50'00" E, with the North line of Section 8, 2635.89 feet; to the PLACE of BEGINNING, containing 74.584 Acres

Prepared for Zone Change Purposes only, does not represent an actual survey.

Regular City Council Meeting **6. 9.**

Meeting Date: 02/25/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3279, a request of David R. Miller, for MacDonald Companies, for a zoning change from T, C-3, and A-2, to A-2 Specific Use on 11.3 acres of unplatted land out of Block AK, Section 22, 9901 Upland Avenue, and consider an ordinance.

Item Summary

General comments:
The request is to rezone a property from Transitional, C-3, and A-2 to A-2 Specific Use for Apartments (proposed senior living complex).

Adjacent land uses:
North: C-3 and T - Vacant;
South: Garden Office - Vacant;
East: R-1 Residential – Vacant residential, new subdivision The Ridge; and
West: Upland Ave, A-2 E-life new campus to the Southwest.

Comprehensive Land Use Plan (CLUP):
The project is consistent with the CLUP as it abuts residential to the west and buffers the property both from the commercial corner and the major thoroughfare, Upland Aveune.

Zoning Policy:
A buffer districts such as A-2 is intended to provide alternative higher density multi-family developments which would be harmonious and compatible with lower-density uses.

Effect on the adjacent street and thoroughfare system:
None.

Recommendations:
Staff supports the request with the following condition:
1. That the request be tied to the site plan with the ability of staff to approve minor modifications.

On February 4, 2016, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following conditions:
1. That the request be tied to the site plan with the ability of staff to approve minor modifications.

Fiscal Impact
None.

Staff/Board Recommending
Bill Howerton, Assistant City Manager

Attachments

Ordinance 3279
Zone Case Map - 3279

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. 3279;** A ZONING CHANGE FROM **T, C-3, AND A-2** TO **A-2 SPECIFIC USE** FOR **APARTMENTS**, ON **11.3 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 22,** LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

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

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

ZONE CASE NO. 3279

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 **T, C-3 and A-2** to **A-2 Specific Use** for **apartments** on **11.3 acres of unplatted land out of Block AK, Section 22,** City of Lubbock, Lubbock County, Texas, located at **9901 Upland Avenue**, subject to conditions, and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITION:

1. **THAT the zone change be tied to the proposed site plan with the ability of staff to approve minor modifications.**

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 **T, C-3 and A-2** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **9901 Upland Avenue**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3279
February 4, 2016

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

LAND SURVEYORS
CIVIL ENGINEERS

PROPOSED A-2 ZONING

METES AND BOUNDS DESCRIPTION of an approximate 11.3 acre tract of land located in Section 22, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the West line of Section 22, Block AK for the Northwest corner of this tract which bears S. 01°51'02" W. an approximate distance of 580.0 feet from the Northwest corner of Section 22, Block AK, Lubbock County, Texas;

THENCE S. 88°00'44" E. an approximate distance of 900,0 feet to a point in the West line of a 20 foot alley for the Northeast corner of this tract;

THENCE S. 01°51'02" W., along said 20 foot alley, an approximate distance of 545.00 feet to a point for the Southeast corner of this tract;

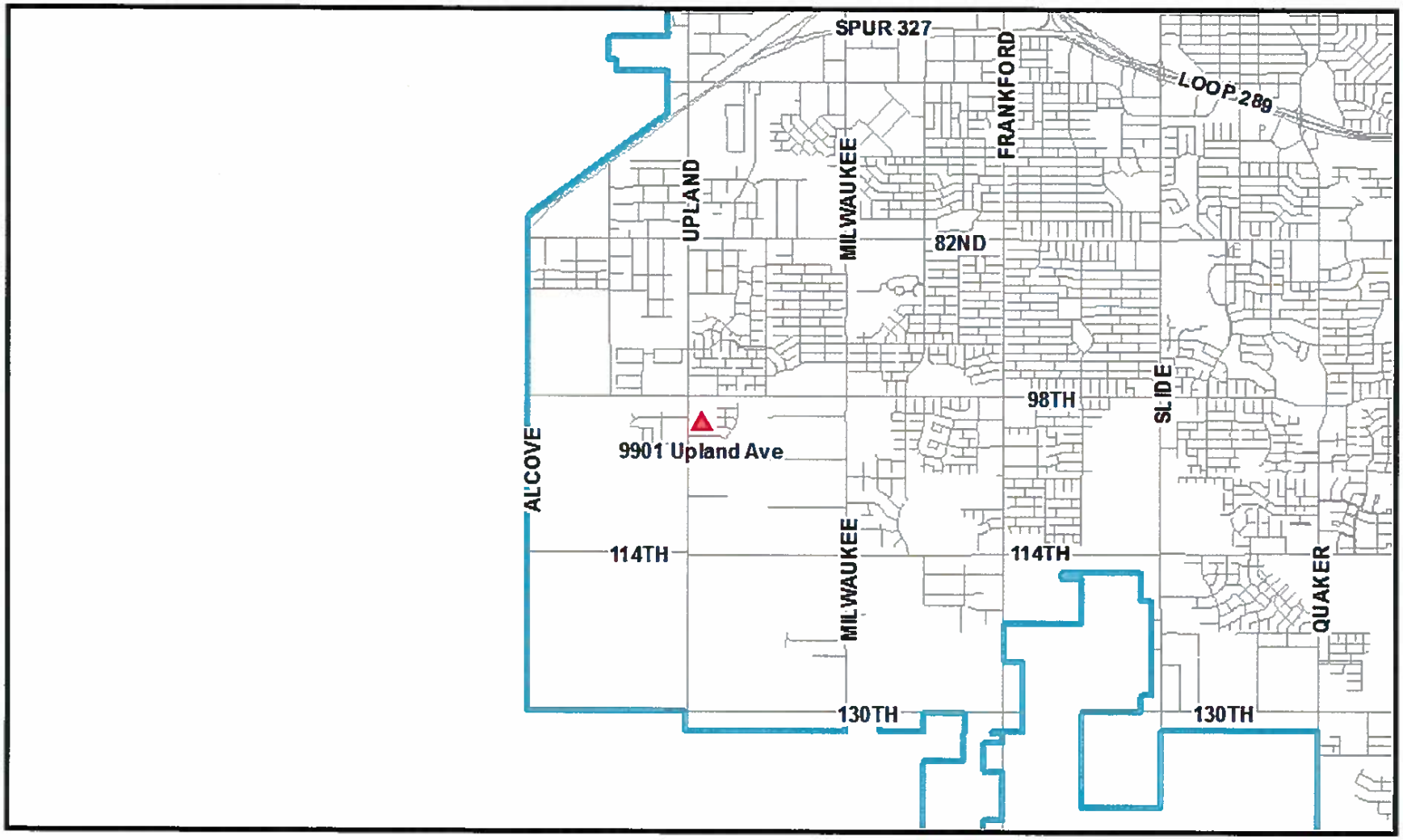
THENCE N. 88°00'44" W. an approximate distance of 900.0 feet to a point in the West line of said Section 22, Block AK for the Southwest corner of this tract;

THENCE N. 01°51'02" E., along the West line of said Section 22, Block AK, an approximate distance of 545.0 feet to the Point of Beginning.

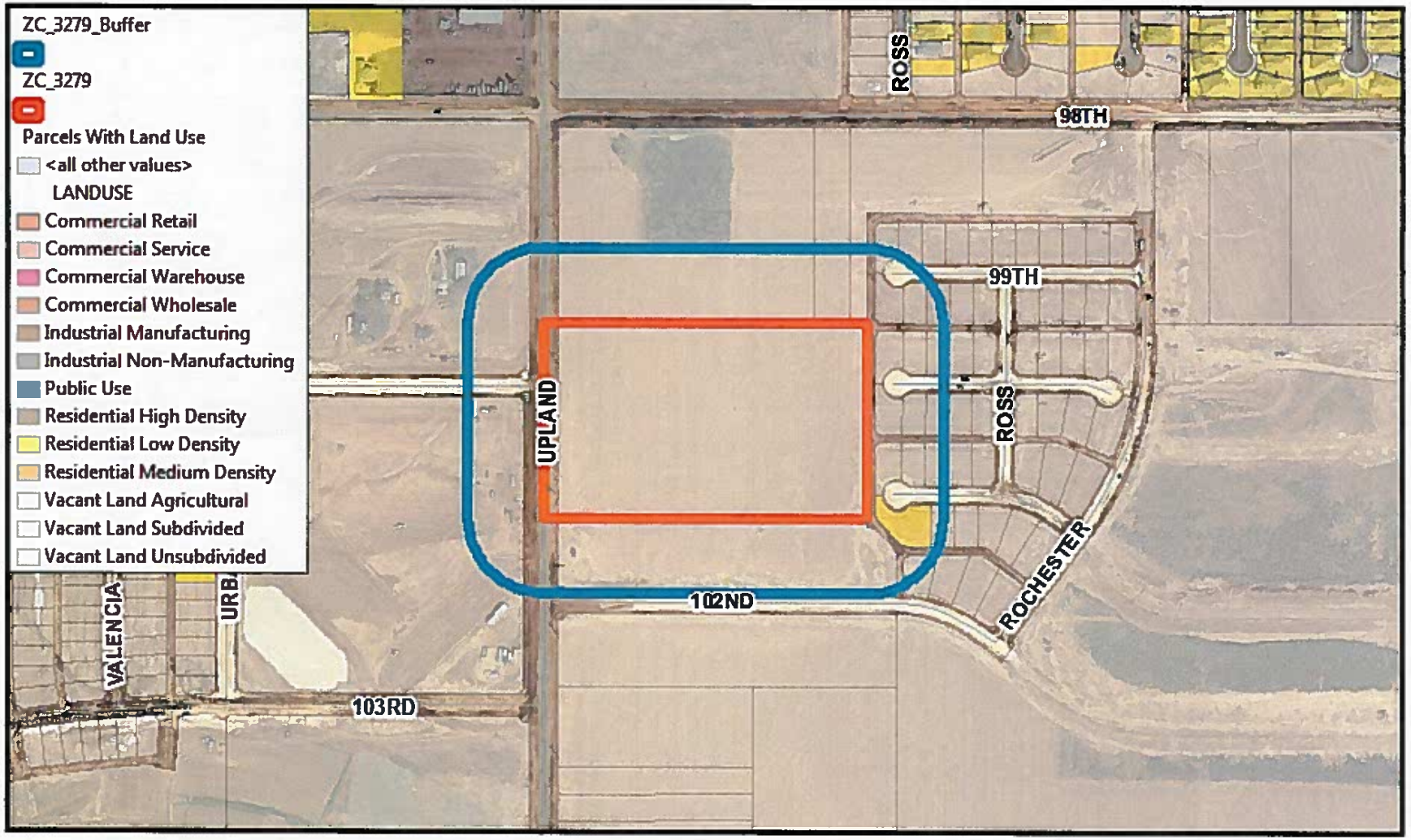
January 8, 2016

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT A SURVEY.

