City of Lubbock, Texas
Regular City Council Meeting
Thursday, September 26, 2013

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

James Loomis, Acting City Manager
Sam Medina, City Attorney
Rebecca Garza, City Secretary

http://www.mylubbock.us

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

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

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

3:00 p.m. -- City Council convenes in open session, and recesses into executive session to consider items 1.-1.5.1.

6:15 p.m. -- City Council reconvenes in open session to consider items 2.-7.1.

1. **Executive Session**

1. 1. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.

1. 1. 1. Consider and discuss the acquisition of interests in real property, by purchase or eminent domain proceedings, in connection with a certain 0.975 acre parcel located in Section 44, Block AK, Lubbock County, Texas, being a portion of a 16.875 acre tract described in county clerk File Number 2008010360, Official Public Records, Lubbock County, Texas, for purposes related to the Bailey County Water Pipeline.

1. 1. 2. Cause No. 2012-503,349 - City of Lubbock v. Shiva hotels d/b/a Best Western Palms Inn And Suites.

1. 1. 3. Wastewater.

1. 1. 4. Discuss claim arising from an automobile accident on or about September 6, 2013, involving a wastewater vehicle.

1. 1. 5. Concerning Electric Utility Board membership eligibility, Dwight McDonald.

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

1. 2. 1. Consider and discuss the acquisition of interests in real property, by purchase or eminent domain proceedings, in connection with a certain 0.975 acre parcel located in Section 44, Block AK, Lubbock County, Texas, being a portion of a 16.875 acre tract described in county clerk File Number 2008010360, Official Public Records, Lubbock County, Texas, for purposes related to the Bailey County Water Pipeline.

1. 2. 2. Discussion of land acquisition for Police Department.

1. 2. 3. Discussion of proposed lease of the City Bank Coliseum for Hockey League.

1. 3. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074, to discuss personnel matters and take appropriate action.

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

1. 3. 4. City Treasurer

1. 3. 5. Concerning Electric Utility Board membership eligibility, Dwight McDonald.

1. 3. 6. Discussion of the position of City Manager.

1. 4. Hold an executive session in accordance with V.T.C.A. Government Code Section 551.074, to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Building Board of Appeals, Health & Educational Facilities Development Corporation, and Lubbock Reese Redevelopment Authority.

1. 5. Hold an executive session in accordance with V.T.C.A. Government code, Section 551.076.

1. 5. 1. Deliberate the deployment, or specific occasions for implementation of security personnel or devices and/or a security audit, for all departments, boards, officers, employees and elected and appointed officials of the City.

2. **Proclamations and Presentations**

2. 1. Invocation by Music Minister Dan Johnson, Raintree Christian Church.

2. 2. Pledges of Allegiance.

2. 3. Presentation of a special recognition of Hydrocephalus Awareness.

2. 4. **Appointments Advisory Board:**
Jake Seideman

Building Board of Appeals:
David Miller

Lubbock Water Advisory Commission:
Jay House

North Point Public Improvement District Advisory Board:
Jack Benton

Park & Recreation Board:
Susan Tomlinson

Permit & License Appeal Board:
Marcus Wooley

Urban Design & Historic Preservation Commission:
Katherine Ehlers

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

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

4. **Minutes**

4. 1. August 22, 2013 Regular City Council Meeting
August 29, 2013 Special City Council Meeting (Budget/Tax Rate)
September 4, 2013 Special City Council Meeting (Atmos)
September 6, 2013 Special City Council Meeting (Allison House Ribbon Cutting)

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

5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2013-O0090 Amendment 28 amending the FY 2012-13 budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) Grant; accept and appropriate funding from the Texas Department of Transportation (TXDOT) for the Teaching Kids to be Street Smart Program Grant; accept and appropriate funding from the Department of Justice (DOJ) for the FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and accept and appropriate funding from the Texas Department of State Health Services (DSHS) for the Immunization Branch - Locals (Immunization) Grant, the Public Health Emergency Preparedness Services (PHEP) Grant, the Regional and Local Services Section/Local Public Health System (RLSS/LPHS) Grant, and the Syphilis Elimination Texas - Lubbock County (STD) Grant.

5. 1. 1. **Contract Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute an amendment to contract 11185 and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) to fund energy assistance programs.

5. 1. 2. **Contract Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute an agreement with the Texas Department of Transportation (TxDOT) for the Texas Traffic Safety Program "Teaching Kids to Be Street Smart" grant for bicycle, car, pedestrian and other safety related programs at Safety City.

5. 1. 3. **Resolution - Police Department:** Consider a resolution authorizing the Mayor to execute an agreement 11533 with the United States Department of Justice for an Edward Byrne Memorial Justice Assistance Grant to fund the Lubbock County Joint Enforcement Initiative Program.

5. 1. 4. **Contract Resolution - Health Department:** Consider a resolution authorizing the Mayor to execute contract 11511, an agreement with the State of Texas Department of State Health Services (DSHS) to obtain grant funding for services or goods to improve or strengthen the local public health capacity to respond to both emerging and continuing public health threats.

5. 2. **Supplemental Ordinance 2nd Reading - Finance:** Consider Supplemental Ordinance 2013-O0091 supplementing Ordinance No. 2007-00058, 2008-O0079, 2009-O0090, 2010-O0075, 2011-O0082, and 2012-O0104 pursuant to which Assessments were levied on property within Vintage Township Public Improvement District to provide public improvements for the district.

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

5. 4. **Resolution - Finance:** Consider two resolutions designating authorized representatives on the City's accounts with TexPool and TexSTAR investment pools.

5. 5. **Resolution - Finance:** Consider a resolution authorizing the Mayor to sign an agreed payment schedule contract with Shiva Hotels, LLC.

5. 6. **Contract Resolution - Public Works Traffic Engineering**: Consider a resolution authorizing the Mayor to execute contract 11534 with the Lubbock Metropolitan Planning Organization (LMPO) for traffic monitoring and reporting services to provide information and crash data to update the LMPO's Congestion Management Plan.

5. 7. **Contract Resolution – Public Works Engineering**: Consider a resolution authorizing the Mayor to execute contract 11430 with Red River Construction, Co. for the North Water Treatment Plant (NWTP) Improvements No.1. Project, RFP 13-11430-MA.

5. 8. **Resolution - Public Work Engineering:** Consider a resolution authorizing the Mayor to execute contract 11541 an agreement for engineering services with Parkhill, Smith & Cooper, Inc. for the design of the Bailey County Well Field Expansion.

5. 9. **Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to sign into policy the "City of Lubbock Underground Utility Duct System: Ownership, Maintenance, & Repair Policy".

5. 10. **Contract Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute contract 11509 with Freese and Nichols, Inc. (FNI) for engineering services associated with the design of pump station intake metering.

5. 11. **Contract Resolution – Public Works Water Production:** Consider a resolution authorizing the Mayor to execute contract 11475 with Thunder Well Service, LLC for water well plugging services, BID 13-11475-TF.

5. 12. **Contract Resolution - Public Works - Water Resources:** Consider a resolution authorizing the Mayor to execute contract 11540 an agreement with Security State Bank of Littlefield, Texas concerning 845.6 acres of water rights to be used for livestock and domestic purposes only.

5. 13. **Contract Resolution - Public Works - Water Utility:** Consider a resolution authorizing the Mayor to execute an amendment to a grazing agreement by and between the City of Lubbock and Terry Crofoot allowing grazing rights at the Hancock Land Application Site.

5. 14. **Contract Resolution - Wastewater Utilities:** Consider a resolution authorizing the Mayor to execute a contract 11423 with DS Waters of America, Inc. for bottled water, ITB 13-11423-CP.

5. 15. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a street-use-license with Pagosa Partners LLC, to install a private underground storm sewer in the City's right-of-way.

5. 16. **Resolution-Right-of-Way:** Consider a resolution authorizing the Mayor to execute a street-use-license with Security State Bank, to install a subsurface communication cable in the City's right-of-way.

5. 17. **Contract Resolution - Facilities**: Consider a resolution authorizing the Mayor to execute contract 11452 with High Plains Contractors & Management Group, Inc., of Lubbock, Texas, for the construction of a metal building at Lubbock Police Department Firing Range, RFP 13-11452-TF.

5. 18. **Contract Resolution - Parks and Recreation**: Consider a resolution authorizing the Mayor to execute contract 11142 with Turfmaster Irrigation and Landscaping Inc., for irrigation system upgrades at Jack Stevens Park, BID 13-11142-TL.

5. 19. **Ordinance 2nd Reading- Building Inspection**: Consider Ordinance 2013-O0092 amending Chapter 28.14 of the Code of Ordinances (2009 International Residential Code), to provide for certain amendments thereto to meet local conditions.

5. 20. **Contract Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute an amendment to contract 10995 to a Community Development funding Contract with the Salvation Army, a Georgia Corporation for the Emergency Solutions Grant for rapid re-housing of homeless individuals and families by providing assistance with rent, utilities, relocation and stabilization services.

5. 21. **Contract Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute an amendment to contract 11369 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).

5. 22. **Contract Resolution - Community Development:** Consider a resolution authorizing the Mayor to approve the donation of two vacant Urban Renewal lots to the New Construction Program as HOME Match to further affordable housing for two new single-family residences to be constructed at 3117 and 3119 Teak Avenue, designated as Parcels 789900-18-9 and 789900-18-10, being legally described as Lots Nine (9) and Ten (10), Block Eighteen (18) Sieber Addition, Second Installment to the City of Lubbock, Lubbock County, Texas as a donation to further affordable housing.

5. 23. **Resolution - Finance:** Consider a resolution authorizing the Mayor to execute the North and East Lubbock Community Development Corporation (NELCDC) Grant Management agreement.

5. 24. **Contract Resolution – Finance:** Consider a resolution approving the North and East Lubbock Community Development Corporation (NELCDC) FY 2013-14 Budget.

5. 25. **Contract Resolution – Finance:** Consider a resolution authorizing the Mayor to execute an amendment to the Grant Management Agreement between the City of Lubbock and Market Lubbock, Inc. dated January 25, 1996.

5. 26. **Resolution - Economic Development:** Consider a resolution approving a program or expenditure by the Lubbock Economic Development Alliance to be provided to Shearers Foods for economic development purposes.

5. 27. **Resolution - Economic Development:** Consider a resolution approving a program or expenditure by the Lubbock Economic Development Alliance to be provided to Tyco International Ltd. Manufacturing and Operations for economic development purposes.

5. 28. **Resolution - Police Department:** Consider a resolution authorizing the Mayor to execute contract 11539 with the Child Advocacy Research and Education Center (C.A.R.E.) of the Texas Tech University Health Sciences Center (TTUHSC) School of Medicine Department of Pediatrics for medical examinations of children who are alleged victims of sexual assault.

5. 29. **Resolution - Municipal Court:** Consider a resolution aurthorizing the Mayor to execute contract 11536, an Interlocal Agreement between the City of Lubbock, Lubbock Independent School District (LISD), and Lubbock County to approve continued funding of the Specialized Treatment and Rehabilitation (S.T.A.R.) Program for FY 2013-14.

5. 30. **Resolution - City Secretary:** Consider a resolution authorizing the Mayor to execute contract 2014-044190-001 with the Department of State Health Services (DSHS) for online vital statistic services.

6. **Regular Agenda**

6. 1. **Public Hearing 6:30 p.m. – Planning:** Consider a request for Zone Case 2895-J, a request of Jonathan Wakefield, for Monterey Church of Christ, for a zoning change from A-2 to IHC on 0.654 acres out of Tract A-1-A, Monterey Church of Christ Addition, 6111 82nd Street, and consider an ordinance.

6. 2. **Public Hearing 6:30 p.m. – Planning:** Consider an appeal for Zone Case 3208, an appeal of a denial by the Planning and Zoning (P&Z) Commission of Mike Freyburger, for Appaloosa Development LP, for a zone change from T to M-1 for a billboard on 1,701 square feet of unplatted land out of Block AK, Section 35, 6508 Marsha Sharp Freeway, and consider an ordinance.

6. 3. **Personnel - City Council:** Consider and take action on the appointment of James Loomis to the position of City Manager, including but not limited to action regarding compensation.

6. 4. **Resolution - City Secretary:** Consider a resolution authorizing the City Council to create the Quincy Park Public Improvement District Advisory Board for the Quincy Park Public Improvement District.

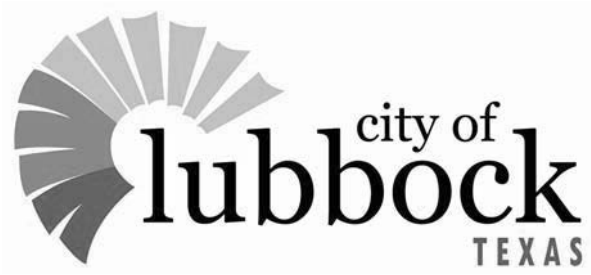
6. 5. **City Counil:** Consider and take action on Dwight McDonald's membership on the Electric Utility Board.

6. 6. **Board Appointments - City Secretary:** Consider five appointments to the Quincy Park Public Improvement District Advisory Board.

6. 7. **Board Appointments - City Secretary:** Consider one appointment to the Airport Board, one appointment to the Appointments Advisory Board, one appointment to the Building Board of Appeals, two appointments to the Health & Educational Facilities Development Corporation, two appointments to the Lubbock Economic Development Alliance Board of Directors, one appointment to the Lubbock Reese Redevelopment Authority, two appointments to the Market Lubbock, Inc. Board of Directors, and three appointments to the Model Codes & Construction Advisory Board.