NOT FOR RECORDING

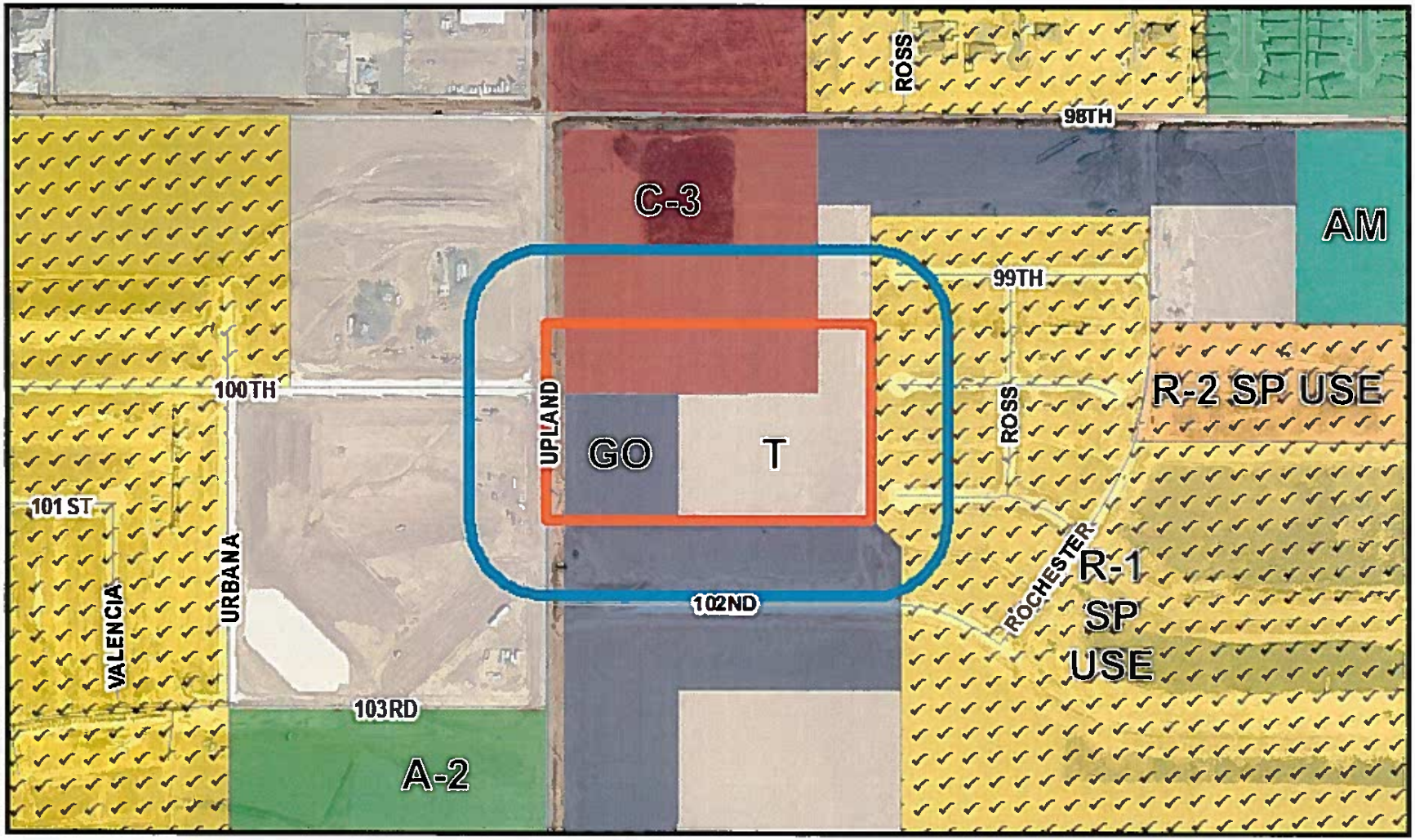


P.Z.C. Case 3279

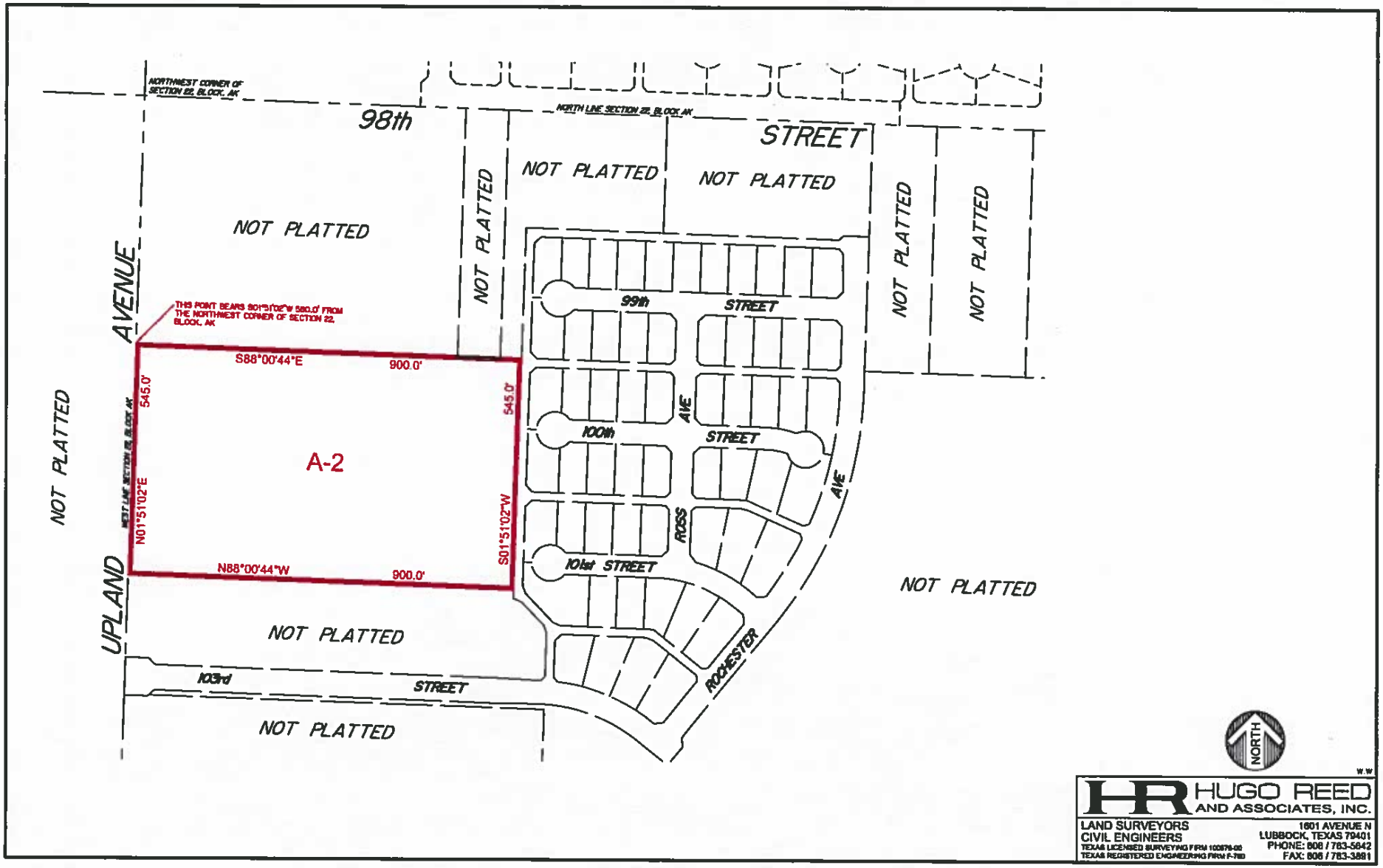


P.Z.C. Case 3279

Request of David R. Miller (for MacDonald Companies) for a zoning change from GO, T, and C-3 to A-2, 9901 Upland Avenue



P.Z.C. Case 3279 Zoning


NORTHWEST CORNER OF SECTION 22, BLOCK, AK
NORTH LINE SECTION 22, BLOCK AK
98th STREET
NOT PLATTED
NOT PLATTED
NOT PLATTED
NOT PLATTED
NOT PLATTED
NOT PLATTED
AVENUE
THIS POINT BEARS S01°51'02"W 580.0' FROM THE NORTHWEST CORNER OF SECTION 22, BLOCK, AK
S88°00'44"E
900.0'
545.0'
545.0'
A-2
N01°51'02"E
S01°51'02"W
N88°00'44"W
900.0'
WEST LINE SECTION 22, BLOCK AK
NOT PLATTED
UPLAND
NOT PLATTED
103rd STREET
NOT PLATTED
99th STREET
100th STREET
101st STREET
AVE
ROSS
AVE
ROCHESTER
NOT PLATTED
NORTH
HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5942
FAX: 806 / 763-3891

PROJECT TABULATIONS

UNIT DATA

UNIT	TYPE	QUAN.	AREA	TOTALS
A1	1B/1B	64	709	45,376 SF
B1	2B/2B	40	983	39,320 SF
B2	2B/2B	16	1,115	17,840 SF

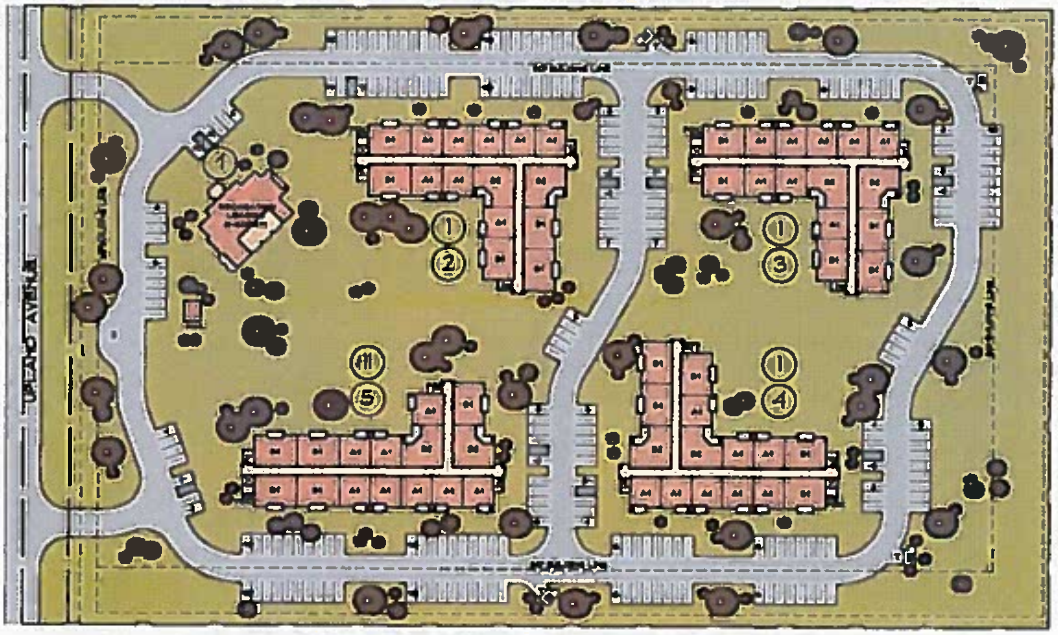
TOTAL UNITS	120	U
AVG. UNIT SIZE	854	SF
TOTAL UNIT AREA	102,536	SF
REC/ LEASING OFFICE	3,239	SF
TOTAL BLDG. AREA	105,775	SF

SITE DATA

LAND AREA	11.45 ACRES
DENSITY	10.5 U/A

PARKING DATA

REQUIRED	(1.5 SP / 1 BR; 2 SP / 2 BR) (1 SP / 4 UNITS)	235 SP
PROVIDED	(237 OPEN, 12 HC)	249 SP



SITE PLAN

MACDONALD COMPANIES

0 25' 100' 150'

ARCHITECT:
RICK E. KITTELSON #7022
PRELIMINARY - NOT TO BE USED FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION
DATE: 29 JAN 16

ESTACADO PLACE SENIOR HOUSING

LUBBOCK, TEXAS 120 UNITS

ARCHON CORPORATION
ARCHITECTS / PLANNERS
2929 CARLISLE STREET
SUITE 130 - DALLAS, TX
75204 214/526-0731

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

PROPOSED A-2 ZONING

METES AND BOUNDS DESCRIPTION of an approximate 11.3 acre tract of land located in Section 22, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the West line of Section 22, Block AK for the Northwest corner of this tract which bears S. 01°51'02" W. an approximate distance of 580.0 feet from the Northwest corner of Section 22, Block AK, Lubbock County, Texas;

THENCE S. 88°00'44" E. an approximate distance of 900,0 feet to a point in the West line of a 20 foot alley for the Northeast corner of this tract;

THENCE S. 01°51'02" W., along said 20 foot alley, an approximate distance of 545.00 feet to a point for the Southeast corner of this tract;

THENCE N. 88°00'44" W. an approximate distance of 900.0 feet to a point in the West line of said Section 22, Block AK for the Southwest corner of this tract;

THENCE N. 01°51'02" E., along the West line of said Section 22, Block AK, an approximate distance of 545.0 feet to the Point of Beginning.