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

7. 1. Discussion and possible action regarding the change in City Council meeting times.


city of
lubbock
TEXAS

BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, SEPTEMBER 26, 2013 - EXECUTIVE SESSION

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
*	1	BUILDING BOARD OF APPEALS	ROBERTS, RODNEY	08.01.13	N/A	ARCHITECT	REPLACE	N/A
*	2	HEALTH & EDUCATIONAL FACILITIES DEVELOPMENT CORPORATION	DEWBERRY, MAMIE	10.13.13			REAPPOINT	Y
			RICE-SPEARMAN, LORI	10.13.13			REAPPOINT	Y
*	3	LUBBOCK REESE REDEVELOPMENT AUTHORITY	ASKINS, DEWAYNE	09.30.13			REAPPOINT	Y

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

City of Lubbock
Board and Commision Recruiting Database

Updated: 9/13/2013

Sorted: No Preference

Key: **CS - Currently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District	References Name
1210		Ashe	John	M	A		60+	Realtor	Action Realtors	5	
0601		Austin	Nicole	F	A	S	18-29	Computer Sp	Self-employed	4	
0601		Chesnutt	Gary	M	A	S	50-59	Cotton Broker	Chesnutt Cotto	5	
0501		Grant	Mack	M	A	S	40-49	Project Admin	TX Dept of Cri	4	
1206		Guerra	Julian	M	H	S	60+	New York Life	New York Life	4	
0509		Guerrero	Mary Lynn	F	H	C	18-29	PSO Officer	PD - City of Lu	6	
0803		Hamer	Darla	F	A		40-49	Banker	Peoples Bank	6	
0405		Hancock	Jennifer	F	A	S	18-29	Homemaker/P		6	
0906		Henson	Matthew	M	A		30-39	Self Employe	Matt Henson In	5	
0610		Hobgood	John	M	A		30-39	Social Worker	LIFE/RUN Cen	5	
1308		Hodges	Jason	M	A		40-49	Landscape Ar	Prairie Worksh	1	
0502		Hodges	Tom	M	A	C	40-49	Bank Manage	Wells Fargo B	4	
1002		Jackson	Winnie	M	A		60+	Retired Minist		4	
0501		Nichols	Kathleen	F	A	S	30-39	Dentist	Kathleen Nicho	5	
0612		Podrebartz	Keith	M	A		30-39	Counselor	Texas Tech Un	1	
0707		Ramsey	Chad	M	A			Self-employed	Ramsey Auto	3	
0407		Riojas	Michael	M	H	C	40-49	Sr Acct Mana	GE Lighting	3	
1206		Spitzer	Michelle	F	A		50-59	CFO	Sunwest Const	4	
0804		Stephens	Sherry	F	A		30-39	Administrative	High Plains W	5	
0409		Terry	Dianna	F	A	S	50-59	Grant Develop	Covenant Foun	4	
1305		Tinsley	Matt	M	A		40-49	Director of Op	First Care Heal	5	
1308		Trejo	Magdalena	F	H		60+	Ex Director	Community Ho	1	
0404		Williams	Peggy	F	A	S	50-59	Banker	American Bank	5	
0803		Wilson	Margaret	F	A	C	60+	Retired - Tech	Retired	5	

BUILDING BOARD OF APPEALS

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	73.4%	91.0% (10)
Hispanic	32.6%	27.6%	10.1%	0.0% (0)
African-American	8.7%	7.4%	10.1%	0.0% (0)
Other	3.7%	4.0%	6.3%	9.0% (1)
GENDER				
Male	48.5%	47.0%	75.3%	91.0% (10)
Female	51.5%	53.0%	24.7%	9.0% (1)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.1%	0.0% (0)
District 2	16.4%	12.7%	4.1%	0.0% (0)
District 3	16.3%	16.1%	13.3%	18.2% (2)
District 4	17.0%	17.0%	20.6%	18.2% (2)
District 5	16.7%	19.4%	27.5%	27.2% (3)
District 6	17.2%	19.9%	19.3%	18.2% (2)
Other/Unknown	0.0%	0.0%	5.1%	18.2% (2)

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

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

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Roberts, Rodney (M,A,4)	Architect	N/A	N	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Rodney Roberts, Architect:
Paul Presson (M,A,5) Parkhill, Smith, & Cooper

City of Lubbock
Board and Commision Recruiting Database
Updated: 8/28/2013

Sorted: By Preference

Key: **CS - Presently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Building Board of Appeals

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
0606		Daughtry	Steve	M	A	S	40-49	Engineer	Allied Associates Consul	4
1211		Grimstead	Tricia	F	A		30-39	Apartment Owner	AG Rentals, LTD.	5
0605		Perez	Jody	M	H	S	50-59	Sales	JMP Consultants	4
1303		Wooley	Marcus	M	A		18-29	Ferguson Enterprises	Ferguson Enterprises	4
Second Preference:										
0905		Bloodworth	David	M	A	C	50-59	Commercial Real Estate	Coldwell Banker Comme	4
1205		Chapa	David	M	H		40-49	Interior Designer	TTU - Physical Plant	5
Third Preference:										
0511		Campbell	Jesse	M	A	C	40-49	Account Executive Service	Johnson Controls, Inc	4
0511		Kirby	John	M	A		50-59	KTXT-TV	KTXT-TV	5
Fourth Preference:										
1108		Amor	Cherif	M	O		50-59	Dept. Chair/Assoc Prof.	Texas Tech	5
Fifth Preference:										
Sixth Preference:										
0507		Trombley	Trudy	F	A	S	60+	Retired Educator	Retired Educator	5

Committee #6 *Building Board of Appeals* *Perm./Temp. Board:* **P**

	Confidential?	Home	Business		Reappt Elig.
REALTOR			*Lisa Alexander Realtors*	*Curr:* 9/27/2012 - 8/1/2014	*Y*
Alexander		*4920 92nd Street*	*5106-B Slide Road*	*2nd:* -	
Ms. Lisa		*Lubbock TX 79424*	*Lubbock TX 79414*	*1st:* -	
		lisa@nts-online.net			
			(806) 771-5472	*Fax:* *(806) 793-8451*	
		(806) 789-8676 *CELL*			
E-mail ***lisa@nts-online.net***					
MASTER ELECTRICIAN			*Acme Electric*	*Curr:* 8/1/2013 - 8/1/2015	*Y*
Brown		*3801 85th St*	*108 E. 82nd St*	*2nd:* -	
Mr. Barry		*Lubbock TX 79423*	*Lubbock TX 79404*	*1st:* -	
			(806) 745-7720	*Fax:* *(806) 745-3102*	
		(806) 798-1419			
		CELL			
E-mail					
MECHANICAL CONTRACTOR			*RC'S AC & Heating*	*Curr:* 8/1/2012 - 8/1/2014	*N*
Chambless	Y	*4905 ECR 5300*	*916 Ave D*	*2nd:* -	
Mr. Ron		*Abernat TX 79311*	*Abernathy TX*	*1st:* 8/1/2010 - 8/1/2012	
	N	*(806) 746-6612*	*(806) 746-6612*	*Fax:* *(806) 298-5196*	
		(806) 777-6612 *CELL*			
E-mail ***ron@likeitwasours.com***					
MASTER PLUMBER			*Dale Boles Plumbing and Heati*	*Curr:* 8/1/2013 - 8/1/2015	*Y*
Ellis			*7103 Santa Fe Drive*	*2nd:* -	
Mr. Ken			*Lubbock TX 79407*	*1st:* 8/1/2011 - 8/1/2013	
			(806) 795-5528	*Fax:*	
		(806) 548-1779 *CELL*			
E-mail					
AT LARGE			*First United Bank*	*Curr:* 8/1/2012 - 8/1/2014	*Y*
Fagin	N	*6603 1st Street*	*5802 4th Street*	*2nd:* -	
Mr. Scott		*Lubbock TX 79416*	*Lubbock TX 79416*	*1st:* -	
	Y				
	N	*(806) 785-1778*	*(806) 797-6500*	*Fax:* *(806) 799-2915*	
	Y	*CELL*			
E-mail ***sfagin@firstunited.net***					

Chair/Pres:	Michael Landress	**Staff Liaison:**	Aubrey Long
Vice Chair/V.P.:		**Term:**	2 Years
Sec./Treasurer:	N/A	**Ex-Officio Mbr.:**	Steven O'Neal (Chief Building Official)

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

Last Update: 8/28/2013

Committee #6 Building Board of Appeals

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

	Confidential?	Home	Business		Reappt Elig.
AT LARGE				Curr: 8/1/2012 - 8/1/2014	N
Landress	Y	*3818 48th Street*		2nd: 8/1/2010 - 8/1/2012	
Mr. Michael		*Lubbock TX 79413*		1st: 10/23/2008 - 8/1/2010	
	Y	*(806) 438-0867*		Fax:	
		(806) 438-0867 CELL			
E-mail ***rktechjm@gmail.com***					
STRUCTRAL ENGINEER			*MWM Architects*	Curr: 9/27/2012 - 8/1/2014	Y
Landusky	N	*6201 8th Street*	*2574 74th Street, Suite 201*	2nd: -	
Mr. Lance		*Lubbock TX 79416*	*Lubbock TX 79423*	1st: -	
	Y		*(806) 745-7707*	Fax: *(806) 745-7620*	
	Y	*(806) 445-3802 CELL*			
E-mail ***llandusky@mwm-ae.com***					
COMMERCIAL CONTRACTOR			*McDougal Construction*	Curr: 8/1/2013 - 8/1/2015	Y
Miller		*8505 Trenton Avenue*	*5001 W. Loop 289*	2nd: -	
Mr. David		*Lubbock TX 79424*	*Lubbock TX 79414*	1st: -	
		david.miller@mcdougal.com	*(806) 797-3162*	Fax: *(806) 577-4691*	
		(806) 239-5914 CELL			
E-mail					
ARCHITECT			*Sunset Church of Christ*	Curr: 8/1/2011 - 8/1/2013	N
Roberts	Y	*4710 78th St*	*3723 34th St*	2nd: 8/1/2009 - 8/1/2011	
Mr. Rodney		*Lubbock TX 79424*	*Lubbock TX 79410*	1st: 4/27/2009 - 8/1/2009	
	N		*(806) 792-5191*	Fax:	
	N	*(806) 784-0820*			
	Y	*(806) 787-6559 CELL*			
E-mail ***rjroberts@sunset.cc***					
AT LARGE			*Water Heaters Unlimited, Inc*	Curr: 8/1/2013 - 8/1/2015	Y
Rushing		*7612 Canton*	*2407 1st Street*	2nd: -	
Mr. Joe		*Lubbock TX 79423*	*Lubbock TX 79415*	1st: -	
		etward2@gmail.com	*(806) 712-1904*	Fax: *(806) 765-0327*	
		(806) 548-2012 CELL			
E-mail ***waterheatersunlimited@yahoo.***					

Chair/Pres:	Michael Landress	**Staff Liaison:**	Aubrey Long
Vice Chair/V.P.:		**Term:**	2 Years
Sec./Treasurer:	N/A	**Ex-Officio Mbr.:**	Steven O'Neal (Chief Building Official)

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

Last Update: 8/28/2013

Committee #6 *Building Board of Appeals*

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

	Confidential?	*Home*	*Business*		*Reappt Elig.*
HOME BUILDER			***Custom Homes by Robert Woo***	*Curr:* 9/27/2012 - 8/1/2014	***Y***
Wood	N	***8906 Kewanee Avenue***	***8213 Alcove Avenue***	*2nd:* -	
Mr. Robert		***Lubbock TX 79424***	***Lubbock TX 79424***	*1st:* -	
	Y	***(806) 773-0813***	***(806) 798-1911***	*Fax:* ***(806) 866-4577***	
	Y	***CELL***			

E-mail ***rwood@robertwoodhomes.com***

Chair/Pres:	Michael Landress	**Staff Liaison:**	Aubrey Long
Vice Chair/V.P.:		**Term:**	2 Years
Sec./Treasurer:	N/A	**Ex-Officio Mbr.:**	Steven O'Neal (Chief Building Official)

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

Last Update: 8/28/2013

HEALTH / EDUCATIONAL FACILITIES DEVELOPMENT CORPORATION

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	73.4%	57.0% (4)
Hispanic	32.6%	27.6%	10.1%	14.0% (1)
African-American	8.7%	7.4%	10.1%	29.0% (2)
Other	3.7%	4.0%	6.3%	0.0% (0)
GENDER				
Male	48.5%	47.0%	75.3%	29.0% (2)
Female	51.5%	53.0%	24.7%	71.0% (5)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.1%	0.0% (0)
District 2	16.4%	12.7%	4.1%	0.0% (0)
District 3	16.3%	16.1%	13.3%	14.3% (1)
District 4	17.0%	17.0%	20.6%	0.0% (0)
District 5	16.7%	19.4%	27.5%	28.6% (2)
District 6	17.2%	19.9%	19.3%	57.1% (4)
Other/Unknown	0.0%	0.0%	5.1%	0.0% (0)

PURPOSE:

To promote and develop new, expanded or improved health facilities, being any real, personal, or mixed property, or any interest herein, the financing or refinancing of which is found by the Board of Directors of such corporation to be required.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Dewberry, Mamie (F,AA,3)		Y	Reappoint
Rice-Spearman, Lori (F,A,6)		Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint Mamie Dewberry and Lori Rice-Spearman

City of Lubbock
Board and Commision Recruiting Database
Updated: 8/24/2013

Sorted: By Preference

Key: CS - Presently serving on board(s)
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Health/Educational Facilities Development Corp

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
0810		Vaughn	Zane	M	A		18-29	Attorney	McCleskey, Harriger, Br	5
Second Preference:										
1303		Castro	Joel	M	H		50-59	Associate Superintendent	LISD	3
0907		Coppola	Martin	M	A		40-49	Associate Professor & Pro	Texas Tech HSC	5
0412	X	Ho	"Peter"	M	O	NW	40-49	Ophthamologist	Lubbock Eye Clinic	6
0510		Johnson	James	M	A	S	30-39	Hospital Administrator	University Medical Cent	5
0701		Oswalt	Lori	F	A		40-49	Program Director	Covenant	4
Third Preference:										
0905		Galbraith	Zach	M	A		30-39	Insurance	Shamburger Agency	6
0803		Galvan	Toni	F	A	NW	50-59	R.N./Professor, School of	TTUHSC-SON	6
0707		Jacks	Holly	F	A			Registered Nurse	Covenant Emergency	5
1308		Jalomo	Jesse	M	H		40-49	Higher Education	Texas Tech University	5
1206		Letalien	Anne	F	A		60+	Retinred Registered Nurse		4
1007		Looten	Sarah	F	A		18-29	Intake/Marketing Coordinat	Lubbock MHMR	4
0501		Maunder	Katherina	F	A	NW	50-59	Homemaker	Homemaker	6
Fourth Preference:										
0709		Holmes	Margaret	F	A		40-49	Doctoral Student	Doctoral Student	5
Fifth Preference:										
0605		Coulter	Murray	M	A	S	60+	Retired Educator	Retired Educator	4
1302		Flores	Isaac	M	H		18-29	Section Coordinator	The Office of Communit	6
0909		Humphrey	William	M	A		30-39	Director of Environmental	Healthcare Services Gro	3
Sixth Preference:										
1009		Chambers	Tosha	F	AA		30-39	Homemaker		4

Committee #19 Health/Educational Facilities Development Corp — *Perm./Temp. Board:* P

	Confidential?	*Home*	*Business*		*Reappt Elig.*
Dewberry		*5115 46th Street*		*Curr:* 10/25/2012 - 10/13/2013	*Y*
Ms. Mamie		*Lubbock TX 79414*		*2nd:* -	
				1st: -	
		(806) 797-2543		*Fax:*	
		CELL			
E-mail		*teachman@sbcglobal.net*			
Dunn		*4521 13th St*	*Women's Health Assoc*	*Curr:* 11/10/2012 - 11/10/2018	*Y*
Dr. Cynthia		*Lubbock TX 79416*	*3614 234d St*	*2nd:* -	
		gooddunn@gmail.com	*Lubbock TX 79410*	*1st:* -	
		(806) 799-4829	*(806) 785-0014*	*Fax:* *(806) 785-8314*	
		CELL			
E-mail		*jashley@womenshealthllp.com*			
Hernandez		*8608 Colton*	*Law Offices of Jorge E. Herna*	*Curr:* 10/13/2012 - 10/13/2018	*Y*
Ms. Marlise		*Lubbock TX 79424*	*2022 Broadway*	*2nd:* -	
			Lubbock TX 79401	*1st:* -	
		(806) 535-2158	*(806) 765-7257*	*Fax:* *(806) 763-5574*	
		CELL			
E-mail					
Rice-Spearman		*4514 9th St*	*TTUHSC*	*Curr:* 4/1/2008 - 10/13/2013	*Y*
Ms. Lori		*Lubbock TX 79416*	*3601 4th St, 2B181*	*2nd:* -	
			Lubbock TX 79430	*1st:* -	
		(806) 792-6192	*(806) 743-3255*	*Fax:* *(806) 743-3249*	
		CELL			
E-mail					
Schneider		*5015 101St*	*Covenant Health System*	*Curr:* 1/31/2013 - 10/13/2018	*Y*
Mr. James		*Lubbock TX 79424*	*3615 19th Street*	*2nd:* -	
		jscheindertx@aol.com	*Lubbock TX 79410*	*1st:* -	
		(806) 698-1304	*(806) 725-0432*	*Fax:* *(806) 725-0065*	
		(806) 577-7644 *CELL*			
E-mail		*jschneider@covhs.org*			

Chair/Pres:	Joe H. Mayes, DDS	**Staff Liaison:**	Pam Moon
Vice Chair/V.P.:		**Term:**	6 Years or less
Sec./Treasurer:	James Morris, MD	**Ex-Officio Mbr.:**	Don Dennis

Legal entity - No limit to number of reappointments. Term expirations corrected based on entity's by-laws.

* REFER REQUESTS FOR BOARD ROSTER TO DON DENNIS, 806.589.4239, dcdennis@bdflawfirm.com.

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

Last Update: 8/24/2013

Committee #19 Health/Educational Facilities Development Corp — *Perm./Temp. Board:* **P**

	Confidential?	Home	Business		Reappt Elig.
			TTUHSC	***Curr:*** **10/25/2012 - 10/13/2018**	***Y***
Tenner , Jr.	*	***5103 Amherst St***	***3601 4th St***	***2nd:*** **10/13/2006 - 10/13/2012**	
Dr. Thomas		***Lubbock TX 79416***	***Lubbock TX 79430***	***1st:*** **10/13/2000 - 10/13/2006**	
	*	***(806) 799-0016***	***(806) 743-2425***	***Fax:***	
		CELL			
E-mail					
			LISD	***Curr:*** **1/14/2010 - 1/14/2016**	***Y***
Thompson	N	***4902 Lehigh Street***	***1628 19th St***	***2nd:*** **1/14/2004 - 1/14/2010**	
Ms. Carolyn		***Lubbock TX 79416***	***Lubbock TX 79401***	***1st:*** **2/13/2003 - 1/14/2004**	
	N				
	Y	***(806) 928-0058***	***(806) 766-1134***	***Fax:***	
	N	***CELL***			
E-mail	***ckthompson@lubbock.k12.tx.u***				

Chair/Pres:	Joe H. Mayes, DDS	**Staff Liaison:**	Pam Moon
Vice Chair/V.P.:		**Term:**	6 Years or less
Sec./Treasurer:	James Morris, MD	**Ex-Officio Mbr.:**	Don Dennis

Legal entity - No limit to number of reappointments. Term expirations corrected based on entity's by-laws.

* REFER REQUESTS FOR BOARD ROSTER TO DON DENNIS, 806.589.4239, dcdennis@bdflawfirm.com.

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

Last Update: 8/24/2013

REESE REDEVELOPMENT AUTHORITY

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	73.4%	60.0% (3)
Hispanic	32.6%	27.6%	10.1%	0.0% (0)
African-American	8.7%	7.4%	10.1%	0.0% (0)
Other	3.7%	4.0%	6.3%	40.0% (2)
GENDER				
Male	48.5%	47.0%	75.3%	80.0% (4)
Female	51.5%	53.0%	24.7%	20.0% (1)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.1%	0.0% (0)
District 2	16.4%	12.7%	4.1%	0.0% (0)
District 3	16.3%	16.1%	13.3%	20.0% (1)
District 4	17.0%	17.0%	20.6%	20.0% (1)
District 5	16.7%	19.4%	27.5%	20.0% (1)
District 6	17.2%	19.9%	19.3%	0.0% (0)
Other/Unknown	0.0%	0.0%	5.1%	40.0% (2)

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

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

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Askins, Dewayne (M,A,0)		Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
This position did not come before the Board.

LUBBOCK REESE REDEVELOPMENT BOARD OF DIRECTORS:
To reappoint Dewayne Askins

Reese Technology Center

A Campus Centered in Technology, Research, Engineering, and Education

September 10, 2013

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

RE: Lubbock Reese Redevelopment Authority (LRRA) - Board Member Reappointment Submittal

Dear Ms. Garza:

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

Mr. Dewayne Askins

A copy of the Executive Committee of the Board action item supporting this reappointment is attached for your reference. We respectfully request that you approve this reappointment at your earliest convenience.

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

Sincerely,

Jerry L. Bell, President

Attachment: September 10, 2013 Executive Committee of the Board Action Item

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

EXECUTIVE COMMITTEE OF THE
BOARD OF DIRECTORS
LUBBOCK REESE REDEVELOPMENT AUTHORITY
September 10, 2013

Item to Be Considered :

Approve LRRA Board Recommendation

Previous Board Action:

a. In the event of LRRA board vacancies, the LRRA board recommends candidates to the various appointing bodies as provided for the in LRRA by laws
b. Dewayne Askins was nominated by the LRRA and approved by the City of Lubbock to fulfill the unexpired term of Gary Andrews

Statement of Pertinent Facts:

a. On September 30, 2013, the term of Dewayne Askins , fulfilling the unexpired of Gary Andrews, will expire
b. Article 3.02 of the Amended By-Laws of the Authority stipulates that there be seven (7) directors
c. The LRRA Board Executive Committee has met to review the nomination and continuation of Dewayne Askins as a board member under the By-Laws of the Authority

Advice Opinions Recommendations and Motion:

If the Executive Committee concurs, the following motion is in order:

Resolved , that the Executive Committee of the Board of Directors of the Lubbock Reese Redevelopment Authority hereby recommends Dewayne Askins to the appointing body, The City of Lubbock , as submitted this 10th day of September, 2013, to be ratified by the full board of the Lubbock Reese Redevelopment Authority on September 25, 2013.

Approved by: _____
Jerry L. Bell - President

ATTEST: _____
LRRA Board Member

City of Lubbock
Board and Commision Recruiting Database
Updated: 9/12/2013

Sorted: By Preference

Key: **CS - Presently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Reese Redevelopment Authority

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

Committee #70 Reese Redevelopment Authority — *Perm./Temp. Board:* **P**

	Confidential	*Home*	*Business*		*Reappt Elig.*
CITY			***Askins & Associates, Inc.***	***Curr:*** 10/27/2011 - 9/30/2013	***Y***
Askins			***8008 Slide Road, Ste. 37b***	***2nd:*** -	
Mr. Dewayne			***Lubbock TX 79424***	***1st:*** -	
			(806) 771-9627	***Fax:***	
		CEL			
E-mail					

CITY				***Curr:*** 9/30/2011 - 9/30/2015	***Y***
Bell	Y	***4003 93rd St.***		***2nd:*** -	
Mr. Jerry		***Lubbock TX 79423***		***1st:*** 12/17/2008 - 9/30/2011	
	Y	***(806) 794-5641***		***Fax:***	
		CEL			
E-mail					

CITY			***First Bank & Trust***	***Curr:*** 9/30/2011 - 9/30/2015	***N***
Garland	Y	***5723 83rd LN***	***9816 Slide Road***	***2nd:*** 9/30/2007 - 9/30/2011	
Mr. Greg		***Lubbock TX 79424***	***Lubbock TX 79424***	***1st:*** 10/26/2006 - 9/30/2007	
	Y	***(806) 798-9977***	***(806) 788-2801***	***Fax:***	
		CEL			
E-mail ***ggarland@firstbanklubbock.co***					

COUNTY COMMISSIONER			***Plains Capital Bank***	***Curr:*** -	***Y***
May	Y		***5010 University***	***2nd:*** -	
Mr. Joe			***Lubbock TX 79413***	***1st:*** -	
	Y		***(806) 791-6853***	***Fax:*** ***(806) 791-6866***	
		CEL			
E-mail ***jmay@plainscapital.com***					

SPAG			***South Plains Association of G***	***Curr:*** -	***Y***
Pierce	Y		***P.O. Box 3730***	***2nd:*** -	
Mr. Tim			***Lubbock TX 79452***	***1st:*** -	
	Y		***(806) 762-8721***	***Fax:*** ***(806) 765-9544***	
		CEL			
E-mail ***tpierce@spag.org***					

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

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

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

****** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ***** ***Last Update:*** 9/12/2013

Committee #70 Reese Redevelopment Authority

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

	Confidential	***Home***	***Business***			*Reappt Elig.*
CITY			***Parkhill, Smith, & Cooper***	***Curr:***	**9/30/2013** - **9/30/2017**	***Y***
Rapier		***3104 23rd Street***	***4222 85th Street***	***2nd:***	-	
Mr. Joe		***Lubbock TX 79410***	***Lubbock TX 79423***	***1st:***	-	
				Fax:		
		(806) 785-3913				
		CEL				
E-mail	***jrapier@team-psc.com***					
CITY				***Curr:***	**9/30/2013** - **9/30/2017**	***Y***
Van				***2nd:***	-	
Ms. Polly				***1st:***	-	
				Fax:		
			CEL			
E-mail						

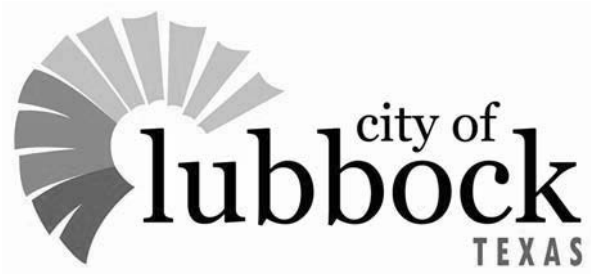
Chair/Pres:	John Tye	**Staff Liaison:**	Quincy White
Vice Chair/V.P.:	Joe May	**Term:**	4 Years
Sec./Treasurer:	Tim Pierce	**Ex-Officio Mbr.:**	

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

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

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

Last Update: 9/12/2013


city of
lubbock
TEXAS

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
August 22, 2013
3:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 22nd of August, 2013, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 3:00 p. m.

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

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

Absent: Council Member Victor Hernandez

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

- *Executive Session; 2.1-2.4; Citizen Comments (3.1-3.2); Sign-ups (3.3); 4.1; 5.1-5.6; 5.8; 5.7; 6.1-6.11; 6.13; 7.1-7.2.2; and 7.3.*
- *Item 6.12 was deleted.*
- *Items 7.2.3-7.2.6 were postponed to the next Regular City Council Meeting.*

1. Executive Session

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

1. 1. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.

1. 1. 1. Statement of Intent filed by Atmos Energy Corporation on February 7, 2012, to increase gas utility rates within the incorporated areas serviced by Atmos Energy Corporation, West Texas, including but not limited to, the City's ongoing appeal and all related options thereof.

1. 1. 2. Cause No. 2013-508,039 - City of Lubbock vs. Lubbock Omni Office, Inc., Monroe Emergency Care, LLC, American Capital Funding Corp. and Betco Scaffolds Inc.

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

1. 2. 1. Omni Building located 1208 14th Street.

1. 3. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074 (a)(1), to discuss personnel matters and take appropriate action.

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

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

1. 4. 1. Presentation from LEDA.

1. 5. Hold an executive session in accordance with V.T.C.A. Government Code Section 551.074, to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Building Board of Appeals, Permit & License Appeal Board, and Urban Design & Historic Preservation Commission.

6:15 CITY COUNCIL RECONVENED
Council Chambers

2. Proclamations and Presentations

2. 1. Invocation by Deacon José Mora, Our Lady of Guadalupe.

Deacon José Mora, Our Lady of Guadalupe, led the invocation.

2. 2. Pledges of Allegiance.

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

2. 3. **Audit & Investment Committee:**
Suzanne Blake (unable to attend)

Building Board of Appeals:
Joe Rushing

Citizens Traffic Commission:
Eric Finley (unable to attend)
Rebecca Ramirez

Civic Lubbock, Inc. Board of Directors:
Sammie Prather (unable to attend)

Museum & Arts Standing Sub-Committee:
Heather Hocker

Planning & Zoning Commission:
Michael "Brad" Wilson (unable to attend)

2. 4. Presentation of a special recognition to the Chamber of Commerce Fearless Champions Committee for their promotion of "Fearless Fridays" in conjunction with the Texas Tech Athletic Department.

Mayor Pro Tem Karen Gibson presented a special recognition to the Chamber of Commerce Fearless Champions Committee for their promotion of "Fearless Fridays" in conjunction with the Texas Tech Athletic Department. Steve Uryasz, Texas Tech Senior Associate Athletics Director; and Eddie McBride, Lubbock Chamber of Commerce President, gave comments about supporting Texas Tech with "Fearless Fridays" and thanked the Council for their support.

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

3. 1. Mike McDougal will appear before Council to discuss Market Lubbock, Inc. bylaws and budget.

Mike McDougal appeared before Council to speak in opposition of a decrease in City funding for Lubbock Economic Development Alliance (LEDA)/Market Lubbock, Inc.

3. 2. Bruce Jasinski will appear before the City Council to discuss the Quincy Park Public Improvement District.

Bruce Jasinski appeared before Council to speak in opposition of the Quincy Park Public Improvement District (PID).