January 8, 2016

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT A SURVEY.

NOT FOR RECORDING

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) David R. Miller
5001 W. Loop 289
Street/Post Office Box
LBK TX 79414
City State Zip
(806) 797-3162 cell: 806-239-5914
Telephone

For MacDonald Companies
2951 Fall Creek RD
Street/Post Office Box
Kerrville TX 78028
City State Zip
(830) 257-5323
Telephone

Location or Address: Upland & 100th Street.

Legal Description:* Section 22 BLK AK.

Existing Land Use: VACANT **Existing Zoning:** GO

Acreage or Square Footage of Property: 11.26

Zoning Requested: A-2

Proposed Development:

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

Applicant's Signature Date

Filing Fee: $508 pd CK # 040780
($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

MNB map 43

Zone Case No.: 3279 **Agenda No.:**

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

11.3 acres of unplatted land out of block AK section 22

on Lot(s): **Block(s):**

Subdivision: **Address:** 9901 Upland Ave

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

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3279**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
FEB – 5 RECD
PLANNING DEPARTMENT

Print Name CARY & LETICIA Mitchell

Signature: Cary & Leticia Mitchell

Address: 3635 Chancellor Way, W Lafayette IN 47906

Address of Property Owned: Land with co-owners.
Dr. Enrico David Aguas
& his wife TERESITA Aguas
of LBB, TX

6 of 8

Zone Case Number: 3279 90728
MITCHELL CARY & LETICIA
3635 CHANCELLOR WAY

WEST LAFAYETTE IN 47906

Regular City Council Meeting **6. 10.**

Meeting Date: 02/25/2016

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2016-O0018 for Zone Case 2740-A, a request of Jonathan Martindale, for Amerco Real Estate Company, for a zoning change from C-4 to C-4 Specific Use for mini warehouses on Lots 1 and 2, McDonald Addition, and Lot A and the balance of Lot 9, 2 less the SE 62 feet by 124 feet, Stubbs Subdivision, 3511 Avenue Q and 3504 Avenue P.

Item Summary

On January 28, 2016, the City Council approved the first reading of the ordinance.

General comments:
This specific use case is to extend the existing U-Haul and mini-warehouse project at Avenue Q and 34th Street one block south, to 36th Street. At this time, it is undetermined if U-Haul will reuse the existing building. There will likely be a combination of products on this site, including mini-warehouses, inside storage, and possible U-Haul pod style units. Because these details are not available at this time, a site plan will be brought back to the Planning and Zoning (P&Z) Commission, for approval, prior to a building permit.

Adjacent land uses:
North: existing mini-warehouses, zoned C-4 Specific Use
South: zoned R-3, generally built out as single family
East: partially commercial zoning, C-3, and R-1 single family; and
West: across Avenue Q is zoned C-4

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

Zoning Policy:
The request is consistent with the current zoning policies. Mini-warehouses are permitted only under a specific use zone case, which is considered on a case-by-case basis for its own merits in each location. This instance happens to be a future expansion of an existing project and will be built consistent with it and the surrounding area.

Effect on the adjacent street and thoroughfare system:
There should be little to no additional impact on the adjacent thoroughfares.

Recommendations:
Staff recommends the case with the following condition:
1. That the final site plan be reviewed and approved by the P&Z Commission prior to issuance of a building permit.

On January 7, 2016, the P&Z Commission recommended the request with a unanimous vote, with the following conditions:
1. That the final site plan be reviewed and approved by the P&Z Commission prior to issuance of a building permit.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - 2740-A
Zone Case - 2740-A

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2740-A;** A ZONING CHANGE FROM **C-4** TO **C-4 SPECIFIC USE** FOR **MINI WAREHOUSES,** ON **LOTS 1 AND 2, MCDONALD ADDITION, AND LOT A AND THE BALANCE OF LOT 9, 2 LESS THE SE 62 FEET BY 124 FEET, STUBBS SUBDIVISION,** LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

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

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

ZONE CASE NO. 2740-A

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-4** to **C-4 Specific Use** for **mini warehouses** on **Lots 1 and 2, McDonald Addition, and Lot A and the balance of Lot 9, 2 less the SE 62 feet by 124 feet, Stubbs Subdivision,** City of Lubbock, Lubbock County, Texas, located at **3511 Avenue Q and 3504 Avenue P,** subject to conditions.

SUBJECT TO THE FOLLOWING CONDITION:

1. **THAT the final site plan be reviewed and approved by the Planning and Zoning Commission prior to issuance of a building permit.**

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-4** 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 **3511 Avenue Q and 3504 Avenue P**, 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:

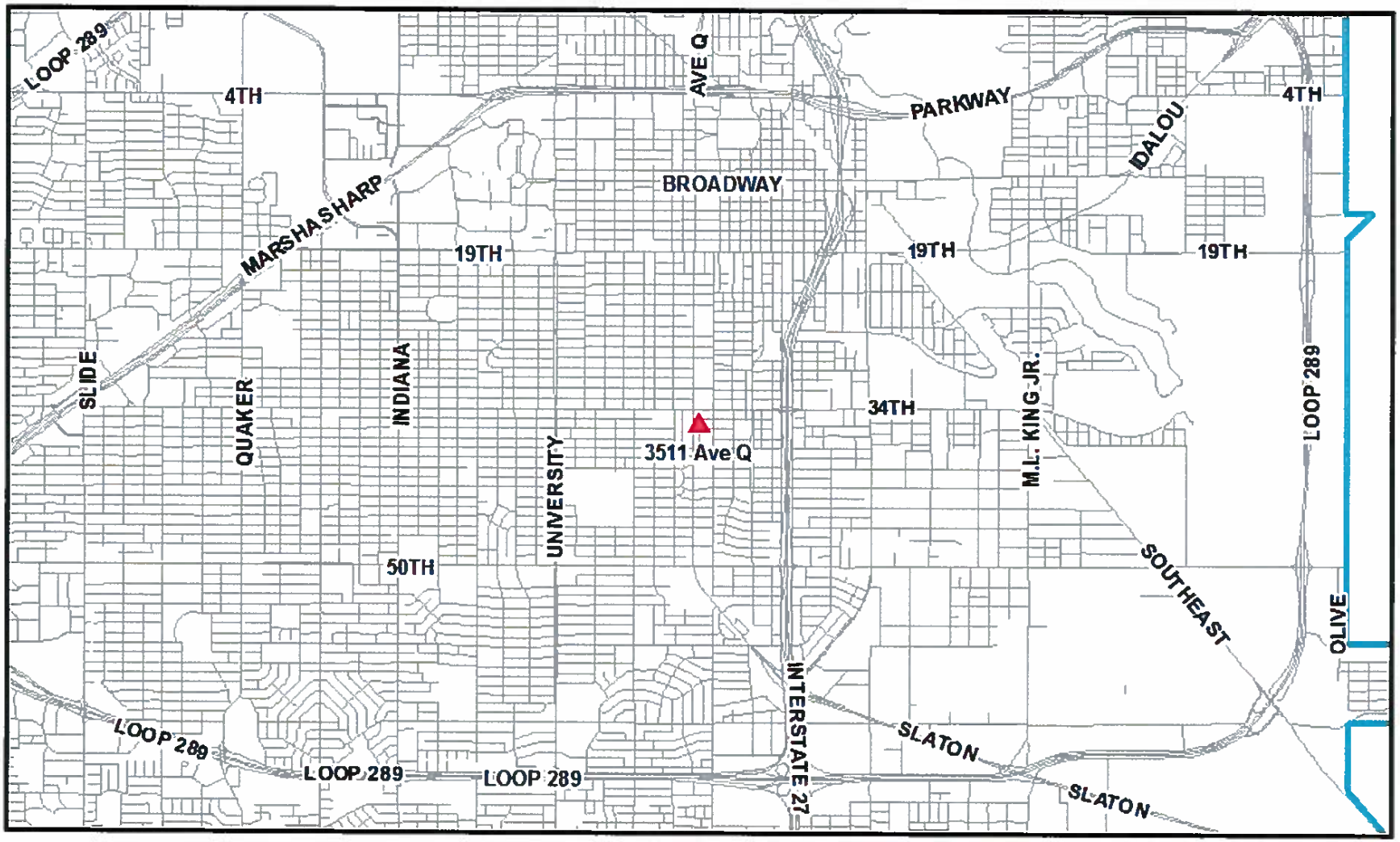
FOR ANDREW PAXTON

Andrew Paxton, Director of Planning

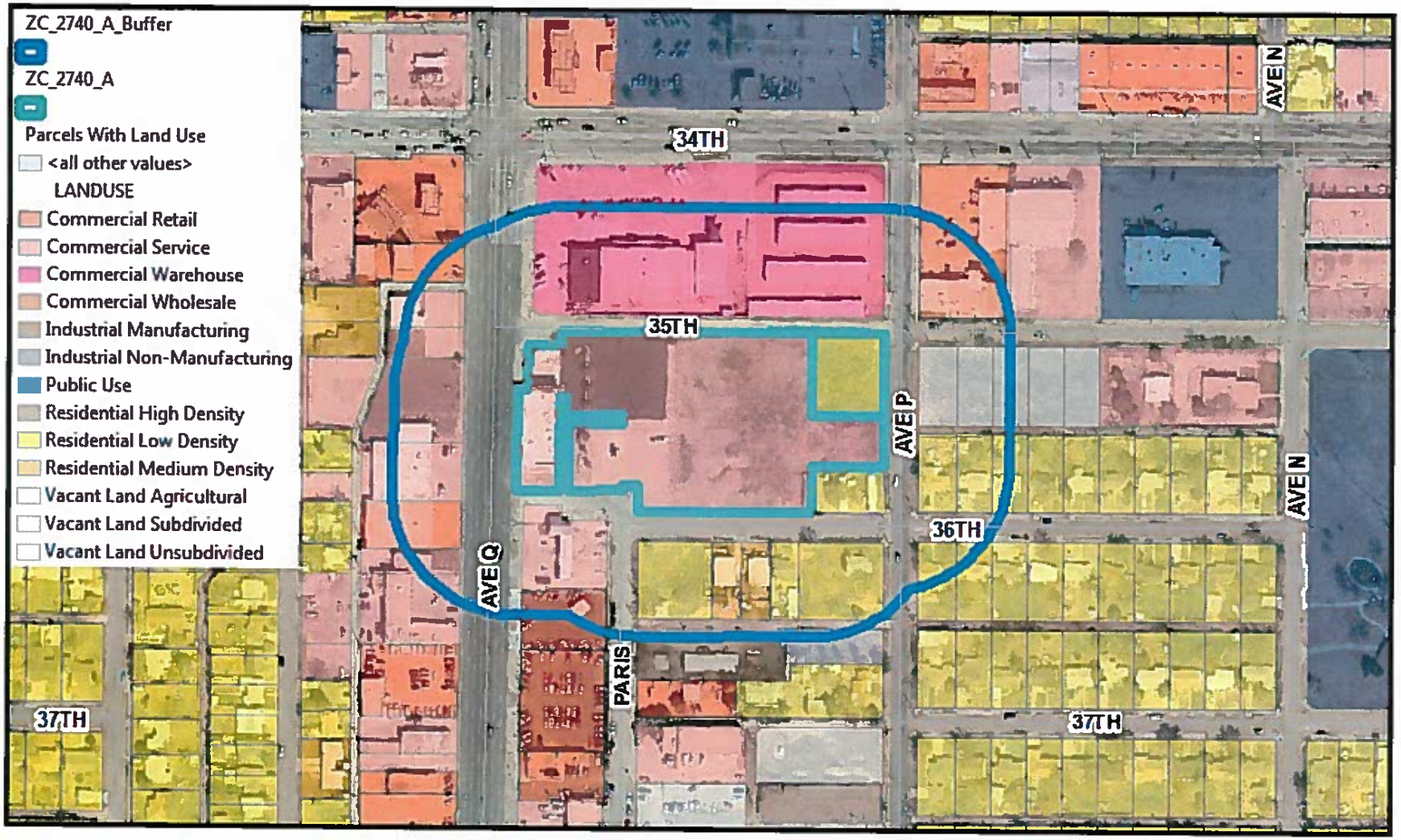
APPROVED AS TO FORM:

Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC2740-A
January 7, 2016

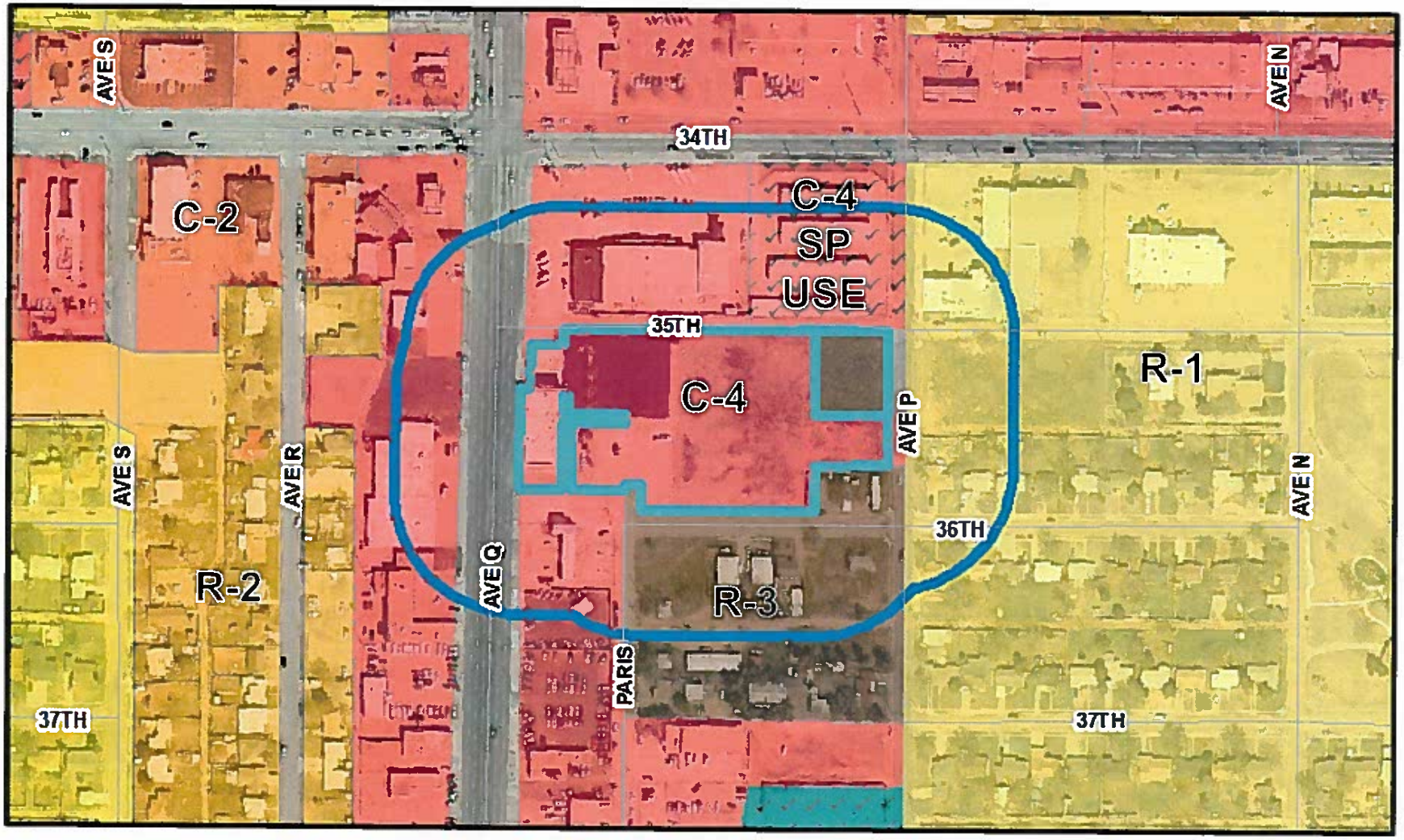


P.Z.C. Case 2740-A



P.Z.C. Case 2740-A

Request of Jonathan Martindale (for Amerco Real Estate Company) for a zoning change from C-4 to C-4 Specific Use for mini warehouses, 3511 Avenue Q and 3504 Avenue P



P.Z.C. Case 2740-A Zoning

3511 Avenue Q, Lubbock, TX 79412
SITE
34th St
35th St
36th St
Avenue Q
Avenue P
Avenue R
Paris Ave
Catalina's Restaurant
Subway
Josie's Authentic Mexican Food
Stripes
Lubbock Furniture & Hot Tub Ou

City of Lubbock
Specific Use Narrative
for
U-Haul Moving & Storage of Lubbock
3511 Avenue Q
Lubbock, TX 79412



Date: 11/25/2015

Project Description:

Amerco Real Estate Company, the real estate branch for U-Haul, is under contract to purchase the property located at 3511 Avenue Q. The property is abutting our current U-Haul location and the intent is for expansion of self-storage and truck and trailer rental.

The existing U-Haul Moving and Storage of Lubbock has been serving Lubbock community members since 1977. This Store provides self-storage, truck and trailer rental, and retail sales. After serving our community for almost 40 years, we are looking for opportunity to expand. We have had great success serving our customers and our objective is to offer more products and better services.

The proposed project is abutting our U-Haul of Lubbock to the south. It is located on the west side of 'Highway 27/Marshall Formby Memorial Highway' and the south side of '34th Street'; more specifically located on 'Avenue Q (US 84)'. It is zoned C-4 Commercial District within a commercial corridor of the City of Lubbock in Lubbock County. The site consists of two lots which are identified as Parcel 38834 and 95328. The total site area is approximately 3.6 acres. The existing use of the site is Office. Currently, the parcel is occupied by one commercial building; which was built in 1953.

Description of Proposal:

U-Haul is committed to increasing its investment in Lubbock and being an integral and contributing member of the community. Towards this endeavor, we propose an expansion of our current location which includes an adaptive reuse into a U-Haul Moving and Storage Store. We propose U-Haul truck and trailer rental to provide a one-stop shop to our community. This renovation will include self storage, interior tenant improvements, exterior architectural enhancements and landscaping.

We have a long and proud history of taking underutilized commercial, office and industrial properties and turning them into productive businesses that provide jobs and help to promote infill development to meet citizens' needs while preserving the natural resources and land normally required for new construction. Please see some of the historic conversions here http://blogs.uhaul.com/detroit/uhaul-history-of-revitalization/.


Cabela's
OUTPOST
LUBBOCK
LOOP 289
AND 34th ST


Cabela's
OUTPOST
LUBBOCK
LOOP 289
AND 34th ST.





city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Jonathan Martindale
UHC of W Texas
826 S. Clark St.
Street Post Office Box
Abilene TX 79605
City State Zip
(325) 692-9130
Telephone

For Amerco Real Estate Company
2727 N. Central Ave., Ste. 500
Street Post Office Box
Phoenix AZ 85004
City State Zip
(602) 263-6555
Telephone

Location or Address: 3511 Avenue Q; Lubbock, TX 79412

Legal Description:* PIN: 38834 McDonald L 1&2 Stubbs LA & BAL of L9 & 2 less NE 124'X 145.5' & SE 62' X 124' PIN: 95328, Stubbs BLK 2 E 124' of N142.5'

Existing Land Use: C-S & RL (38834) (95328) **Existing Zoning:** C4-commercial

Acreage or Square Footage of Property: approximately 3.163 acres

Zoning Requested: C-4 specific use zoning district

Proposed Development: U-Haul Moving & Storage of Lubbock - Self storage and mini warehouse.

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

Applicant's Signature

11-30-15
Date

Filing Fee: $484.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

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

For City Use Only

PIN: 95328 38834 Map 6

Zone Case No.: 2740-A **Agenda No.:** _____

Request for zoning change from: C-4 **To:** C-4 SP USE

Lots 1 and 2 McDonald Addition and
on Lot(s): A and the balance of Lot 9, **Block(s):** 2 less the SE 62' x 124'

Subdivision: STUBBS **Address:** 3511 Ave Q and 3504 Ave P

KS

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

4

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 2740-A**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
JAN – 4 REC'D
PLANNING DEPARTMENT

Wendell's Auto Sales

Print Name Wendell Dixon

Signature: Wendell Dixon

Address: 3408-Q

Address of Property Owned: 3408 Ave Q

20 of 20

Zone Case Number: 2740-A 58333
WENDELLS AUTO SALES ✓
1916 56TH

LUBBOCK TX 79412

Regular City Council Meeting **6. 11.**

Meeting Date: 02/25/2016

Information

Agenda Item

Resolution - Planning: Consider a resolution approving and granting a variance from the applicable 300-feet minimum distance provisions of City of Lubbock Ordinance 2009-O0060, at the request of applicant Tikka Shack Indian Grub, located at 6620 Milwaukee Avenue, Suite 100, for an alcoholic beverage permit.

Item Summary

Effective August 8, 2009, Ordinance 2009-O0060 amended Section 14.01.007 (Section 18-11), Alcoholic beverages - Sale near church, school or hospital, in Chapter 14, Offenses - Miscellaneous, of the City of Lubbock Code of Ordinances, related to businesses who obtain a permit from the Texas Alcohol Beverage Commission (TABC) for the sale of alcohol. As part of the ordinance, the City Council adopted a standard which prohibits any business, that is within 300-feet of any public school or private school (K-12), measured from the property lines of each tract, from having a permit issued by TABC. The City Council may consider a variance to the 300-feet rule as set forth in the Texas Alcoholic Beverage Code.

The request for a variance is from Tikka Shack Indian Grub, located at 6620 Milwaukee Avenue, Suite 100, which is approximately 135 feet from Depot Express 4 Daycare. A request for a new permit for on and off-premise alcohol sales at this location is now pending, and the Planning staff required the separation variance request. The City Council has wide discretion in considering whether to grant a variance. The following may be considered by the City Council (as noted by the State of Texas statute providing for the variance process): The enforcement of the regulation in a particular instance is not in the best interest of the public. The regulation constitutes waste or inefficient use of land or other resources. The regulation creates an undue hardship on the applicant, does not serve its intended purpose or is not effective or necessary. The variance may be granted for any other reason, after consideration of the health, safety and welfare of the public and the equity of the situation, if the governing body finds it to be in the best interest of the community.

Kathy Drake, of the Depot Express 4 Daycare, has been notified by letter of the request.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Variance Tikka Shack
Map - Tikka Shack

RESOLUTION

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

THAT the City Council, as the governing board of the City of Lubbock, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, after consideration of the health, safety, and welfare of the public and the equities of the situation, finds and determines herein that it is in the best interest of the community to approve and grant a variance, and hereby grants a variance, from the applicable provisions of City of Lubbock Ordinance No. 2009-O0060 at the following location: **Tikka Shack Indian Grub, 6620 Milwaukee Avenue, Suite 100**, Lubbock, Texas. This variance shall remain in effect for so long as: 1) a **Food & Beverage Certificate Permit [FB]**, and a 2) **Wine and Beer Retailer's Permit [BG]**; and 3) a subsequent like use, if any, are in effect at the above-referenced location.