3. 3. Sign-ups:

- Don Stubbs, Judy Sandlin, Shirley Taylor, and Deanne Clark appeared to speak about issues regarding LP&L and in opposition to the rate increase.
- Jason Hodges appeared before Council to discuss updates to Stumpy Hamilton Park.
- Debbie Bartholomew appeared before Council to discuss legal, budget, and open records request issues.
- William Sanders appeared before Council to speak in opposition of the PIDs, specifically the Quincy Park PID.
- Ysidro Gutierrez appeared before Council to discuss LP&L Request for Proposals and to speak in favor of televising Electric Utility Board meetings.
- Bill Curnow appeared before Council to discuss issues regarding LP&L; average winter consumption electric rates; and water bill.
- Deanne Clark appeared before Council to speak in opposition to a tax increase.
- Maurice Stanley appeared before Council to speak in opposition of City annexations.
- Carol Meek appeared before Council to speak in opposition of smart meters.
- David Stewart appeared before Council to discuss budget issues.
- Mikel Ward appeared before Council to speak in favor of a 1/2 cent decrease in funding for economic development.
- Chris Winn appeared before Council to speak about issues regarding the Electric Utility Board and the City Charter.

- Roger Settler appeared before Council to discuss City debt, budget, LP&L, and economic development issues.
- Burley Owen appeared before Council to speak in favor of decreasing the budget for economic development and other budget issues.
- Doug Karr appeared before Council to speak in favor of decreasing the budget for economic development and other budget issues.
- Leo Padgett appeared before Council to discuss various budget issues.
- Donna Walz appeared before Council to speak in opposition of the LP&L rate increase, City Charter revisions, and water.
- Fred Howell appeared before Council to discuss various budget and City issues.
- Eddie McBride appeared before Council to speak in favor of items 6.2 (annexation from Real Property Resources and KPA Ministries) and 6.3 (annexation from Ford Development Corporation).
- George McMahan appeared before Council to speak in favor of annexations and to discuss budget issues.
- Bill Subblefield appeared before Council to speak in favor of keeping delegated funds in north and east Lubbock.

4. Minutes

4. 1. June 18, 2013 Special City Council Meeting (EUB)
June 26, 2013 Special City Council Meeting (EUB)
July 19, 2013 Special City Council Meeting (Personnel Matters)
July 22, 2013 Special City Council Meeting (Special EUB)
July 23, 2013 Regular City Council Meeting
July 23, 2013 Special City Council Meeting (Budget)
July 30, 2013 Special City Council Meeting (LP&L Rates)
July 30, 2013 Special City Council Meeting (Imagine Lubbock Together)

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve minutes of the June 18, 2013 Special City Council Meeting (EUB); the June 26, 2013 Special City Council Meeting (EUB); the July 19, 2013 Special City Council Meeting (Personnel Matters); the July 22, 2013 Special City Council Meeting (Special EUB); the July 23, 2013 Regular City Council Meeting; the July 23, 2013 Special City Council Meeting (Budget); the July 30, 2012 Special City Council Meeting (LP&L rates); and the July 30, 2013 Special City Council Meeting (Imagine Lubbock Together).

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

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

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to approve items 5.1-5.6; and 5.8.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

5. 1. **Ordinance 1st Reading – Right-of-Way** : Ordinance No. 2013-O0081 abandoning and closing two five-foot Lubbock Power & Light (LP&L) underground utility easements located in Fox Ridge Addition, Lubbock County Texas, 9806 and 9805 Vernon Avenue.

5. 2. **Ordinance 1st Reading – Right-of-Way** : Ordinance No. 2013-O0082 abandoning and closing a portion of a 30-foot wide sanitary sewer line easement located in Section 21, Block AK, Lubbock County Texas, 10202 Frankford Avenue.

5. 3. **Ordinance 1st Reading – Right-of-Way** : Ordinance No. 2013-O0083 abandoning and closing a 20-foot underground utility easement and a 22.5-foot cross access, drainage, and underground utility easement located west of Loop 289 and north of 34th Street, 6010 34th Street.

5. 4. **Budget Ordinance 2nd Reading - Airport:** Ordinance No. 2013-O0074, Amendment 27, amending the adopted FY 2012-13 budget respecting the Airport Capital Project Fund by amending Capital Improvement Project 92284, Runway 17R/35L Rehab Construction.

5. 5. **Contract Resolutions - Parks and Recreation:** Resolution No.'s 2013-R0268 and 2013-R0269 authorizing the Mayor to execute contract 11407 with BWI Dallas/Ft. Worth of Carrollton, Texas, and contract 11466 with Target Specialty Products of Dallas, Texas, for pesticide and herbicide supplies for various parkland properties, ITB-13-11407-TL.

5. 6. **Contract Resolution - Fleet Services** : Resolution No. 2013-R0270 authorizing the Mayor to execute purchase order contract 10009373 with Daco Fire Safety Equipment for the purchase of a fuel truck for the Fire Department.

5. 7. **Contract Resolution - Fleet Services** : Resolution No. 2013-R0272 authorizing the Mayor to execute purchase order contract 10009385 with Verde Inc. for two rehabilitation trailers for the Fire Department, RFP 13-11322-DT.

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

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein to approve Resolution No. 2013-R0272.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

5. 8. **Resolution - Transit:** Resolution No. 2013-R0271 authorizing the Mayor to ratify amendment four, for the Medical Transportation Program (MTP) services agreement between the Texas Health and Human Services Commission and Citibus. HHSC 529-08-0196-00016.

6. **Regular Agenda**

6. 1. **Public Hearing 6:30 p.m. – Finance** : Hold a public hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 2.80% (percentage by which the proposed tax rate exceeds the effective tax rate calculated under Chapter 26, Tax Code).

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

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

Mayor Robertson opened the public hearing at 8:37 p.m.

Ysidro Gutierrez, Mikel Ward, Chris Winn, Roger Settler, Debbie Bartholomew, Burley Owen, Donna Walz, and David Stewart appeared to speak in opposition.

Maurice Stanley appeared to speak in favor.

Mayor Robertson closed the public hearing at 9:22 p.m.

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

Mayor Robertson opened the public hearing at 9:23 p.m.

Ron Betenbough appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Robertson closed the public hearing at 9:27 p.m.

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

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

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

Mayor Robertson opened the public hearing at 9:28 p.m.

Terry Holeman, Director of Development Services for Hugo, Reed, and Associates, appeared to give a presentation and speak in favor.

No one appeared to speak in opposition.

Mayor Robertson closed the public hearing at 9:38 p.m.

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2013-O0076.

Vote: 5 - 1 Motion carried

NAY: Council Member Latrelle Joy

Other: Council Member Victor Hernandez (ABSENT)

6. 4. **Public Hearing 6:30 p.m. - Planning** : Ordinance No. 2013-O0084, Zone Case 2816-D, a request of Tigris IX, LTD. for a zoning change from C-3 to A-2 on 9.697 acres of unplatted land out of Block E, Section 4, 1600 82nd Street, and consider an ordinance.

Dennis Carrizales, Senior Planner, gave comments and answered questions from Council.

Mayor Robertson opened the public hearing at 9:38 p.m.

Melinda Hernandez appeared to speak in opposition.

Ty Craft, Principal with Tigris Development, LLC, appeared to speak in favor.

Mayor Robertson closed the public hearing at 9:50 p.m.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Ordinance No. 2013-O0084.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 5. **Public Hearing 6:30 p.m. - Planning:** Ordinance No. 2013-O0085 request for Zone Case 1660-E, a request of Tanya Cintron (for NTCH-NM, LLC) for a zoning change from AM to AM Specific Use for a cell tower facility on Lot 2, Agee-Pharr Addition, 2402 52nd Street, and consider an ordinance.

Mayor Robertson opened the public hearing at 10:03 p.m.

Carol Meek appeared to speak in opposition.

Keith Fisher, with NTCH; and Lance Tindle, Director of RF Engineering, appeared to speak in favor.

Mayor Robertson closed the public hearing at 10:18 p.m.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Ordinance No. 2013-O0085.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 6. **Public Hearing 6:30 p.m. - Planning** : Ordinance No. 2013-O0086 a request for Zone Case 1112-C, a request of Tanya Cintron (for NTCH-NM, LLC) for a zoning change from C-2 to C-2 Specific Use for a cell tower facility on Lot 99B, Drury Park Addition, 4317 50th Street, and consider an ordinace.

Mayor Robertson opened the public hearing at 10:03 p.m.

Carol Meek appeared to speak in opposition.

Keith Fisher, with NTCH; and Lance Tindle, Director of RF Engineering, appeared to speak in favor.

Mayor Robertson closed the public hearing at 10:18 p.m.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Ordinance No. 2013-O0086.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 7. **Ordinance 2nd Reading - Finance:** Ordinance No. 2013-O0077 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Overton Public Improvement District; approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2013-14.

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

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein to approve Ordinance No. 2013-O0077.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 8. **Ordinance 2nd Reading - Finance:** Ordinance No. 2013-O0078 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Point Public Improvement District; approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2013-14.

Cheryl Brock, Budget Director; and James Groseclose, North Point PID Chairman, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Ordinance No. 2013-O0078.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 9. **Ordinance 2nd Reading - Finance:** Ordinance No. 2013-O0080 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Valencia Public Improvement District; approving, adopting, and filing with the City Secretary the Assessment Roll; closing the hearing and levying assessments based on the Service Plan for the cost of certain services and/or improvements to be provided in the PID during FY 2013-14.

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2013-O0080.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 10. **Ordinance 2nd Reading - Finance:** Ordinance No. 2013-O0079 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Quincy Park Public Improvement District; approving, adopting and filing with the City Secretary the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2013-14.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Ordinance No. 2013-O0079.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 11. **Resolution - Councilman Todd Klein** : Consider a resolution making certain recommendations from the City Council to the Lubbock Water Advisory Commission regarding the study of water rate modeling and water rate stabilization for the City of Lubbock.

This item failed due to a lack of a second.

Motion by Council Member Todd R. Klein, no second.

6. 12. **Resolution - Councilman Todd Klein** : Consider a resolution making certain recommendations from the City Council to the Electric Utility Board regarding a Citizens Task Force, electric rate stabilization, customer relations and rights, and affordability programs.

This item was deleted.

6. 13. **Board Appointments - City Secretary** : Consider nine appointments to the Appointments Advisory Board, two appointments to the Building Board of Appeals, one appointment to the Lubbock Water Advisory Commission, three appointments to the North Point Public Improvement District Advisory Board, one appointment to the Park & Recreation Board, three appointments to the Permit & License Appeal Board, and one appointment to the Urban Design & Historic Preservation Commission.

Appointments Advisory Board: Motion by Council Member Floyd Price, seconded by Council Member Jim Gerlt, to make the following appointment and reappointments:

Mayor positions: Reappoint Carlos Morales and appoint Jake Seideman to replace Jay House.

District 1 positions: These items were deleted.

District 2 position: Reappoint L.V. Andrews

District 3 position: Reappoint Judith Keller

District 4 position: Reappoint Roy Grimes

District 5 positions: Reappoint Indu Bilimoria and Jonathan Stephens.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

Building Board of Appeals:

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Latrelle Joy, to appoint Barry Brown to replace Billy Hall.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Floyd Price, to appoint David Miller to replace Jimmy Henderson.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

Lubbock Water Advisory Commission: Motion by Council Member Jim Gerlt, seconded by Council Member Floyd Price, to appoint Jay House to replace Suzie Baker.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

North Point Public Improvement District Advisory Board:

Motion by Mayor Pro Tem Gibson, seconded by Council Member Price, to appoint Jack Benton to replace Stanley Harris.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

Motion by Mayor Pro Tem Gibson, seconded by Council Member Jim Gerlt, to reappoint John Sweeney.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt, to appoint Charlotte McCarty to replace Carolyn Thompson.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

Park & Recreation Board: Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price, to appoint Susan Tomlinson to replace David Vasquez.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

Permit & License Appeal Board:

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein, to reappoint Bill Bates.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein, to appoint Marcus Wooley to replace Rosa Salazar.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

Urban Design & Historic Preservation Commission: Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt, to appoint Katherine Ehlers to replace Stance Hurst.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

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

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

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

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Karen Gibson to use the City's Human Resources Department to assist for purposes concerning the search for a new City Manager.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

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

7. 2. 1. Market Lubbock, Inc. and Lubbock Economic Development Alliance.

John Osborne, Chief Executive Officer of Lubbock Economic Development Alliance, gave a presentation related to financial and other activities of LEDA/Market Lubbock, Inc., and answered questions from Council.

7. 2. 2. Civic Lubbock, Inc.

Eddie Moreno, Civic Lubbock, Inc. Board Member, gave a presentation on financial and other activities and answered questions from Council. Pam Moon, Director of Finance, gave comments and answered questions from Council.

7. 2. 3. North Overton Tax Increment Financing (TIF) Reinvestment Zone.

This item was postponed to the next Regular City Council Meeting.

7. 2. 4. Central Business District Tax Increment Financing (TIF) Reinvestment Zone.

This item was postponed to the next Regular City Council Meeting.

7. 2. 5. Lubbock Business Park Tax Increment Financing (TIF) Reinvestment Zone.

This item was postponed to the next Regular City Council Meeting.

7. 2. 6. 2009 Bond Election Committee.

This item was postponed to the next Regular City Council Meeting.

7. 3. Discuss and possibly take action on the City's emergency response plan, and its early warning systems for severe weather alerts to the general public.

Jay Parchman, Director of Emergency Management, gave comments regarding the City's emergency response plan and early warning systems for severe weather alerts and answered questions from Council.

11:10 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
August 29, 2013
6:15 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 29th of August, 2013, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 6:15 p.m.

6:15 P.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas

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

* Council Member Latrelle Joy arrived at 8:00 p.m.

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

- *Items 1.1 - 1.7*
- *No action was taken on item 1.6.*

1. Regular Agenda

1. 1. Public Hearing 6:15 p.m. - Finance : Hold a public hearing on the proposed FY 2013-14 Operating Budget and Capital Program.

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

Sam Harper, with Fiestas del Llano; Lana Moore; Judy Sandlin; Maggie Trejo; Debbie Bartholomew; Ysidro Gutierrez; Josh Randolph; Roger Settler; Wayne Holder; Mikel Ward; Burley Owen; Chris Winn; Nitra Barnes; Maurice Stanley; Rita Pettigrew; Liz Padget; Bill Curnow; Carol Meek; Naida Gonzales; and Jerry Perez appeared before Council to discuss the proposed FY 2013-14 Budget and Captial Program.

Mayor Robertson closed the public hearing at 7:21 p.m.

1. 2. Public Hearing 6:15 p.m. – Finance : Hold a public hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 2.80% (percentage by which the proposed tax rate exceeds the effective tax rate calculated under Chapter 26, Tax Code).

Mayor Robertson opened the public hearing at 7:22 p.m.

Ysidro Gutierrez, Lana Moore, Josh Randolph, Roger Settler, Mikel Ward, Wayne Holder, Nitra Barnes, Rita Pettigrew; and Wayne Barber appeared to speak in opposition to a proposed tax rate increase.

Maurice Stanley appeared to speak in favor.