Passed by the City Council this _____ day of _____, 2016.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

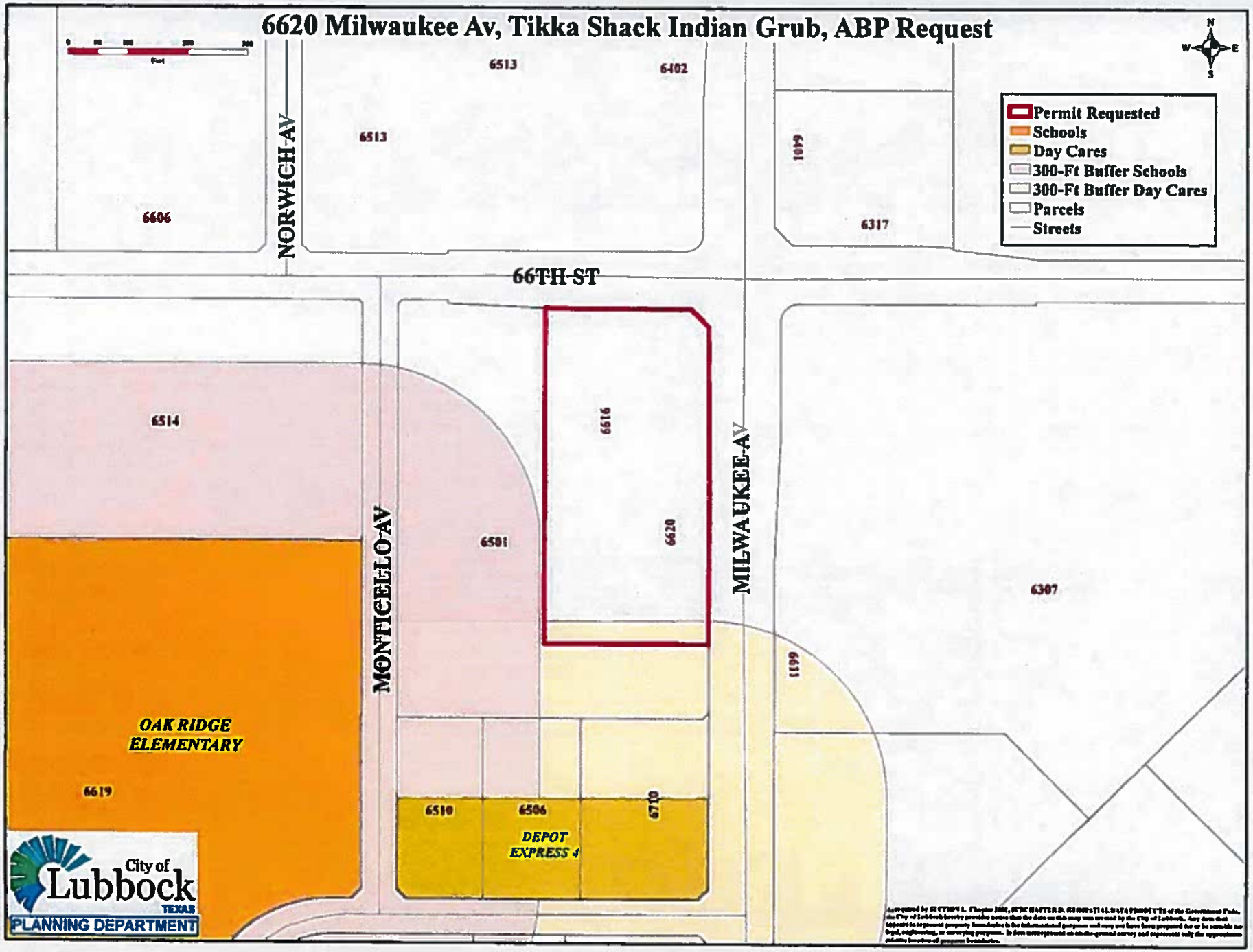
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning & Zoning

APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/ccdocs/Justin/Resolutions/RES.Variance-Tikka Shack
February 18, 2016


6620 Milwaukee Av, Tikka Shack Indian Grub, ABP Request
N
W
E
S
Permit Requested
Schools
Day Cares
300-Ft Buffer Schools
300-Ft Buffer Day Cares
Parcels
Streets
NORWICH-AV
MONTICELLO-AV
MILWAUKEE-AV
66TH-ST
6606
6513
6513
6402
6409
6317
6514
6501
6616
6620
6307
6411
6619
OAK RIDGE ELEMENTARY
6510
6506
6710
DEPOT EXPRESS 4
City of Lubbock
TEXAS
PLANNING DEPARTMENT

Regular City Council Meeting **6. 12.**

Meeting Date: 02/25/2016

Information

Agenda Item

Resolution - Finance: Consider a resolution accepting the City of Lubbock Comprehensive Annual Financial Report (CAFR) for fiscal year ended September 30, 2015.

Item Summary

Each fiscal year the City of Lubbock has an independent audit of the City's Comprehensive Annual Financial Report (CAFR), which is prepared by the Finance Department. The CAFR is designed to provide the City Council, citizens, representatives of financial institutions, and others with detailed information concerning the financial condition and performance of the City.

The CAFR includes audit opinions on the City's CAFR and the City's compliance with federal and state grants. The independent auditors have concluded that the City's financial statements are in conformity with generally accepted accounting principles, are fairly presented, and there is reasonable basis for providing an unmodified opinion. There were no findings in the federal and state compliance audits. The management letter, which is auditor required communication had no material weaknesses or significant deficiencies. The Audit Committee accepted the CAFR at their meeting on February 9, 2016.

Fiscal Impact

None.

Staff/Board Recommending

Linda Cuellar, Acting Executive Director of Finance
Audit and Investment Committee

Attachments

Resolution - FY 2015 Comprehensive Annual Financial Report

RESOLUTION

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

THAT the City Council of the City of Lubbock hereby accepts the City of Lubbock Comprehensive Annual Financial Report for the Fiscal year that ended September 30, 2015.

Passed by the City Council on _____, 2016.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Linda Cuellar, Executive Director Finance

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

RES.Comp Fin Rpt-15
02.3.2016

Regular City Council Meeting **6. 13.**

Meeting Date: 02/25/2016

Information

Agenda Item

City Secretary - Board Appointments: Consider six appointments to the Animal Services Advisory Board, five appointments to the Board of Health, three appointments to the Keep Lubbock Beautiful Advisory Committee, two appointments to the North and East Lubbock Community Development Corporation Board of Directors, three appointments to the Urban Design and Historic Preservation Commission, five appointments to the Veterans Advisory Committee, and one appointment to the Zoning Board of Adjustment.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Regular Session - Board Appointments

BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, FEBRUARY 25, 2016 - REGULAR

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
	1	ANIMAL SERVICES ADVISORY BOARD	BOBO, BRENDA	4/1/2016	N/A	CITIZEN	REPLACE	N/A
			BREWER, JANE	4/1/2016	100%	ANIMAL WELFARE	REAPPOINT	Y
			CUNNINGHAM, ERIC	4/1/2016	100%	ANIMAL WELFARE	REAPPOINT	Y
			RIEMATH, KIA	4/1/2016	N/A	CITY OFFICIAL	REPLACE	N/A
			TATUM, MELANIE	4/1/2016	50%	CITIZEN	REAPPOINT	Y
			YOUNG, BILL	4/1/2016	0%	CITIZEN	REAPPOINT	Y
	2	BOARD OF HEALTH	BUSTOS, CLAUDIA	4/1/2016	73%		REAPPOINT	Y
			CARR, BRIAN	4/1/2016	82%		REAPPOINT	Y
			CHEKURU, NAIDU	4/1/2016	N/A		REPLACE	N/A
			CULP, WAYNE	4/1/2016	N/A		REPLACE	N/A
			EPSTEIN, ANNE	4/1/2016	91%		REAPPOINT	Y
	3	KEEP LUBBOCK BEAUTIFUL ADVISORY COMMITTEE	LANGFORD, CURTIS	4/1/2016	45%		REAPPOINT/REPLACE	Y
			HOLLAND, PAIGE	4/1/2016	91%		REAPPOINT	Y
			ROHRIG, THOMAS	4/1/2016	54%		REAPPOINT/REPLACE	Y
	4	NELCDC BOARD OF DIRECTORS	VACANT					
			VACANT					
	5	VETERANS ADVISORY COMMITTEE	LEWIS, DAVID	4/1/2016	100%		REAPPOINT	Y
			MISTROT, TODD	4/1/2016	89%		REAPPOINT	Y
			ORTIZ, LUCIANO	4/1/2016	89%		REAPPOINT	Y
			SOBEL, ANNETTE	4/1/2016	56%		REAPPOINT/REPLACE	Y
			WEST, HEATHER	4/1/2016	N/A		REPLACE	N/A

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

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
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/Edcuation 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
09/11/2014	Harvey	Larry	Male	Anglo	50-59	Architect	Chapman Harvey Architects, Inc	4

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
08/23/2005	Harvill	Natalie	Female	Anglo	30-39	Structural Engineer	Parkhill, Smith & Cooper	5
01/14/2010	Henry	Alan	Male	Anglo	60+	Insurance Agent	Alan Henry Insurance	3
06/10/2009	Henson	Matthew	Male	Anglo	30-39	Self Employed	Matt Henson Inc.	5
11/11/2010	Herrera	Gilbert	Male	Hispanic or Latino	60+	Evangelist	Gilbert Herrera Evangelistic Association	4
11/15/2010	Jackson	Emma	Female	African-American	60+			2
02/22/2010	Jackson	Winnie	Male	Anglo	60+	Retired Minister		4
11/01/2010	Kinserlow	Ray	Male	Anglo	60+			4
12/08/2010	Madison	Harvey	Male	Anglo	60+	Photography	Madison Photography	4
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
02/26/2009	McKee	Todd	Male	Anglo				5
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
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
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	Woordward	Tracey	Female	Anglo	50-59	Registered Nurse	Covenant School of Nursing	4

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
11/20/2007	York	Martha	Female	Anglo		Real Estate Broker	The Real Estate Company	5
	Young	Andy	Male	Anglo				5

ANIMAL SERVICES ADVISORY BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	100.0% (9)
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	49.3%	48.9%	72.6%	44.4% (4)
Female	50.7%	51.1%	27.4%	55.6% (5)
GEOGRAPHIC DISTRIBUTION				
District 1	17.1%	17.6%	8.3%	0.0% (0)
District 2	16.2%	15.3%	4.8%	0.0% (0)
District 3	15.5%	14.5%	12.5%	11.1% (1)
District 4	16.6%	17.2%	19.6%	11.1% (2)
District 5	18.3%	18.6%	34.0%	44.4% (3)
District 6	16.1%	16.8%	18.2%	11.1% (1)
Other/Unknown	0.0%	0.0%	2.6%	22.2% (2)

PURPOSE:
Assists the City of Lubbock in complying with terms of Chapter 823 of the Texas Health and Safety Code as amended and assists the City in establishing procedures applicable to the City's animal control program.

QUALIFICATIONS: Committee shall be composed of a licensed veterinarian, animal welfare organization representative, city official, city animal shelter employee, and five at-large members [LC 4-27]

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Bobo, Brenda (F,A,4)	Citizen	N/A	N/A	Replace
Brewer, Jane (F,A,3)	Animal Welfare	100%	Y	Reappoint
Cunnigham, Eric (M,A,5)	Animal Welfare	100%	Y	Reappoint
Riemath, Kia (F,A,7)	City Official	N/A	N/A	Replace
Tatum, Melanie (F,A,6)	Citizen	50%[1]	Y	Reappoint/Replace
Young, Bill (M,A,5)	Citizen	0%[2]	Y	Reappoint/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To reappoint Jane Brewer, Eric Cunningham, Melanie Tatum, and Bill Young

[1] Ms. Tatum missed ½ meetings over a 12 month period. Her absence was excused.
[2] Mr. Young missed 2/2 meetings over a 12 month period. His absences were excused.