Mayor Robertson closed the public hearing at 7:45 p.m.

1. 3. **Public Hearing - 6:15 p.m. - Finance** : Hold a public hearing to consider a rate increase of $4.00 per month per water meter for residential customers and $26.55 per month per water meter for commercial customers to be charged by the Storm Water Utility; with a proposed monthly storm water fee of $18.00 per water meter for residential customers and $119.47 per water meter for commercial customers.

Mayor Robertson opened the public hearing at 7:58 p.m.

Roger Settler and Mikel Ward spoke in opposition of a storm water increase.

No one appeared to speak in favor.

Mayor Robertson closed the public hearing at 8:05 p.m.

1. 4. **Ordinance 1st Reading - Finance** : Ordinance No. 2013-O0087 approving and adopting a budget for Fiscal Year 2013-14; providing for necessary transfers of funds between accounts and departments, if required; appropriating funds for the Fiscal Year 2013-14 Operating Budget and Capital Program of the City of Lubbock; approving the pay plan and positions; establishing Civil Service classifications and positions; approving all fees, fines, and charges for service; approving inclusion of equipment and property to be purchased as a part of the master lease program; authorizing the Mayor to appropriate certain funding during a duly declared state of disaster; amending Section 22.03.084 of the Code of Ordinances of the City of Lubbock by revising Water base charge as contained therein; amending Section 22.03.085 of the Code of Ordinances of the City of Lubbock by revising water volume rates as contained therein; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., Lubbock Emergency Communication District, Vintage Township Public Facilities Corporation, and Meadowbrook Golf Course, providing for publication; and providing for a savings clause.

Cheryl Brock, Budget Director; James Loomis, Acting City Manager; Chad Sales, Electric Utility Financial Analyst; Dale Stephens, Director of Transmission and Distribution for LP&L; George Carpenter, Electric Utility Board Member; and Gary Zheng, Chief Executive Officer for LP&L, gave comments and answered questions from Council.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Ordinance No. 2013-O0087 with the following amendments:

- Reduce funding and appropriation in the FY 2013-14 Budget as follows:
  - Reduce FY 2014 LP&L Revenue Bonds by $15 million.
  - Reduce the appropriation for the Lubbock, Power, & Light Capital Program by $15 million, and
- Increase expenditures in the General Fund by increasing the Building Inspection cost center budget by $119,000 and increasing non-departmental cost center budget by $100,000 for remediation on the fire training site, for a total increase of $219,000.
- Increase Utilization of Net Assets in General Fund by $219,000.
- Increase the number of positions in Building Inspection by one plan checker and one inspector for a total of 24 positions, an increase of two positions.

Motion by Council Member Victor Hernandez, seconded by Council Member Latrelle Joy to divide the question.

Vote: 7 - 0 Motion carried

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Ordinance No. 2013-O0087 with the following amendment:

- Reduce funding and appropriation in the FY 2013-14 Budget as follows:
  - Reduce FY 2014 LP&L Revenue Bonds $15 million, and
  - Reduce the appropriation for the Lubbock, Power, & Light Capital Program by $15 million.

Vote: 5 - 2 Motion carried

NAY: Mayor Glen C. Robertson
Council Member Latrelle Joy

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Ordinance No. 2013-O0087 with the following amendment:

- Increase expenditures in the General Fund by increasing the Building Inspection cost center budget by $119,000 and increasing non-departmental cost center budget by $100,000 for remediation on the fire training site, for a total increase of $219,000.
- Increase Utilization of Net Assets in General Fund by $219,000.
- Increase the number of positions in Building Inspection by one plan checker and one inspector for a total of 24 positions, an increase of two positions.

Vote: 3 - 4 Failed

NAY: Mayor Glen C. Robertson
Council Member Victor Hernandez
Council Member Latrelle Joy
Council Member Todd R. Klein

1. 5. **Ordinance 1st Reading - Finance** : Ordinance No. 2013-O0088 setting the tax rate and levying a tax upon all property subject to taxation with the City of Lubbock for 2013.

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

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Floyd Price to approve Ordinance No. 2013-O0088.

Vote: 5 - 2 Motion carried

NAY: Mayor Glen C. Robertson
Council Member Todd R. Klein

1. 6. **Ordinance 1st Reading - Finance:** An Ordinance approving and adopting the formula and schedule of muncipal drainage charges; providing for publication; and providing for a savings clause.

No action was taken on this item.

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

1. 7. **Resolution - Facilities:** Resolution No. 2013-R0273 authorizing the Mayor to execute Contract 11365 with Lee Lewis Construction, Inc., for the construction of New Fire Station 19 located at 5826th 98th Street, RFP 13-11365-MA.

Mike Kemp, Fire Chief; and Cheryl Brock, Budget Director, gave comments and answered questions from Council.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Victor Hernandez to approve Resolution No. 2013-R0273.

Vote: 7 - 0 Motion carried

10:58 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
September 4, 2013
9:00 A. M.

The City Council of the City of Lubbock, Texas met in special session on the 4th of September, 2013, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 9:00 a. m.

9:00 A.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas

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

Absent: Council Member Latrelle Joy

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

- *Executive Session; 2.1*

1. Executive Session

The meeting was called into a closed public session at 9:00 a.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 9:20 a.m.

1. 1. Hold an executive session in accordance with Vernons' Texas Code Annotated (V.T.C.A.) Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.

1. 1. 1. Statement of Intent filed by Atmos Energy Corporation on February 7, 2012, to increase gas utility rates within the incorporated areas serviced by Atmos Energy Corporation, West Texas, including but not limited to, the City's ongoing appeal and all related options thereof.

2. Regular Session

3. 1. Ordinance 1st Reading-City Council - Ordinance No. 2013-O0089, requirements Applicable to a Gas Utility's Statement of Intent to Change Rates and Rate Filing Package Under the Gas Utility Regulatory Act: Consider adoption of an Ordinance prescribing regulations regarding a rate filing package to include specific schedules, data, and other information to be provided to the municipality by gas utilities as part of a Statement of Intent to increase rates under the Gas Utility Regulatory Act; providing that this Ordinance is cumulative and that other information may be required to be submitted; providing for the use of forms as part of the statement of intent; requiring that the rate filing package be supported by affidavit; providing for expert assistance to the City; providing for compliance with other laws; providing for a waiver of these filing requirements on good cause but no waiver of jurisdiction; providing for the treatment of proprietary gas utility information; providing for notice; providing for a savings clause; finding and determining that the meeting at which this Ordinance was passed was in accordance with the requirements of the Texas Open Meetings Act;

making other findings and provisions related to the subject; and declaring an effective date.

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

Motion by Council Member Jim Gerlt, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2013-O0089.

Vote: 6 - 0 Motion carried

Other: Council Member Latrelle Joy (ABSENT)

9:25 A.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
September 6, 2013
5:30 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 6th of September, 2013, at the Buddy Holly Center, 1801 Crickets Avenue, Lubbock, Texas at 5:30 p. m.

5:30 P.M. CITY COUNCIL CONVENED
Buddy Holly Center, 1801 Crickets Avenue, Lubbock, Texas

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

Absent: Mayor Glen C. Robertson

1. Regular Agenda

1. 1. Ribbon Cutting Ceremony for the J.I. Allison House

Eddie Moreno, Civic Lubbock, Inc. Board Member, gave the introduction. Art Cuevas, owner of Art Cuevas Construction, gave remarks on the movement of the J.I. Allison House.

Mayor Pro Tem Karen Gibson read a special recognition for the J.I. Allison House.

J.I. Allison, Sonny Curtis, and Joe B. Mauldin, former members of Buddy Holly and the Crickets, gave comments and extended their appreciation.

City of Lubbock Officials, City Staff, Art Cuevas Construction Company, and J.I. Allison initiated the ribbon cutting.

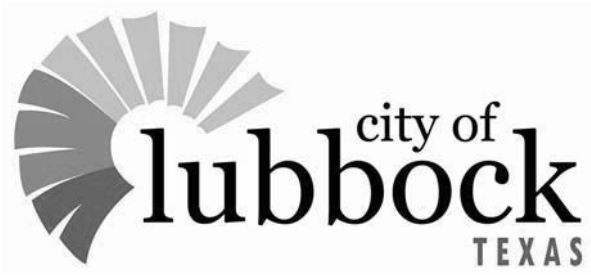
6:05 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary


city of
lubbock
TEXAS

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

Meeting Date: 09/26/2013

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance 2013-O0090 Amendment 28 amending the FY 2012-13 budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) Grant; accept and appropriate funding from the Texas Department of Transportation (TXDOT) for the Teaching Kids to be Street Smart Program Grant; accept and appropriate funding from the Department of Justice (DOJ) for the FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and accept and appropriate funding from the Texas Department of State Health Services (DSHS) for the Immunization Branch - Locals (Immunization) Grant, the Public Health Emergency Preparedness Services (PHEP) Grant, the Regional and Local Services Section/Local Public Health System (RLSS/LPHS) Grant, and the Syphilis Elimination Texas - Lubbock County (STD) Grant.

Item Summary

I. Accept and appropriate an additional $100,452 from the TDHCA for the CEAP grant, for a total appropriation of $1,115,754.

II. Accept and appropriate $31,792 from TXDOT for the Teaching Kids to be Street Smart grant. The local cash match of $24,594 has been appropriated in the FY 2012-13 Operating Budget for the Outdoor Recreation cost center. An increase in the award amount of $11 is reflected in the second reading of this ordinance.

III. Accept and appropriate $160,583 from the DOJ for the FY 13 Edward Byrne Memorial JAG Program.

IV. Accept and appropriate $232,115 from the Texas DSHS for the Immunization Grant.

V. Accept and appropriate $250,632 for the PHEP Grant.

VI. Accept and appropriate $87,645 for the RLSS/LPHS Grant.

VII. Accept and appropriate $100,000 for the STD Grant.

Fiscal Impact

Included in item summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Budget Ordinance 28

Grant Detail Sheet - CD CEAP

Grant Detail Sheet - Parks Safety City
Grant Detail Sheet - Police JAG
Grant Detail Sheet - Health Immunization Branch
Grant Detail Sheet - Health PHEP
Grant Detail Sheet - Health RLSS
Grant Detail Sheet - Health STD

ORDINANCE NO. _____

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

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

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

WHEREAS, the City Council deems it advisable to change the FY 2012-13 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2012-13 (Budget Amendment #28) for municipal purposes, as follows:

I. Accept and appropriate an additional $100,452 from the TDHCA for the CEAP grant, for a total appropriation of $1,115,754.

II. Accept and appropriate $31,792 from TXDOT for the Teaching Kids to be Street Smart grant.

III. Accept and appropriate $160,583 from the DOJ for the FY 13 Edward Byrne Memorial JAG Program.

IV. Accept and appropriate $232,115 from the Texas DSHS for the Immunization Grant.

V. Accept and appropriate $250,632 for the PHEP Grant.

VI. Accept and appropriate $87,645 for the RLSS/LPHS Grant.

VII. Accept and appropriate $100,000 for the STD Grant.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

BudgetFY1213.Amend28.ord.v2

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

Administrative Information:

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

Personnel Information:

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

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

Budget Information:

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

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

Administrative Information:

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

Personnel Information:

# of part-time positions funded w/grant	3

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

Budget Information:

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

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

Administrative Information

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

Budget Information

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

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

Administrative Information:

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

Personnel Information:

# of full-time positions funded w/grant	4

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

Budget Information:	**Cost**
Grant Appropriation Detail	
Salaries	
Full-time salary	$ 146,965
Benefits	85,150
Total Appropriation	$ 232,115

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

Administrative Information:

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

Personnel Information:

Number of full-time positions funded w/grant 3

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

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

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

Administrative Information:

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

Personnel Information:

# of full-time positions funded w/grant	1

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Registered Nurse	$ 70,838	29,606	87,645	12,799

Budget Information:

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

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

Administrative Information:

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

Personnel Information:

# of full-time positions funded w/grant 3

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

Budget Information:	**Cost**
Grant Appropriation Detail	
Salaries	
Full-time salary	$ 100,000
Total Appropriation	$ 100,000

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

Meeting Date: 09/26/2013

Information

Agenda Item

Contract Resolution - Community Development: Consider a resolution authorizing the Mayor to execute an amendment to contract 11185 and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) to fund energy assistance programs.

Item Summary

The source for this contract is a pass through grant from the TDHCA. The original contract for $1,015,302 was accepted and appropriated by City Council at their meeting on February 14, 2013.

The TDHCA increased the city's allocation in an additional amount of $100,452. The total amount of this contract is now $1,115,754.

The amendment is an electronic signature contract. The period for performance of this contract is January 1, 2013, through December 31, 2013.

Fiscal Impact

The funds used are State funds from the CEAP. The maximum to be allocated to this grant is $1,115,754.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & Amendment - CEAP

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Amendment to a Community Development Funding Contract #58130001622, by and between the City of Lubbock and Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program, and all related documents. Said Amendment is attached hereto and incorporated in this Resolution as if fully set forth herein, and shall be included in the minutes of the City Council.

Passed by the City Council this _____, 2013

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, CD Director/Citibus Liaison

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

gs/Amend-TDHC-Comprehensive Energy Assist Prog.res
8.20.13

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 58130001622 FOR THE
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)
AMENDMENT NUMBER: 1

SECTION 1.

This Amendment Number 1 to 58130001622 (the First Amendment) is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (hereinafter the "Department") and City of Lubbock, a political subdivision of the State of Texas (the "Subrecipient"), (hereinafter, collectively the "Parties").

SECTION 2.

Subrecipient and Department executed that certain CEAP Contract No. 58130001622 ("Contract") to be effective on 6/15/2013.

SECTION 3.

Under the authority described in Section 12 of the Contract and for valuable consideration, the receipt and sufficiency which are hereby acknowledged, the Parties hereby agree to [further] amend the Contract in the manner provided herein below:

1. Section 9 A, Record Keeping Requirements, to the Contract is amended by replacing in its entirety

   Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures of funds made under this Contract in accordance with the UGMS, 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 ready available, whether stored electronically or hard copy to justify compliance with program rules and regulations.

2. Section 18 F, Audit, to the Contract is amended by replacing in its entirety

   Subrecipient shall procure audit services through an open, competitive process at least once every five years. The auditor shall retain working papers and reports for a minimum of the three years after the date of directive of the auditor's report to the Subrecipient. Audit working papers shall be made available upon request to Department at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this Section. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

3. Exhibit B, BUDGET, to the Contract is amended by replacing in its entirety with the amended Exhibit B, BUDGET, attached hereto (consisting of two (2) pages).

SECTION 4.

The Parties hereto agree that all other terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this First Amendment. In the event this First Amendment and the terms of the Contract [as amended by the First Amendment] are in conflict, this First Amendment shall govern, unless it would make the Contract void by law.

SECTION 5.

Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 6.

This First Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

SECTION 7.

If any of the Parties returns this 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.

SECTION 8.

By signing this First Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.

SECTION 9.

This First Amendment shall be binding upon the Parties hereto and their respective successors and assigns.

SECTION 10.

This First Amendment is executed to be effective on the date of execution by the authorized representative for the Department.

AGREED TO AND EXECUTED BY:

City of Lubbock
a political subdivision of the State of Texas

By:

Title:

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

Administrative costs, salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 6.2% of the contract expenditures, excluding Training/Travel costs. All other administrative costs, exclusive of administrative costs for Assurance 16 Activities, must be paid with nonfederal funds.

Assurance 16 Activities costs will be the maximum allowable under the total State of Texas LIHEAP award but not more than 6.6% of the contract expenditures excluding Training and Travel costs.

Subrecipient may incur costs associated with the closeout of this Contract. These activities include but are not limited to: payment of invoices, and quality assurance activities for a period not to exceed 45 days from the end of the Contract Term defined in Section 2 of this Contract.

These costs shall be reported on the final report described in Section 10 of this Contract.

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 NO. 581300001622 FOR THE FY 2013
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

EXHIBIT B
BUDGET

City of Lubbock,
a political subdivision

DEPARTMENT FINANCIAL OBLIGATIONS

$ 1,115,754.00	CEAP FUNDS CURRENTLY AVAILABLE
$ 1,200.00	TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	$ 69,660.00	-
Assurance 16	$ 72,892.00	-
Direct Services	$ 972,002.00	-
TOTAL CEAP BUDGET	$ 1,114,554.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	$ 486,001.00	50.00
Utility Assistance	$ 486,001.00	50.00
TOTAL DIRECT SERVICES	$ 972,002.00	100.00

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

LUBBOCK

Regular City Council Meeting **5. 1. 2.**

Meeting Date: 09/26/2013

Information

Agenda Item

Contract Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute an agreement with the Texas Department of Transportation (TxDOT) for the Texas Traffic Safety Program "Teaching Kids to Be Street Smart" grant for bicycle, car, pedestrian and other safety related programs at Safety City.

Item Summary

Since 1993, staff educates approximately 5,000 children annually across Lubbock and the South Plains on safety issues involving bicycle, car, and pedestrian safety. The following public, parochial, and private schools have attended Safety City classes: Abernathy I.S.D., All Saints Episcopal School, Home School Students, Lamesa I.S.D, Levelland I.S.D., Littlefield I.S.D., Lubbock I.S.D., New Deal I.S.D., Plainview I.S.D., Seagraves I.S.D., Shallowater I.S.D., Slaton I.S.D., Southland I.S.D., Spur I.S.D., Sundown I.S.D. In addition, Safety City serves as a culminating activity for traffic safety courses as a part of the Lubbock I.S.D. second and fourth grade curriculum. At Safety City, children practice the lessons learned in the classroom in a realistic setting. The hands-on experience results in better understanding of the traffic environment and its dangers. The core topics taught at Safety City by staff has expanded to include water, electrical, animal, and skate boarding safety. Safety City hosts safety fairs and summer safety camps. Grant funding allows staff to further the cause of "Teaching Kids to Be Street Smart," and reduce the number of accidents involving children ages four through twelve.

Fiscal Impact

$31,791.89 grant with a required match of $24,594.48, appropriated in the Outdoor Recreation budget.

Staff/Board Recommending

Scott Snider, Assistant City Manager of Community Services

Attachments

Resolution & Agreement - TxDOT

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 Contract from the State of Texas, acting by and through the Texas Department of Transportation for the "Teaching Kids to Be Street Smart" grant for the bicycle, car, pedestrian and other safety related programs at Safety City, a copy of which Contract is attached hereto and shall be 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 _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Randy Truesdell, Community Services Director

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

gs/Res.TxDot-Safety City
9.5.13

Texas Traffic Safety eGrants

Fiscal Year 2014

Organization Name: City of Lubbock - Parks & Recreation

Legal Name: City of Lubbock

Payee Identification Number: 17560005906000

Project Title: Safety City, "Teaching Kids to be Street Smart"

ID: 2014-LubbockP-G-1YG-0047

Period: 10/01/2013 to 09/30/2014

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Lubbock** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2014.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

Contract Number: **584EGF6046**

CFDA Number: **20.600**

CFDA Title: **State and Community Highway Safety Grant Program**

Funding Source: Section **402**

DUNS: **058213893**

Project Title: Safety City, "Teaching Kids to be Street Smart"

Description: Safety City is dedicated to educating children on the importance of traffic and bicycle safety. Our facility instructs an average of 5,000 children per year.
This project is Not Research and Development

Grant Period: This Grant becomes effective on **10/01/2013** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2014** unless terminated or otherwise modified.

Total Awarded: **$56,386.37**
Amount Eligible for Reimbursement by the Department: **$31,791.89**
Match Amount provided by the Subgrantee: **$24,594.48**

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE	THE STATE OF TEXAS
City of Lubbock [Legal Name of Agency]	Executed for the Executive Director and Approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out orders, established policies or work programs approved and authorized by the Texas Transportation Commission
By: _____ [Authorized Signature]	By: _____ [District Engineer Texas Department of Transportation]
GLEN C. ROBERTSON [Name]	_____ [Name]
MAYOR [Title]	_____ [Title]
Date: _____	Date: _____
Under the authority of Ordinance or Resolution Number (for local government) (If Applicable) _____ [Resolution Number]	By: _____ Director, Traffic Operations Division Texas Department of Transportation (Not required for local project grants under $100,000.00) Date: _____
ATTEST: _____ Rebecca Garza, City Secretary	APPROVED AS TO CONTENT: _____ Randy Truesdell, Community Services Director

Amy L. Sims, Asst. City Attorney

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR Part 18; 49 CFR Part 19 (OMB [Office of Management and Budget] Circular A-110); 49 CFR Part 225 (OMB Circular A-87); OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (*eGrants*), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants *only*: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by one of the following

cost principles, as appropriate, outlined in:

1. OMB Circular A-21, Cost Principles for Educational Institutions;
2. 49 CFR Part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments; or,
3. OMB Circular A-122, Cost Principles for Nonprofit Organizations.

F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through *eGrants.*

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in *eGrants.* Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through *eGrants.* If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through *eGrants.* For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager. For Selective Traffic Enforcement Programs (STEPs), performance reports must be submitted monthly.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through *eGrants*, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through *eGrants* within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supercedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or
2. There is a written thirty (30) day notice by either party; or
3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of $25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of $25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's

procurement and property management standards and (2) the federal procurement and property management standards provided by:

A. 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or

B. 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through *eGrants*.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of

this agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas

Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

ARTICLE 24. DEBARMENT AND SUSPENSION

A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not within the three (3) year period preceding this agreement 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 federal, state, or local public 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;

3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and

4. Have not, within the three (3) year period preceding this agreement, had one or more federal, state, or local public transactions terminated for cause or default.

B. Where the Subgrantee is unable to certify to any of the statements in this Article, the Subgrantee shall attach an explanation to this agreement.

C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Subgrantee certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549.

D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief that:

A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal 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 federal 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 party to this agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Subgrantee 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC § 1352. 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.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement

or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than $25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: https://www.bpn.gov/ccr/default.aspx;

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

3. Report the total compensation and names of its top five (5) executives to the State if:

   i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

B. If threshold expenditures of $500,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.

C. If expenditures are less than $500,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee

will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT

The Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out the objectives and performance measures of this Grant Agreement by implementing all activities in the Action Plan.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 (Compensation) and Article 7 (Reporting and Monitoring) of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend Department-approved grant management training.

D. Attend meetings according to the following:
1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and schedule for the following quarter's work.
2. The project director or other qualified person will be available to represent the Subgrantee at meetings requested by the Department.

E. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants), prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.

F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have written Department district approval for travel and related expenses if outside of the Department district's boundaries.

G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.

H. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or an activity already supported by local or state funds.

I. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented during the grant year.

RESPONSIBILITIES OF THE DEPARTMENT

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

1. review of periodic reports
2. physical inspection of project records and supporting documentation
3. telephone conversations
4. e-mails and letters
5. quarterly review meetings
6. eGrants

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

1. Ascertain whether or not the project objectives were met
2. Review project accomplishments (performance measures completed, targets achieved)
3. Document any progress towards self-sufficiency
4. Account for any approved Program Income earned and expended
5. Identify exemplary performance or best practices

Planning and Administration

Goal(s):

X To provide effective and efficient management of the Texas Traffic Safety Program

Strategy:

Provide training and assistance for local and statewide traffic safety problem identification.

Alcohol and Other Drug Counter Measures

Goal(s):

To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, fatalities and injuries.

Strategy:

X To reduce the number of DUI-related crashes where the driver is under age 21.

Strategy:

Increase public education and information, concentrating on youth age 5-13 and 14-20, including parent education on drinking and driving.

Occupant Protection

Goal(s):

X To increase occupant restraint use in all passenger vehicles and trucks.

Strategy:

Increase public information and education campaigns.

Pedestrian and Bicyclist Safety

Goal(s):

X To reduce the number of motor vehicle-related pedestrian and bicyclist fatalities.

Strategy:

Increase public information and education on motorists' responsibilities pertaining to pedestrian and bicyclist safety.

Increase public information and education efforts on pedestrian and bicyclist safety.

Driver Education and Behavior

Goal(s):

X To increase public knowledge, perception and understanding of driver education and traffic safety for all road users.

Strategy:

Develop and implement public information and education efforts on traffic safety issues.

To reduce the number of crashes and injuries related to distracted driving.

Strategy:

Railroad / Highway Crossing

Goal(s):

X To reduce KAB crashes at railroad/highway crossings.

Strategy:

Increase public education and information on railroad/highway crossing safety.

Roadway Safety

Goal(s):

X To reduce the number of traffic crashes, injuries, and fatalities in work zones.

Strategy:

Increase public education and information on roadway safety.

To increase knowledge of roadway safety and current technologies among people involved in engineering, construction, and maintenance areas at both the state and local level.

Strategy:

Safe Communities

Goal(s):

X To establish integrated community traffic safety programs to prevent traffic-related fatalities and injuries.

Strategy:

Support statewide the Texas Safe Community efforts by providing education, training, and coordination on how to initiate and conduct community based traffic safety programs and how communities can become designated as a Texas Safe community Coalition.

School Bus

Goal(s):

X To reduce School bus-related crashes, injuries and fatalities.

Strategy:

Provide public information and education campaigns to promote safe motor vehicle operations around school buses.

Problem Identification and Solution

I. Problem Identification

According to the National Safety Council, more than 3,000 children die, 60,000 go to emergency rooms and 170,000 are injured in traffic-related accidents each year in the United States. Almost half of all traffic fatalities involve children between the ages of one and fifteen. Most of these accidents could have been avoided if children were more aware of traffic safety. Studies concluded that children who learn hazard identification and avoidance in an experimental environment had 89% fewer accidents. The City of Lubbock Police Department does track the number of accidents each year involving young children. It is imperative that we teach our young children the importance of being safe while riding in a car, walking outside, and riding their bicycles in order to decrease the number of accidents we have in Lubbock, TX.

II. Problem Solution

Safety City is an unique kid-sized town where school age children learn hands-on rules of pedestrian, bicycle, and traffic safety. Safety City is operated and funded by the City of Lubbock Parks and Recreation Department. Not only does Safety City offer safety education, but we also offer many other programs such as summer camps, bicycle lessons, birthday parties, badge requirements for boy and girl scout troops and classes/activities for children with special needs.

Safety City is a 2 1/2 acre miniature city complete with traffic signals, crosswalks, and small sized automobiles used to teach traffic safety techniques to children. It simulates a real traffic environment featuring many safety hazards children encounter on a daily basis.

Upon arrival to Safety City, children are given a short presentation by a trained staff member about bicycle, pedestrian, bus safety, railroad safety and traffic laws. Each child, depending on age is given an opportunity to have hands-on experience dealing with the information presented in the classroom presentation. Second graders participate as pedestrians and bicyclists and fourth graders participate as pedestrians, bicyclists and motorists.

Potential safety hazards such as overpasses, construction areas, railroad crossings and school zones are included so that children can learn to react in these circumstances in a realistic setting.

Safety City has expanded to include seat belt education, animal safety and hosting a yearly on-site safety fair that attracts area hospitals and other safety related organizations. We also will be working with West Texas Cycling Club and the Lubbock Bicycle Community to host bicycle workshops.

III. Project Evaluation

Safety City hopes to see a decrease in traffic related injuries and deaths involving children not only in the Lubbock area but state wide. The numbers of those traffic related injuries are tracked by the Lubbock Police Department. Staff at Safety City will continue to evaluate those numbers in order to show that the program is having a positive effect on the

safety of young children. Safety City will continue to expand programming to educate more children each year.

Objectives, PI&E, Performance Measures and Activities

Objective statement: To Educate 7500 elementary students in pedestrian, bicycle, motor vehicle, bus, and railroad safety by 9/30/2014

	Activity	Responsible	Activity Completion Date
1.	Educate Lubbock Independent School District's and surrounding school district's elementary students about traffic safety.	Subgrantee	5/30/2014
2.	Offer birthday parties at Safety City where children receive literature on bicycle, pedestrian, and motor safety.	Subgrantee	9/30/2014
3.	Boy/Girl Scout troops attend Safety City classes in order to earn safety badges by learning traffic laws.	Subgrantee	9/30/2014
4.	Health and Safety Fairs: by attending other fairs to offer information, location and programming about Safety City.	Subgrantee	9/30/2014
5.	Summer camps: offer activities revolving around health and safety.	Subgrantee	9/30/2014
6.	Bicycle lessons: teaching children how to ride a bicycle without training wheels and how to safely navigate city streets.	Subgrantee	9/30/2014
7.	ADA: offer programming to children with special needs of all ages. This program includes but is not limited to general traffic safety.	Subgrantee	9/30/2014
8.	Fun summer recreation: offer a time during the summer months that children lean about bicycle, pedestrian and motor safety.	Subgrantee	9/30/2014
9.	Host annual Health and Safety Fair: to educate the public on health and safety issues.	Subgrantee	5/30/2014
10.			