ANIMAL SERVICES ADVISORY BOARD – CONTINUED:

To replace Brenda Bobo:

Cassandra Wooden (F,O,4) Plains Capital Bank

To replace Kia Riemath:

Michael Cole (M,A,7) Animal Shelter Employee

City of Lubbock
Board and Commision Recruiting Database

Updated: **1/25/2016**

Animal Services Advisory Board

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
03/11/2014	Hall	Candace	F	A	60+	Retired Police Officer		4
11/09/2009	Jones	Mickey	F	A	60+			3
Second Preference								
03/01/2008	McCoy	Gary	M	A	50-59	Banker	ABC Bank	5
01/06/2015	Syma	Carrye	F	A	30-39	Associate Librarian	Texas Tech University	4
12/01/2007	Willis	Roy	M	A	60+	Retired	United Postal Service	5
04/28/2015	Wooden	Cassandra	F		30-39	Help Desk Administrator	PlainsCapital Bank	4
Third Preference								
09/09/2014	Barnes	Nitra	F	A	50-59	Accounting Manager	City Transit Management dba Citibus	4
08/07/2015	Forburger	John	M	H	18-29	Mortgage Assistant	PrimeWest Mortgage	2
Fourth Preference								
Fifith Preference								
Sixth Preference								
01/22/2015	Patton	Glenn	M	A	50-59			3

Committee # 32 Animal Services Advisory Board — Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Member Citizen **Bobo** **Ms. Brenda**	Y	*3725 95th St* *Lubbock, TX 79423*	*TTUHSC School of Allied Health Science* *3601 4th St, Stop 6284* *Lubbock, TX 79430*	*Curr:* *2nd:* *1st:*	04/01/2014-04/01/2016 04/26/2012-04/01/2014	*N*
Email: Brenda.Bobo@ttuhsc.edu	Y	*8067928031*	*8067433220*	*Fax:*	*8067433249*	
Chair Animail Welfare Rep. **Brewer** **Ms. Jane**	Y	*2325 38th Street* *Lubbock, TX 79412*	*Acres North Vet Hospital* *5205 13th Street* *Lubbock, TX 79416*	*Curr:* *2nd:* *1st:*	04/01/2014-04/01/2016 04/26/2012-04/01/2014	*Y*
Email:	Y	*8067773580*	*8067932863*	*Fax:*	*8067920801*	
Member Animal Shelter Employee **Cole** **Mr. Michael**	Y	*1203 10th* *Shallowater, Texas 79363*	*Lubbock Animal Service* *3323 SE Loop 289* *Lubbock, Texas 79404*	*Curr:* *2nd:* *1st:*	04/01/2015-04/01/2017	*Y*
Email: mcole@mylubbock.us	N Y	*8065480561* *8065480561*	*(806) 775-2280* *mcole@mylubbock.us*	*Fax:*	*(806) 775-2717*	
Member Animail Welfare Rep. **Cunningham** **Dr. Eric**	N	*5906 101st St* *Lubbock, Texas 79424*	*Live Oak Animal Hospital* *5214 98th St.* *Lubbock, TX 79424*	*Curr:* *2nd:* *1st:*	04/01/2014-04/01/2016	*Y*
Email: redraidervet@yahoo.com	N	*(806) 445-3957*	*(806) 794-9000* *liveoaklubbock@att.net*	*Fax:*	*(806) 794-9001*	
Member Licensed Veterinarian **Preston** **Dr. Lane**	Y	*5204 80th Street* *Lubbock, TX 79424*		*Curr:* *2nd:* *1st:*	04/01/2014-04/01/2016 04/01/2012-04/01/2014 09/08/2011-04/01/2012	*N*
Email:	Y	*8067944118*		*Fax:*		
Member City Official **Riemath** **Ms. Kia**	N	*8509 N FM 789* *Lorenzo, TX 79343*	*City of Lubbock Animal Services Department* *3323 SE Loop 289* *Lubbock, TX 79404*	*Curr:* *2nd:* *1st:*	04/01/2014-04/01/2016 04/01/2012-04/01/2014	*N*
Email: kriemath@mylubbock.us	N N	*8067774224* *8067774224*	*8067752712* *kriemath@mylubbock.us*	*Fax:*	*8067752717*	
Member Citizen **Tatum** **Ms. Melanie**	Y	*5412 9th Street* *Lubbock, TX 79416*	*Texas Tech University* *3301 Physical Plant Dr* *Lubbock, TX 79416*	*Curr:* *2nd:* *1st:*	04/24/2014-04/01/2016	*Y*
Email: mst39@hotmail.com	Y	*(806) 795-7096*		*Fax:*		
Member Citizen **Wood** **Mrs. Tammi**	N	*4720 110th street* *lubbock, tx 79424*	*Primewest Mortgage* *7806 Indiana* *lubbock, tx 79423*	*Curr:* *2nd:* *1st:*	10/22/2015-04/01/2017	*Y*
Email: twood@primewestcorp.com	N Y	*8067456920* *8064387568*	*(806) 788-2867* *twood@primewestcorp.com*	*Fax:*	*(806) 793-7602*	
Member Citizen **Young** **Mr. Bill**	N	*4423-110th Unit #38* *Lubbock, Texas 79424*	*Westar Commercial Realty, LLC* *4415-71st, Ste. 12* *Lubbock, Texas 79424*	*Curr:* *2nd:* *1st:*	04/01/2014-04/01/2016	*Y*

Committee # 32	Animal Services Advisory Board	Perm/Temp Board: P

	Confidential	Home	Business		Reappt Elig.
Email:	N	(806) 698-9263	(806) 797-3231	Fax: (806) 793-2130	
byoung9478@lubbockwestar.com	N	(806) 470-8318	byoung9478@lubbockwestar.com		

BOARD OF HEALTH

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	77.8% (7)
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%	11.1% (1)
GENDER				
Male	49.3%	48.9%	72.6%	77.8% (7)
Female	50.7%	51.1%	27.4%	22.2% (2)
GEOGRAPHIC DISTRIBUTION				
District 1	17.1%	17.6%	8.3%	11.1% (1)
District 2	16.2%	15.3%	4.8%	0.0% (0)
District 3	15.5%	14.5%	12.5%	0.0% (0)
District 4	16.6%	17.2%	19.6%	44.4% (4)
District 5	18.3%	18.6%	34.0%	11.1% (1)
District 6	16.1%	16.8%	18.2%	33.3% (3)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:
Permanent advisory board which considers and makes recommendations to the City Council on any and all matters pertaining to the public health of the City.

QUALIFICATIONS: Members shall be resident citizens of the city of Lubbock.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Bustos, Claudia (F,H,4)	73%	Y	Reappoint
Carr, Brian (M,A,5)	82%	Y	Reappoint
Chekuru, Naidu (M,O,6)	N/A	N/A	Replace
Culp, Wayne (M,A,4)	N/A	N/A	Replace
Epstein, Anne (F,A,1)	91%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To reappoint Claudia Bustos, Brain Carr, and Anne Epstein

To replace Naidu Chekuru and Wayne Culp:
Calvin Clark (M,A,3) PNS
Tyler Bradstreet (M,A,1) Texas Tech University

City of Lubbock
Board and Commision Recruiting Database

Updated: 1/27/2016

Board of Health

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
03/27/2014	Benson	Eric	M	A	40-49	Infection Control RN	Lubbock State Supported Living Center	2
06/23/2015	Bradstreet	Tyler	M	A	18-29	Psychologist in training	Texas Tech University	1
02/25/2015	Clark	Calvin	M	A	30-39	Nurse Practitioner	PNS	3
06/14/2006	Daughtry	Steve	M	A	40-49	Engineer	Allied Associates Consulting Engineers	4
01/28/2014	KEEL	JAMES	M	A	30-39	REGISTERED NURSE	STARCARE	3
03/02/2015	Kingsberry	Lynette	F	A	60+	Infection Preventionist	Covenant Health System	3
03/02/2015	Love	Kari	F	A	40-49	Regional Director Infection Prevention	Covenant Health	4
08/01/2015	Mead	Olivia	F	A	18-29	Nanny		4
06/25/2015	Parkman	Thomas	M	A	18-29	Doctoral Student	Department of Psychological Sciences, TTU	1
09/09/2014	Satterwhite	Letha	F	A	50-59	Registered Nurse	University Medical Center	3
04/15/2015	Stennett	Charles	M	A	50-59	Registered Nurse	Covenant School of Nursing	4
06/03/2014	Stinson	Karl	M	A	60+	Retired		5
06/16/2014	Umstot	Mitzi	F	A	40-49	Speech-Language Pathologist	Lubbock State Supported Living Center	4
Second Preference								
08/09/2011	Amor	Cherif	M	AI	50-59	Dept. Chair/Assoc. Prof.	Texas Tech	5
06/16/2014	Dickson	Mary	F	A	50-59	Deafness Resource Specialist	LIFE RUN Center	4
01/20/2015	Gillit	(Joyce)	F	A	60+	Retired Health Care Administrator/Dietitian		5
Third Preference								
11/01/2005	Campbell	Jesse	M	A	40-49	Account Executive Service Sales	Johnson Controls, Inc	4
Fourth Preference								
01/25/2015	Delony	John	M	A	30-39	Administrator, Instructor	Texas Tech School of Law, TTU, LCU	
06/01/2015	Lonngren	Chris	M	A	50-59	Restaurant Operator	Schlotzsky's	6
05/15/2014	McGough	Allison	F	A	40-49	Director of Local Outreach	First United Methodist Church	5
07/01/2005	Trombley	Trudy	F	A	60+		Retired Educator	5

City of Lubbock
Board and Commision Recruiting Database

Updated: **1/27/2016**

Board of Health

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
Fifith Preference								
Sixth Preference								
11/13/2009	Patel	Harsha	F	AI	40-49			5