Budget Summary

Budget Category		TxDOT	Match	Program Income	Total
Category I - Labor Costs					
(100)	Salaries:	$16,395.60	$20,838.48	$0	$37,234.08
(200)	Fringe Benefits:	$0	$0	$0	$0
	Sub-Total:	$16,395.60	$20,838.48	$0	$37,234.08
Category II - Other Direct Costs					
(300)	Travel:	$2,226.50	$0	$0	$2,226.50
(400)	Equipment:	$3,980.00	$0	$0	$3,980.00
(500)	Supplies:	$1,500.00	$0	$0	$1,500.00
(600)	Contractual Services:	$0	$3,756.00	$0	$3,756.00
(700)	Other Miscellaneous:	$7,689.79	$0	$0	$7,689.79
	Sub-Total:	$15,396.29	$3,756.00	$0	$19,152.29
Total Direct Costs:		$31,791.89	$24,594.48	$0	$56,386.37
Category III - Indirect Costs					
(800)	Indirect Cost Rate:	$0	$0	$0	$0
Summary					
	Total Labor Costs:	$16,395.60	$20,838.48	$0	$37,234.08
	Total Direct Costs:	$15,396.29	$3,756.00	$0	$19,152.29
	Total Indirect Costs:	$0	$0	$0	$0
Grand Total:		$31,791.89	$24,594.48	$0	$56,386.37
	Fund Sources: (Percent Share)	56.38%	43.62%	0.00%	

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in eGrants.

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

Meeting Date: 09/26/2013

Information

Agenda Item

Resolution - Police Department: Consider a resolution authorizing the Mayor to execute an agreement 11533 with the United States Department of Justice for an Edward Byrne Memorial Justice Assistance Grant to fund the Lubbock County Joint Enforcement Initiative Program.

Item Summary

Accept $160,588 from the DOJ for the Edward Byrne Memorial JAG to fund the Lubbock County Joint Enforcement Initiative Program. The City of Lubbock and Lubbock County are each eligible to receive funding and agree to share the grant equally, each receiving $80,291.50. The Lubbock Police Department (LPD) will manage the grant.

The LPD will use grant funds to purchase a license plate reader system to enable patrol vehicles to automatically scan and detect license plates of parked and moving vehicles in high-crime and high-traffic volume areas for stolen vehicles, vehicles on terrorism or other special threat watch lists, and vehicles that have been parked in certain areas for an extended period of time. The LPD anticipates using the entire amount of the City's portion of the grant for this purpose and will use its operating budget to complete this project.

Fiscal Impact

The City's portion of the grant is $80,291.50 and does not require a local match.

Staff/Board Recommending

Roger Ellis, Chief of Police

Attachments

Resolution & Agreement - JAG Award

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 on behalf of the City of Lubbock a FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) Award Agreement and any associated documents with the United States Department of Justice, which Agreement and any associated documents are attached hereto and made a part hereof for all intents and purposes.

Passed by the City Council this _____ day of _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Roger Ellis, Police Chief

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

Res.LPD-JAG Grant8.29.13

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 14, 2013

The Honorable Glen Robertson
City of Lubbock
1625 13th Street
Lubbock, TX 79401-2726

Dear Mayor Robertson:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local in the amount of $160,583 for City of Lubbock.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Maria Anderson, Program Manager at (202) 514-7057; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Denise O'Donnell
Director

Enclosures

Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

August 14, 2013

The Honorable Glen Robertson
City of Lubbock
1625 13th Street
Lubbock, TX 79401-2726

Dear Mayor Robertson:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at http://www.ojp.usdoj.gov/ocr/etfbo.htm.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements:(1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for $500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at http://www.ojp.usdoj.gov/ocr/eeop.htm. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between $25,000 and $500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

If your organization received an award for less than $25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at http://www.ojp.usdoj.gov/ocr/.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Lubbock 1625 13th Street Lubbock, TX 79401-2726	4. AWARD NUMBER: 2013-DJ-BX-0318
	5. PROJECT PERIOD: FROM 10/01/2012 TO 09/30/2016 BUDGET PERIOD: FROM 10/01/2012 TO 09/30/2016
	6. AWARD DATE 08/14/2013 — 7. ACTION: Initial
1A. GRANTEE IRS/VENDOR NO. 756000593	8. SUPPLEMENT NUMBER 00
	9. PREVIOUS AWARD AMOUNT $ 0
3. PROJECT TITLE 2013 Lubbock County Joint Enforcement Initiative	10. AMOUNT OF THIS AWARD $ 160,583
	11. TOTAL AWARD $ 160,583

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTHON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY13(BJA - JAG) 42 USC 3750, et seq.

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL	GRANTEE ACCEPTANCE
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Glen Robertson Mayor
17. SIGNATURE OF APPROVING OFFICIAL	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL — 19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		160583

21. MDJUGT0341

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

PROJECT NUMBER 2013-DJ-BX-0318 AWARD DATE 08/14/2013

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.

4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

   mail:

   Office of the Inspector General
   U.S. Department of Justice
   Investigations Division
   950 Pennsylvania Avenue, N.W.
   Room 4706
   Washington, DC 20530

   e-mail: oig.hotline@usdoj.gov

   hotline: (contact information in English and Spanish): (800) 869-4499

   or hotline fax: (202) 616-9881

   Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/sam.htm (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ojp.gov/funding/confcost.htm.

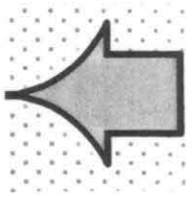
11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm.

12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

13. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

14. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

15. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



SPECIAL CONDITIONS

16. The recipient agrees to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ffata.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

17. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported on the quarterly Federal Financial Report, SF 425.

18. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

19. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

SPECIAL CONDITIONS

20. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

    The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
    a. New construction;
    b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
    c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
    d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
    e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

    The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdoj.gov/BJA/resource/nepa.html, for programs relating to methamphetamine laboratory operations.

    Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

21. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).

22. JAG funds may be used to purchase bulletproof vests for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

23. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any FY 2013 funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.

SPECIAL CONDITIONS

24. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (http://nij.gov). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

25. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

26. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046.

27. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

28. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.

29. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

30. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

31. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

SPECIAL CONDITIONS

32. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

33. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (https://grants.ojp.usdoj.gov). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

34. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

35. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

36. No JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Additionally, any JAG funding approved for this purpose would be subject to additional reporting, which would be stipulated by BJA post-award.

37. BJA strongly encourages the recipient submit annual (or more frequent) JAG success stories at JAG.Showcase@ojp.usdoj.gov or via the online form at https://www.bja.gov/contactus.aspx. JAG success stories should include the: name and location of program/project; point of contact with phone and e-mail; amount of JAG funding received and in which fiscal year; and a brief summary describing the program/project and its impact.

38. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance (BJA) has received documentation demonstrating that the state or local governing body review requirements have been met and a Grant Adjustment Notice (GAN) has been approved releasing this special condition.

39. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance (BJA) has received documentation demonstrating that the recipient jurisdiction's public comment requirements have been met and a Grant Adjustment Notice (GAN) has been approved releasing this special condition.

PROJECT NUMBER 2013-DJ-BX-0318 AWARD DATE 08/14/2013

SPECIAL CONDITIONS

40. The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued removing this special condition.

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Lubbock

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:
a. New construction;
b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see http://www.ojp.usdoj.gov/BJA/resource/nepa.html.
Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2013-DJ-BX-0318

This project is supported under FY13(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Maria Anderson
(202) 514-7057

2. PROJECT DIRECTOR (Name, address & telephone number)

Jon Caspell
Captain
916 Texas Avenue
Lubbock, TX 79401-2726
(806) 775-2692

3a. TITLE OF THE PROGRAM

BJA FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

2013 Lubbock County Joint Enforcement Initiative

5. NAME & ADDRESS OF GRANTEE

City of Lubbock
1625 13th Street
Lubbock, TX 79401-2726

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2012 TO: 09/30/2016

8. BUDGET PERIOD

FROM: 10/01/2012 TO: 09/30/2016

9. AMOUNT OF AWARD

$ 160,583

10. DATE OF AWARD

08/14/2013

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The grantee will use the JAG award to purchase law enforcement equipment. Specific purchases will include license plate readers. The disparate jurisdiction will utilize the JAG award to support law enforcement initiatives. Funds will be used to purchase property room storage units and digital evidence upgrades for the

Sheriff and District Attorney's offices. The goals of this project are to enhance law enforcement services to the citizens through new technology equipment and increase law enforcement capacity of the Sheriff and District Attorney's offices.

NCA/NCF

FY2013 JAG LUBBOCK COUNTY JOINT ENFORCEMENT INITIATIVE

Budget Narrative

Grant #: FY2013 JAG

TOTAL AWARD AMOUNT: $160,583.00
City Of Lubbock Amount: $ 80,291.50
County of Lubbock Amount: $ 80,291.50
LOCAL MATCH: $0.00

City of Lubbock

1. **Equipment:**

   a. **License Plate Reader System** **$ 80,291.50**

The total cost of this hardware and software purchase will be to add license plate readers to selected patrol vehicles. These license plate readers will enable patrol vehicles to automatically scan and detect license plates of parked and moving vehicles in high-crime and high-traffic volume areas for stolen vehicles, vehicles on terrorism or other special threat watch lists, and vehicles that have been parked in certain areas for certain amounts of time. The City of Lubbock anticipates using the entirety of this money on this purchase, and will pay for any overage to complete this project out of budgeted funds.

Lubbock County

1. **Equpment:**

   a. **Property Room Storage Units** **$ 56,204.05**

The Lubbock County Sheriff's Office will purchase property room storage units to update, upgrade, and improve its storage capabilities and organization capabilities in the property room. This purchase will allow them to modernize storage and benefit their evidence storage capabilities, thereby improving the investigatory abilities of the department.

   b. **Digital Evidence Collection Upgrades** **$ 24,087.45**

The Lubbock County District Attorney's Office will purchase equipment for digital evidence collection. This will consist of computers, monitors, servers, and associated equipment for evidence collection, courtroom trial presentation of said evidence, and

upgrades to the Crash Data Retrieval System. This purchase will allow them to modernize their digital evidence collection and courtroom recall capabilities, thereby allowing better deliverables on quality evidence collection and prosecutions for Lubbock County.

Regular City Council Meeting **5. 1. 4.**

Meeting Date: 09/26/2013

Information

Agenda Item

Contract Resolution - Health Department: Consider a resolution authorizing the Mayor to execute contract 11511, an agreement with the State of Texas Department of State Health Services (DSHS) to obtain grant funding for services or goods to improve or strengthen the local public health capacity to respond to both emerging and continuing public health threats.

Item Summary

This bundled contract includes the following grants: (1) Immunization Branch-Locals ($232,115); (2) Public Health Emergency Preparedness Services ($250,632); (3) RLSS/Local Public Health System ($87,645); and (4) STD Syphilis Elimination Texas-Lubbock County ($100,000).

These contracts provides full salary and fringe benefits for six (6) full-time positions which includes one (1) Registered Nurse, one (1) Licensed Vocational Nurse, one (1) Customer Service Representative, one (1) ImmTrac/PICS Outreach Specialist, one (1) Strategic National Stockpile Specialist, and one (1) Public Health Emergency Preparedness Coordinator. In addition to these positions, the contract also provides partial funding of salary and fringe benefits for one (1) Public Health Coordinator (86%), one (1) Licensed Vocational Nurse (64%), one (1) Licensed Vocational Nurse (61%), one (1) Medical Technologist (64%), and one (1) Registered Nurse (98%).

Lubbock shall implement all final, approved work plans, including the approved 2014 Annual Plan and Strategy Implementation Plan(s) provided by DSHS. Partial listings of the activities associated with the 2014 objectives of the grants include:
? Implement a comprehensive plan to assure that immunization services and vaccines are available to medically underserved and/or under-immunized children and adults living in areas where coverage is low (pockets of need);
? Conduct educational, promotional, and outreach activities for the general public to enhance immunization and emergency preparedness awareness, including distribution of DSHS-provided materials;
? Stop the spread of sexually transmitted diseases through testing, diagnosis, and treatment of those persons who test positive for a sexually transmitted infection and/or their partners who are present to the clinic;
? Ability to prepare for, withstand, and recover – in both the short and long terms – from public health threats;
? Inform, educate, and empower people about health issues.

This program fulfills the Core Missions of Public Health—those of Surveillance, Disease Prevention and Public Health Preparedness. Without the funding from the Texas Department of Health contract, our local public health efforts would be greatly impaired. Therefore, staff recommends approval of the resolution.

Fiscal Impact

The total amount approved for the entire contract year amounts to $670,392. The total impact to the general fund for salary and fringe is $85,314.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Rebecca Brawley, Health Director

Attachments

Resolution Bundled FY 14
Immunization Grant Summary FY'14
PHEP grant summary FY'14
RLSS Grant Summary FY'14
STD Grant Summary FY'14

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an agreement with the State of Texas' Department of State Health Services (DSHS) to obtain grant funding for services or goods to improve or strengthen the local public health capacity to respond to both emerging and continuing public health threats.

This contract includes the following grants:

(1) IMM/LOCALS Immunization Branch-Locals, Contract No. 2014-001290-00;

(2) CPS/HAZARDS Public Health Emergency Preparedness (PHEP), Contract No. 2014-001284-00;

(3) RLSS/LPHS RLSS/Local Public Health System - PnP, Contract No. 2014-001286-00; and

(4) STD/HIV STD/HIV prevention services, Contract No. 2014-0012351-00.

Said agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this ~~September 10, 2013~~ 2013.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT (1 of 2)
(regarding (2) CPS/HAZARDS Public Health Emergency Preparedness (PHEP), Contract No. 2014-001284-00, only):

Mike Kemp, Fire Chief

APPROVED AS TO CONTENT (2 of 2)
(regarding (1) IMM/LOCALS Immunization Branch-Locals, Contract No. 2014-001290-00; (3) RLSS/LPHS RLSS/Local Public Health System - PnP, Contract No. 2014-001286-00; and (4) STD/HIV STD/HIV prevention services, Contract No. 2014-0012351-00, only):

Scott Snider, Assistant City Manager, Health Services

APPROVED AS TO FORM:

John C. Grace, Assistant City Attorney

Q:\CCDOCS\RES Interlocal Agreement-DSHS 9.1.2013.doc

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2014-001290-00

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

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

2. Total Amount: The total amount of this Contract is $232,115.00.

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

4. Term of the Contract: This Contract begins on 09/01/2013 and ends on 08/31/2014. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

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

6. Program Name: IMM/LOCALS Immunization Branch-Locals

7. Statement of Work:

Contractor shall implement and operate an immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children two (2) years of age or younger (0 to 35 months of age). Contractor shall incorporate traditional and non-traditional systematic approaches designed to eliminate barriers, expand immunization capacity, and establish uniform operating policies, as described herein.

Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

Contractor shall be enrolled as a provider in the Texas Vaccines for Children Program (TVFC) which includes a signed Deputization Addendum to TVFC Provider Enrollment Form (E6-102), by the effective date of this Program Attachment, and must adhere to the TVFC Operations Manual and associated TVFC policy guidelines provided by DSHS (located at http://www.dshs.state.tx.us/immunize/tvfc/tvfc_manual.shtm).