Committee # 4 Board of Health — *Perm/Temp Board:* P

	Confidential	Home	Business			Reappt Elig.
Secretary/Treasurer Citizen **Bustos** **Ms. Claudia**	N	*4508 63rd Street* *Lubbock, TX 79414*	*Community Health Center of Lubbock* *1313 Broadway* *Lubbock, TX 79401*	*Curr:* *2nd:* *1st:*	05/22/2014-04/01/2016	*Y*
Email: cbustos@chcl.tachc.org	N	*8064386766*	*8067652611* *cbustos@chcl.tachc.org*	*Fax:*	*8067652604*	
Member Citizen **Carr** **Dr. Brian**	Y	*3709-22nd Place, Suite C* *Lubbock, TX 79410*		*Curr:* *2nd:* *1st:*	04/01/2013-04/01/2016 04/01/2010-04/01/2013	*Y*
Email: bha@healingtalk.com	Y Y	*(806) 787-0761* *(806) 787-0761*	*8067953911* *bha@healingtalk.com*	*Fax:*	*8067952315*	
Member Citizen **Chekuru** **Dr. Naidu**	Y	*5010 21st St.* *Lubbock, TX 79407*	*Pulmonary Associates* *3621 22nd Street, Suite 400* *Lubbock, TX 79410*	*Curr:* *2nd:* *1st:*	04/01/2013-04/01/2016 04/01/2010-04/01/2013	*N*
Email: naidukc1@suddenlink.net	Y Y	*8067962852* *8064412055*	*8067918484* *naidukc1@suddenlink.net*	*Fax:*	*8067918438*	
Member Citizen **Culp** **Dr. Wayne**	N	*8502 Oxford Avenue* *Lubbock, TX 79423*		*Curr:* *2nd:* *1st:*	04/01/2013-04/01/2016 04/01/2010-04/01/2013	*N*
Email: cwculp@suddenlink.net	N	*8067949109*	*cwculp@suddenlink.net*	*Fax:*	*8067948993*	
Chair Citizen **Epstein** **Dr. Anne**	Y	*1924 31st Street* *Lubbock, TX 79411*	*8067931939* *3411 20th Street* *Lubbock, TX 79410*	*Curr:* *2nd:* *1st:*	04/01/2013-04/01/2016 09/27/2010-04/01/2013	*Y*
Email: acepstein@sbcglobal.net	Y Y	*(806) 765-6751* *(806) 777-1888*	*8067931939* *acepstein@sbcglobal.net*	*Fax:*	*(806) 793-1952*	
Member Citizen **Herring** **Dr. Cameron**	N	*4901 78th* *Lubbock, TX-Texas 79424*	*Cameron Brian Herring, DDS* *3315 64th St.* *Lubbock, Texas 79413*	*Curr:* *2nd:* *1st:*	04/01/2015-04/01/2018	*Y*
Email: herringbrian@hotmail.com	Y N	*(806) 620-6344* *(806) 620-6344*	*(806) 792-6323* *herringbrian@hotmail.com*	*Fax:*	*(806) 796-2787*	
Member Citizen **Lewis** **Dr. Ryan**	Y	*10802 Memphis #4* *Lubbock, Texas 79423*	*,*	*Curr:* *2nd:* *1st:*	10/22/2015-04/01/2018	*Y*
Email: Rllewismd@yahoo.com	Y	*8064706144*		*Fax:*		
Member Citizen **May** **MD,** **Dr. Donald**	N	*P.O. Box 1678* *Lubbock, TX 79408*	*The May Farms* *PO Box 1678* *Lubbock, TX 79408*	*Curr:* *2nd:* *1st:*	04/01/2014-04/01/2017 04/01/2011-04/01/2014 01/09/2006-04/01/2009	*N*
Email: donaldrmay@sbcglobal.net	Y Y	*(806) 543-0678* *(806) 543-0678*	*(806) 543-0678* *donaldrmay@sbcglobal.net*	*Fax:*	*(806) 791-5942*	
Member Citizen **Presley** **Dr. Steven**	Y	*4612 10th Street* *Lubbock, TX 79416*	*Texas Tech University* *Box 41163* *Lubbock, TX 79409*	*Curr:* *2nd:* *1st:*	04/01/2015-04/01/2018 04/01/2012-04/01/2015	*N*

Committee # 4	*Board of Health*	*Perm/Temp Board:* P

	Confidential	*Home*	*Business*		*Reappt Elig.*
Email: steve.presley@ttu.edu	Y	*(806) 785-2527*	*8068850236* *steve.presley@ttu.edu*	*Fax:*	

KEEP LUBBOCK BEAUTIFUL ADVISORY COMMITTEE

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	90.9% (10)
Hispanic	32.6%	27.6%	9.8%	0.0% (0)
African-American	8.7%	7.4%	8.3%	9.1% (1)
Other	3.7%	4.0%	3.3%	0.0% (0)
GENDER				
Male	49.3%	48.9%	72.6%	36.4% (4)
Female	50.7%	51.1%	27.4%	63.6% (7)
GEOGRAPHIC DISTRIBUTION				
District 1	17.1%	17.6%	8.3%	9.1% (1)
District 2	16.2%	15.3%	4.8%	18.2% (2)
District 3	15.5%	14.5%	12.5%	18.2% (2)
District 4	16.6%	17.2%	19.6%	0.0% (0)
District 5	18.3%	18.6%	34.0%	27.3% (3)
District 6	16.1%	16.8%	18.2%	27.3% (3)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:
Work with the Keep America Beautiful System, which includes Keep Texas Beautiful; to preserve a beautiful and sanitary environment that is beneficial to the health, safety and welfare of the citizens of Lubbock.

QUALIFICATIONS: All members shall be appointed at large from within the corporate limits of the City of Lubbock

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Langford, Curt (M,A,6)	45%[1]	Y	Reappoint/Replace
Holland, Paige (F,A,6)	91%	Y	Reappoint
Rohrig, Thomas (M,A,1)	54%[2]	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Curt Langford:
Bretton Villarreal (M,H,6) Plains Capital Bank

To reappoint Paige Holland and Thomas Rohrig

[1] Mr. Langford missed 6/11 meetings, and all absences are excused.
[2] Mr. Rohrig missed 5/11 meetings, and all absences are excused.

City of Lubbock
Board and Commision Recruiting Database

Updated: 1/27/2016

Keep Lubbock Beautiful Advisory Committee

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
07/07/2015	Ashburn	Lasey	F	A	18-29	Commerical Lender	FirstCapital Bank	6
04/15/2015	Motsinger	Jonathan	M	A	30-39	Forester	Texas A&M Forest Service	4
Second Preference								
07/23/2015	McAnally	John	M	A	40-49	Engineer	AT&T	4
06/16/2015	Parker	Chance	M	A	18-29			
03/04/2015	Seybert	Miles	M	A	18-29	Banker	First United Bank	
08/05/2015	Villarreal	Bretton	M	H	18-29	Credit Analyst	PlainsCapital Bank	6
Third Preference								
09/10/2014	Jackson	Hannah	F	A	30-39	Music Teacher / Musician	Songbird Music Studio	5
08/01/2015	Mead	Olivia	F	A	18-29	Nanny		4
Fourth Preference								
11/19/2014	Lewis	Sheri	F	A	50-59	Associate director & media advisor	Texas Tech University -- Student Media	4
Fifith Preference								
08/11/2014	Flores	Christopher	M	H	18-29	Software Development Manager	United Supermarkets	4
05/06/2015	Hargrove	Devin	M	A	18-29	Night Stocker	United Market Street	5
09/11/2014	Isom	Travis	M	A	18-29	Manager	Isom Company	3
01/28/2014	KEEL	JAMES	M	A	30-39	REGISTERED NURSE	STARCARE	3
Sixth Preference								
07/30/2015	Aguilar	John	M	H	18-29			1
05/15/2014	McGough	Allison	F	A	40-49	Director of Local Outreach	First United Methodist Church	5

Committee # 13 Keep Lubbock Beautiful Advisory Committee — Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Member Citizen **Andrews** **Mr. L.V.**	N	2119 East 30th Street Lubbock, TX 79404		Curr: 2nd: 1st:	04/01/2015-04/01/2017	Y
Email:	N	8067655001		Fax:		
Member Citizen **Chadwell** **Ms. Christi**	N	2801 38th Street Lubbock, Texas 79413	Texas Tech Box 42122 Lubbock, Texas 79409	Curr: 2nd: 1st:	04/01/2015-04/01/2017	Y
Email: christi.chadwell@ttu.edu	N N	4699516161 4699516161	(806) 834-8124 christi.chadwell@ttu.edu	Fax:		
Member Citizen **Duke** **Ms. Aundi**	N	3520 24th Lubbock, TX 79410	McPherson Cellars 1615 Texas Ave Lubbock, TX 79401	Curr: 2nd: 1st:	04/24/2014-04/01/2016	Y
Email: aundiduke@gmail.com	N	8066200409	(806) 687-9463 aundi@mcphersoncellars.com	Fax:		
Member Citizen **Hargrave** **Mrs. Shanna**	Y	2920 Saratoga Lubbock, TX 79407	Lubbock Dream Center 1111 30th Street Lubbock, TX 79411	Curr: 2nd: 1st:	04/01/2015-04/01/2017	Y
Email: shargrave@cotrlubbock.com	Y Y	(000) 000-0000 (806) 535-5857	(806) 793-3336 shargrave@cotrlubbock.com	Fax:		
Member Citizen **Holland** **Ms. Paige**	Y	4510 8th St. Lubbock, Texas 79416	Texas Tech Athletics 2526 6th St Lubbock, Texas 79409	Curr: 2nd: 1st:	01/22/2015-04/01/2016	Y
Email: paige.holland@ttu.edu	Y Y	(806) 535-1699 (806) 535-1699	(806) 834-3075 Paige.holland@ttu.edu	Fax:		
Member Citizen **Horkey-Wolff** **Ms. Kathryn**	Y	4818 16th Street Lubbock, TX 79416	Earth Angel 4818 16th Street Lubbock, TX 79416	Curr: 2nd: 1st:	04/01/2015-04/01/2017 04/01/2013-04/01/2015 05/10/2011-04/01/2013	N
Email: khorkeywolff@gmail.com	Y	8067976493	8069284756 earthangel4818@me.com	Fax:		
Member Citizen **Langford** **Mr. Curt**	N	6315 Duke Lubbock, TX 79416	8064389089 6315 Duke Lubbock, TX 79416	Curr: 2nd: 1st:	04/01/2014-04/01/2016 02/28/2013-04/01/2014	Y
Email: curt.langford@balfour.com	N N	(806) 793-9131 (806) 438-9089	8064389089 curt.langford@balfour.com	Fax:		
Member Citizen **Lloyd, Sr.** **Mr. David**	Y	5216 30th Street Lubbock, TX 79407	Software-Accounting Lubbock, TX 79407	Curr: 2nd: 1st:	04/01/2015-04/01/2017	Y
Email: softjunk@suddenlink.net	Y	(806) 791-5651		Fax:		
Member Citizen **Low** **Ms. Lisa**	Y	8615 Utica Avenue Lubbock, TX 79424	Texas Tech Alumni Association P.O. Box 45001 Lubbock, TX 79409	Curr: 2nd: 1st:	04/01/2015-04/01/2017 11/21/2013-04/01/2015	N

Committee # 13	Keep Lubbock Beautiful Advisory Committee	Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Email: lisao.low@ttu.edu	Y	8062529085	8067423641 lisa.low@ttu.edu	Fax:	8067423604	
Vice Chair Citizen **Meyer** **Mrs. Marie**	N	5703 Geneva Lubbock, TX 79413		Curr: 2nd: 1st:	04/01/2015-04/01/2017 04/01/2013-04/01/2015 08/23/2012-04/01/2013	N
Email: marie.meyer6@gmail.com	N N	8067974190 8067787491	 marie.meyer6@gmail.com	Fax:		
Chair Citizen **Rohrig** **Mr. Thomas**	Y	2430 29th Street Lubbock`, Texas 79411	Texas Tech University library 18th & Boston Lubbock, Texas 79409	Curr: 2nd: 1st:	08/28/2014-04/01/2016	Y
Email: colorado1954@gmail.com	N N	(806) 787-2917 (806) 787-2917	(806) 834-2632 tom.rohrig@ttu.edu	Fax:	(806) 742-1964	

NORTH & EAST LUBBOCK COMMUNITY DEVELOPMENT CORPORATION (NELCDC) BOARD OF DIRECTORS

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	0.0% (0)
Hispanic	32.6%	27.6%	9.8%	50.0% (1)
African-American	8.7%	7.4%	8.3%	0.0% (0)
Other	3.7%	4.0%	3.3%	50.0% (1)
GENDER				
Male	49.3%	48.9%	72.6%	100.0% (2)
Female	50.7%	51.1%	27.4%	0.0% (0)
GEOGRAPHIC DISTRIBUTION				
District 1	17.1%	17.6%	8.3%	50.0% (1)
District 2	16.2%	15.3%	4.8%	0.0% (0)
District 3	15.5%	14.5%	12.5%	0.0% (0)
District 4	16.6%	17.2%	19.6%	0.0% (0)
District 5	18.3%	18.6%	34.0%	0.0% (0)
District 6	16.1%	16.8%	18.2%	0.0% (0)
Other/Unknown	0.0%	0.0%	2.6%	50.0% (1)

PURPOSE: Non-profit Corporation, created in accordance with the Texas Non-Profit Corporation Act, responsible for the creation, facilitation, and promotion of economic development. The organization has special programs to assist disadvantaged citizens in the West Texas area with special emphasis on economic development in north and east Lubbock. The City of Lubbock City Council may appoint up to one-third of the membership of the Corporation's governing body.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Vacant			
Vacant			

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To fill Vacancies:

Devin Hargrove (M,A,5) United Supermarkets
Matt Stephens (M,A,4) Prosperity Bank

NELCDC STAFF RECOMMENDATIONS:

Devin Hargrove (M,A,5) United Supermarkets
Matt Stephens (M,A,4) Prosperity Bank

City of Lubbock
Board and Commision Recruiting Database

Updated: **1/27/2016**

North & East Lubbock Community Development Corporation (NELCDC) Board of Directors

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
05/06/2015	Hargrove	Devin	M	A	18-29	Night Stocker	United Market Street	5
12/09/2015	Stephens	Matt	M	A	40-49	VP- Cash Management Officer	Prosperity Bank	4
Second Preference								
Third Preference								
Fourth Preference								
Fifith Preference								
Sixth Preference								

Committee # 74 *North & East Lubbock Community Development Corporation (NELCDC) Perm/Temp Board:* P

	Confidential	*Home*	*Business*			*Reappt Elig.*
Member Governmental Entity Rep. **Flores** **Mr. Gilbert**	N	*2606 Purdue* *Lubbock, TX 79415*	*Lubbock County* *PO Box 10536* *Lubbock, TX 79408*	*Curr:* *2nd:* *1st:*	02/26/2015-12/01/2017	*Y*
Email: gilbertaflores@yahoo.com	N N	*8067659676* *8065492009*	*8067751335* *gflores@co.lubbock.tx.us*	*Fax:*	*8067751550*	
Member Governmental Entity Rep. **Patel** **Mr. Subodh**	N	*PO Box 64310* *Lubbock, TX 79464*	*Various* *5113 S Loop 289* *Lubbock, TX 79424*	*Curr:* *2nd:* *1st:*	02/26/2015-12/01/2017	*Y*
Email: subodhipatel@hotmail.com	Y N	*(806) 798-1692* *(806) 239-8009*	*(806) 747-1748* *subodhipatel@hotmail.com*	*Fax:*	*(806) 747-1585*	

VETERANS ADVISORY COMMITTEE

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	76.9% (10)
Hispanic	32.6%	27.6%	9.8%	15.4% (2)
African-American	8.7%	7.4%	8.3%	7.7% (1)
Other	3.7%	4.0%	3.3%	0.0% (0)
GENDER				
Male	49.3%	48.9%	72.6%	69.2% (9)
Female	50.7%	51.1%	27.4%	30.8% (4)
GEOGRAPHIC DISTRIBUTION				
District 1	17.1%	17.6%	8.3%	0.0% (0)
District 2	16.2%	15.3%	4.8%	0.0% (0)
District 3	15.5%	14.5%	12.5%	7.7% (1)
District 4	16.6%	17.2%	19.6%	38.5% (5)
District 5	18.3%	18.6%	34.0%	30.8% (4)
District 6	16.1%	16.8%	18.2%	15.4% (2)
Other/Unknown	0.0%	0.0%	2.6%	7.7% (1)

PURPOSE:

The Veterans Advisory Committee shall study, and report back, on a continuing basis, to the City Council a summary of, and recommendations regarding, any benefits, services, and assistance available to veterans in the city of Lubbock. The Committee shall also make recommendations to the City Council for potential partnerships and improved points of contact and outreach efforts to coordinate, enhance, and improve the delivery of existing and available benefits, services, and assistance to eligible veterans.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Lewis, David (M,A,7)	100%	Y	Reappoint
Mistrot, Todd (M,A,4)	89%	Y	Reappoint
Ortiz, Luciano (M,H,4)	89%	Y	Reappoint
Sobel, Annette (F,A,3)	56%[1]	Y	Reappoint/Replace
West, Heather (F,A,4)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint David Lewis, Todd Mistrot, Luciano Ortiz, and Annette Sobel

VETERANS ADVISORY COMMITTEE – CONTINUED:

To replace Heather West:

Britt Gorrall (F,A,1) IMMAP Texas Tech University

[1] All of Ms. Sobel's absences are excused.

City of Lubbock
Board and Commision Recruiting Database

Updated: 1/27/2016

Veterans Advisory Committee

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
10/05/2015	BECK	CHRISTOPHER	M	A	30-39	ARCHITECTURE	COX-DIRKS ARCHITECTS	4
01/15/2015	Capwell	Anthony	M		40-49	CEO	Caprock Conservatives	4
04/22/2014	Gorrall	Britt	F	A	18-29	Research Assistant	IMMAP Texas Tech University	1
06/08/2015	Hastings	Amos	M	A	60+	Retired		4
04/10/2014	Price	Jerry	M		60+	Retired		4
01/05/2016	Randolph	Rylan	M	A	30-39	Outreach Coordinator	U.S. Department of Veterans Affairs	7
12/16/2015	Taylor	Brody	M	A	30-39	Attorney (pending Bar results)	N/A	6
04/09/2014	Wood	Bobby	M	A	60+	Semi-retired		5
Second Preference								
04/28/2015	Valderaz	Monica	F	H	40-49	Bank Officer -Fraud	Plains Capital Bank	6
Third Preference								
01/06/2015	Syma	Carrye	F	A	30-39	Associate Librarian	Texas Tech University	4
Fourth Preference								
Fifith Preference								
08/07/2015	Forburger	John	M	H	18-29	Mortgage Assistant	PrimeWest Mortgage	2
06/03/2014	Stinson	Karl	M	A	60+	Retired		5
Sixth Preference								

Committee # 72 Veterans Advisory Committee — Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Member **Beaty** **Mr. Leslie**	Y	*5602 138th Street* *Lubbock, TX 79424*	*Self Employed* *5602 138th Street* *Lubbock, TX 79424*	*Curr:* *2nd:* *1st:*	04/10/2014-04/10/2016	*Y*
Email: NoActiveEmail@user.com	Y N	*(806) 794-7130* *(806) 543-6612*	*(806) 543-6612*	*Fax:*		
Member **Farmer** Judg **Ms. Drue**	N	*4104 87th Street* *Lubbock, Texas 79423*	*Lubbock County* *P.O. Box 1056* *Lubbock, Texas 79408*	*Curr:* *2nd:* *1st:*	04/10/2015-04/10/2017 04/10/2014-04/10/2015	*N*
Email: dfarmer57@yahoo.com	N	*8065775998*	*(806) 775-1301* *dfarmer57@co.lubbock.tx.us*	*Fax:*	*(806) 775-1665*	
Member **Harris** Esq. **Mr. Matthew**	Y	*5527 1st street* *Lubbock, Texas 79416*	*Matthew Harris Law, PLLC* *1001 Main Street,* *Lubbock, TX - Texas 79401*	*Curr:* *2nd:* *1st:*	04/10/2015-04/01/2017	*Y*
Email: matthew@matthewharrislaw.com	Y	*(806) 782-8960*	*8067024852* *matthew@matthewharrislaw.com*	*Fax:*		
Member **Jalomo** **Mr. Jesse**	Y	*6033 83rd Street* *Lubbock, TX 79424*	*Texas Tech University* *Lubbock, TX 79409*	*Curr:* *2nd:* *1st:*	04/10/2015-04/10/2017	*Y*
Email: jesse.jalomo@ttu.edu	Y Y	*8067944055* *8069280199*	*8067423616* *jesse.jalomo@ttu.edu*	*Fax:*	*8067420983*	
Chair **Lewis** **Mr. David**	Y	*5307 CR 7560* *Lubbock, TX 79424*	*Veterans Resource Coordination Group* *3804 I-27* *Lubbock, TX 79412*	*Curr:* *2nd:* *1st:*	04/10/2014-04/10/2016	*Y*
Email: dave.lewis@ttu.edu	Y	*(806) 408-0094*	*8064709317*	*Fax:*		
Member **Lops** **Mr. Reynald**	Y	*5301 Chicago Avenue, Apt 6201* *Lubbock, Texas 79414*	*U.S. Small Business Administration* *1205 Texas Avenue, Suite 408* *Lubbock, Texas 79401*	*Curr:* *2nd:* *1st:*	04/10/2014-04/10/2016	*Y*
Email: pricerr@outlook.com	Y Y	*(575) 791-1604* *(575) 791-1604*	*(806) 472-7462* *reynald.lops@sba.gov*	*Fax:*	*(202) 481-0306*	
Chair **Maxner** **Dr. Stephen**	Y	*2101 82nd Street, Apt 801* *Lubbock, TX 79423*	*Vietnam Center and Archive, Texas Tech University* *PO Box 41045* *Lubbock, TX 79409*	*Curr:* *2nd:* *1st:*	04/10/2015-04/10/2017 04/10/2014-04/10/2015	*Y*
Email: stevemaxner@gmail.com	Y Y	*(806) 773-8105* *(806) 773-8105*	*(806) 834-2621* *steve.maxner@ttu.edu*	*Fax:*		
Member **Mistrot** **Mr. Todd**	Y	*3808-B 58th Street* *Lubbock, Texas 79413*	*Veterans Resource Coordination Group* *3804 I-27* *Lubbock, Texas 79412*	*Curr:* *2nd:* *1st:*	09/25/2014-04/10/2016	*Y*
Email: tmistrot@starcarelubbock.org	Y	*6622517111*	*8067401477* *todd.mistrot@vrcg.org*	*Fax:*		

Committee # 72	Veterans Advisory Committee	Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Member **Ortiz** Jr **Mr. Luciano** *Email:* lortiz171@gmail.com	Y N N	*4016 125th Street* *Lubbock, Texas 79423* *(703) 399-5620* *(703) 399-5620*	*TTU Military & Veterans Programs* *Texas Tech University* *Lubbock, Texas 79409* *8068346538* *lou.ortiz@ttu.edu*	*Curr:* *2nd:* *1st:* *Fax:*	04/10/2014-04/10/2016	*Y*
Member **Poole** **Mrs. Stevie** *Email:* stevie.poole@outlook.com	Y Y	*5829 101st Place* *Lubbock, TX 79424* *(806) 782-8258*	*Lubbock Chamber of Commerce* *1500 Broadway* *Lubbock, TX* *stevie.poole@lubbockbiz.org*	*Curr:* *2nd:* *1st:* *Fax:*	04/10/2015-04/10/2017	*Y*
Member **Presley** **Dr. Steven** *Email:* steve.presley@ttu.edu	Y Y	*4612 10th Street* *Lubbock, TX 79416* *(806) 785-2527*	*Texas Tech University* *Box 41163* *Lubbock, TX 79409* *8068850236* *steve.presley@ttu.edu*	*Curr:* *2nd:* *1st:* *Fax:*	04/10/2015-04/10/2017 04/10/2014-04/10/2015	*N*
Member **Sobel** **Dr. Annette** *Email:* annette.sobel@ttu.edu	Y Y Y	*3003 19 Street* *lubbock, Texas 79410* *(806) 317-1733* *(575) 621-4284*	*TTU* *3601 4th street, MS 8143* *lubbock, texas 79410* *(806) 742-3904* *annette.sobel@ttu.edu*	*Curr:* *2nd:* *1st:* *Fax:*	04/10/2014-04/10/2016	*Y*
Vice Chair **West** **Dr. Heather** *Email:* HCWest122@gmail.com	Y N N	*3904 100th Street* *Lubbock, Texas 79423* *(806) 620-9007* *(806) 620-9007*	*Heather West PhD, Counseling Services* *2032 82nd Street* *Lubbock, Texas 79423* *(806) 620-9007* *HCWest122@gmail.com*	*Curr:* *2nd:* *1st:* *Fax:*	04/10/2014-04/10/2016 *(806) 386-3911*	*Y*


City of
Lubbock
TEXAS

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 be 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.