Contractor shall comply with written policies and procedures provided by DSHS in managing vaccines supplied through the TVFC program, including guidelines for proper storage and handling of vaccines and for safeguarding vaccine in the event of natural disaster. Contractor shall comply with all requirements laid out in the final, approved Work Plan (Exhibit A).

• Contractor will use the current vaccine management system as described in the TVFC Operations Manual.
• Contractor shall notify providers of changes to vaccine management reporting, and present updates and training to providers, as requested by DSHS.
• Contractor shall plan and implement community-based activities and collaborations to accomplish the required tasks as specified in the final, approved Work Plan (Exhibit A).

Contractor shall report all reportable conditions as specified in 25 Texas Administrative Code (TAC) Part I §§97.1-97.6 and §§97.101-97.102, and as otherwise required by law.

Contractor shall report all vaccine adverse event occurrences in accordance with the 1986 National Childhood Vaccine Injury Act (NCVIA) 42 U.S.C. § 300aa-25 (located at http://vaers.hhs.gov/ or 1-800-822-7967).

Contractor shall inform and educate the public about vaccines, and vaccine-preventable diseases, as described in the DSHS Immunization Contractors Guide for Local Health Departments.

Contractor shall conduct outreach and collaborative activities with American Indian tribes located within the boundaries of the contractor's jurisdiction.

Contractor shall work to promote a health care workforce within the Local Health Department's service area (including Contractor's staff) that is knowledgeable about vaccines, vaccine safety, vaccine-preventable diseases, and delivery of immunization services.

Contractor shall not deny vaccinations to recipients because they do not reside within Contractor's jurisdiction or because of an inability to pay an administration fee.

Contractor shall comply with all applicable federal and state regulations and statutes, including but not limited to:

- Human Resources Code §42.043, VTCA;
- Education Code §§38.001-38.002, VTCA;
- Health and Safety Code §§12.032, 81.023 and 161.001-161.009, VTCA;
- 25 TAC Chapter 97;
- 25 TAC, Chapter 96;
- 25 TAC, Chapter 100;
- 42 USC §§247b and 300 aa-25;
- Omnibus Budget Reconciliation Act of 1993, 26 USC §4980B; and Senate Bill 346.

Contractor shall comply with current applicable state and federal standards, policies and guidelines, including but not limited to DSHS's Standards for Public Health Clinic Services, revised August 31, 2004 (located at http://www.dshs.state.tx.us/qmb/default.shtm#public).

Contractor shall be responsible for conducting outreach regarding vaccinations for children (19 through 35 months of age in the Contractor's jurisdiction) included on the list distributed to Contractor by DSHS. Lists are distributed at the start of each quarterly reporting period (September 01, 2013, December 01, 2013, March 01, 2014, June 01, 2014.).

Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and/or work plans, and must update and disseminate its implementation documentation to its staff involved in activities under this contract within forty-eight (48) hours of making approved changes.

Contractor shall review monthly grant funding expenditures and salary savings from any grant-paid staff vacancies and revise spending plan to ensure that all funds will be properly expended under this contract before the end of the contract term on August 31, 2014.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a monthly basis. If expenditures are below what is projected in Contractor's total Program Attachment amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Performance Measures:

The following performance measure(s) will be used, in part, to assess Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the terms of the Contract.

Contractor shall:

- Investigate and document, in accordance with DSHS Texas Vaccine-Preventable Disease Surveillance Guidelines (located at http://www.dshs.state.tx.us/idcu/investigation/conditions/) and NBS Data Entry Guidelines, at least 90% of suspected reportable vaccine-preventable disease cases within thirty (30) days of notification.

- Complete 100% of the follow-up activities, designated by DSHS, for TVFC provider quality assurance site visits assigned by DSHS.

• Ship overstocked vaccines and vaccines approaching expiration to alternate providers for immediate use when instructed to do so by the HSR Immunization Program Manager to avoid vaccine waste.

• Contact and provide case management to 100% of the number of hepatitis B surface antigen-positive pregnant women identified.

• Contact 100% or 300 per FTE (whichever is fewer) families of children who are not up-to-date on their immunizations according to the ImmTrac-generated list provided to the LHD by DSHS at the beginning of each reporting period.

• Perform outreach and education activities targeting adolescents 14 to 18 years of age and their parents via high schools, colleges and universities, Junior Reserve Officer Training Corps (JROTC) and military recruitment centers to satisfy Texas Health and Safety Code Chapter 161, Subsection A, Section 161.0095 requirements

• Participate in at least one collaborative meeting concerning tribal health issues, concerns, or needs with American Indian tribal members during the contract term if American Indian tribes are in their jurisdiction.

• Report outreach done, and collaborative efforts made, with the American Indian tribes in the LHD's jurisdiction.

• Review 100% of monthly biological reports, vaccine order forms (when applicable), and temperature logs for accuracy to ensure the vaccine supply is within established maximum stock levels.

• Complete 100% of child-care facility and Head Start center assessments, in accordance with the Immunization Population Assessment Manual, as assigned by DSHS.

• Complete 100% of public and private school assessments, retrospective surveys, and validation surveys, in accordance with the Immunization Population Assessment Manual, as assigned by DSHS.

• Report number of doses administered to underinsured children monthly, as directed by DSHS.

• Report the number of unduplicated underinsured clients served, as directed by DSHS.

Contractor shall utilize the AFIX (Assessment, Feedback, Incentives, and eXchange) methodology, found in the Immunization Quality Assurance Tool Resource Manual, (located at http://www.dshs.state.tx.us/immunize/docs/QA_site_visit.pdf) to conduct quality assurance site-visits for all sub-contracted entities and non-local health department Women, Infant and Children (WIC) clinics. Assessment shall be done using the DSHS Immunization Quality Assurance Site Visit tool provided by DSHS and the Comprehensive Clinic Assessment Software Application (Co-CASA), as specified by the DSHS Program. Contractor shall submit assessment results to the designated DSHS Regional Immunization Program manager within two (2) weeks after completion.

Programmatic Reporting Submission Requirements:

Contractor is required to complete and submit a LHD ILA Quarterly Report form, utilizing the format provided by the DSHS Program and available at: http://www.dshs.state.tx.us/immunize/providers.shtm

Contractors LHD ILA Quarterly Reports should be submitted electronically to dshsimmunizationcontracts@dshs.state.tx.us.

See Programmatic Reporting Requirements section for required reports.

BILLING INSTRUCTIONS:

Contractor shall request payment electronically through the Contract Management and Procurement System (CMPS) with acceptable supporting documentation for reimbursement of the required services/deliverables. Billing will be performed according to CMPS instructions found at the following link http://www.dshs.state.tx.us/cmps/. For assistance with CMPS, please email CMPS@dshs.state.tx.us or call 1-855-312-8474.

8. Service Area

Lubbock County

10. Procurement method:

Non-Competitive	Interagency/Interlocal
GST-2012-Solicitation-00022	DCPS "GOLIVE" IMMUNIZATION LOCALS PROPOSAL

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2014

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.268, 93.268, 93.268, 93.268, 93.268, 93.268, STATE

14. DUNS Number:

058213893

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
LHD ILA Quarterly Report	Quarterly	09/01/2013	11/30/2013	12/30/2013
LHD ILA Quarterly Report	Quarterly	12/01/2013	02/28/2014	03/31/2014
LHD ILA Quarterly Report	Quarterly	03/01/2014	05/30/2014	06/30/2014
LHD ILA Quarterly Report	Quarterly	06/01/2014	08/31/2014	09/30/2014

16. Special Provisions

General Provisions, ARTICLE II SERVICES, Section 2.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts, as pre-approved in writing by DSHS. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

General Provision, ARTICLE III. FUNDING, Section 3.03 Use of Funds Section, is revised to include:

• Funds shall not be used for purchase of vaccines, inpatient care, construction of facilities, or debt retirement.

• Travel expenses shall be reimbursed according to Contractor's written travel policy, as submitted and approved with Contractor's FY2014 Application for Immunization Funds. If no written travel policy was submitted, or if the submitted policy is not approved by DSHS, travel expenses shall be reimbursed according to current State of Texas Travel Policy at http://online.dshs.state.tx.us/traveloffice.aspx

For immunization activities performed under this Program Attachment, General Provisions, ARTICLE XII. General Business Operations of Contractor, Section 12.06 Overtime Compensation, is replaced with the following paragraphs:

• Contractor is authorized to pay employees who are not exempt under the Fair Labor Standards Act (FLSA), 29 USC, Chapter 8, §201 et seq., for overtime or compensatory time at the rate of time and one-half per FLSA.

• Contractor is authorized to pay employees who are exempt under FLSA on a straight time basis for work performed on a holiday or for regular compensatory time hours when the taking of regular compensatory time off would be disruptive to normal business operations.

• Authorization for payment under this provision is limited to work directly related to immunization activities and shall be in accordance with the amount budgeted in this contract Attachment. Contractor shall document proper authorization or approval for any work performed by exempt or non-exempt employees in excess of forty (40) hours per work week.

• All revenues directly generated by this Program Attachment or earned as a result of this Program Attachment during the term of this Program Attachment are considered program income; including income generated through Medicaid billings for immunization related clinic services. The Contractor shall use this program income to further the scope of work detailed in this Program Attachment, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds.

General Provisions, ARTICLE XIII. GENERAL TERMS, Section 13.15 Amendment, is amended to include the following:

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

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

a. Contract (this document) 2014-001290-00
b. General Provisions Subrecipient General Provisions
c. Attachments Budgets
d. Declarations Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits

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

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

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

Name: City of Lubbock
Vendor Identification Number: 17560005906 034

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

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

Department of State Health Services

By:
Signature of Authorized Official

Date

Name and Title
1100 West 49th Street
Address
Austin, TX 787-4204
City, State, Zip

Telephone Number

E-mail Address

City of Lubbock

By:
Signature of Authorized Official

Date

Name and Title

Address

City, State, Zip

Telephone Number

E-mail Address

Attest: Rebecca Garza, City Secretary

Approved as to form: John C. Gibbs
State Bar No. 00787574

APPROVED AS TO CONTENT: _____

UNIT A

Program Stewardship and Accountability

Contractor General Requirement Unit A-1:

Implement a comprehensive immunization program. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:
• Adhere to Standards for Child and Adolescent Immunization Practices and Standards for Adult Immunization Practices found at: http://www.cdc.gov/vaccines/pubs/pinkbook/downloads/appendices/H/standards-pediatric.pdf and http://www.cdc.gov/vaccines/pubs/pinkbook/downloads/appendices/H/standards-adult.pdf.
• Maintain current policies in compliance with the DSHS Immunization Contractors Guide for Local Health Departments and have them available to Contractor's staff.
• Lapse no more than 5% of total funded amount of the contract.
o Maintain and adjust spending plan throughout the contract term to avoid lapsing funds.
o Account for and use Program Income appropriately throughout the contract term.
o Maintain staffing levels to meet required activities of the contract and to ensure that all funds in the personnel category are expended.
• Submit required Quarterly Local Health Department (LHD) Inter-Local Agreement (ILA) Reports to DSHS Immunization Contracts at dshsimmunizationcontracts@dshs.state.tx.us by Close of Business (COB) on December 30, 2013, March 31, 2014, June 30, 2014, and September 30, 2014 or the next business day if the date falls on a weekend or holiday.
• Submit Corrective Action Plan (CAP) letter to DSHS Contract Management Unit (CMU) within fifteen (15) business days after On-Site Evaluation if findings are not resolved at time of site visit to the satisfaction of the HSR Immunization Program Manager and DSHS Immunization Branch Contracts staff.

Contractor General Requirement Unit A-2:

Complete site visit follow-up assigned by DSHS Austin or Health Service Region staff within prescribed timeframes outlined in the TVFC Operations Manual. Activities under the requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:
• Conduct site visit follow-up and submit results following the process described and within deadlines established in the TVFC Operations Manual.
• Conduct site visits in 100% of subcontracted entities as listed in the Inter-Local Application and non-Local Health Department WIC immunization clinics, if applicable.

Contractor General Requirement Unit A-3:

Ensure that expired, wasted, and unaccounted-for vaccines do not exceed 5% in Contractor's clinics. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and TVFC Operations Manual.

Activities:
• Ensure that expired, wasted, and unaccounted-for vaccines do not exceed 5% in Contractor's clinics.
• Ensure that all expired, spoiled/wasted vaccines is appropriately identified and entered into the Electronic Vaccine Inventory (EVI) system.
• Maintain storage and handling policies and procedures according to the TVFC Operations Manual. (http://www.dshs.state.tx.us/immunize/tvfc/tvfc.manual.shtm)
• Ensure that appropriate Vaccine Management plan is in place at each clinic location and that it includes an updated Emergency Contingency Plan.
• Ensure that overstocked vaccines or those vaccines nearing expiration are shipped to alternate providers as directed by the Health Service Region (HSR) Immunization Program managers, for timely use to avoid vaccine waste.

Contractor General Requirement A-4:

Implement a plan to assure that Section 317 vaccine is not provided inadvertently to fully privately insured individuals, including children covered by S-CHIP.

Establish and maintain protocols for screening individuals for eligibility and insurance coverage before administering Section 317 funded vaccines. Contractors may use Patient Eligibility Screening Form (C-10) or electronically store this information.

Any child who upon screening meets one of the eligibility criteria listed below and who is 18 years of age or younger qualifies for TVFC vaccine:
a. Enrolled in Medicaid, or
b. Enrolled in CHIP and the provider bills CHIP for the services, or
c. Is an American Indian, or
d. Is an Alaskan Native, or
e. Does not have health insurance, or
f. Is underinsured: has commercial (private) health insurance but coverage does not include vaccines; a child whose insurance covers only selected vaccines (TVFC eligible for non-covered vaccines only); or a child whose insurance caps vaccine coverage at a certain amount. Once that coverage amount is reached, the child is categorized as underinsured.

UNIT B

Assessing Program Performance

Contractor General Requirement Unit B-1:

Conduct educational, promotional, and outreach activities for the general public to enhance immunization awareness, including distribution of DSHS-provided materials. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Establish collaborative efforts with appropriate community entities regarding promoting immunizations and the reduction of vaccine-preventable diseases. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:
• Contractor will provide vaccine and immunization education to target audiences and to the general public on the benefits of vaccination, the risk of vaccine-preventable diseases, staying on the ACIP Recommended Immunization Schedule(s), and the importance of not missing any vaccines.
• Inform and educate parents of infants, children, adolescents, adults (men and women), grandparents, seniors, health-care providers, and the general public about vaccines for all age groups and vaccine-preventable diseases. Information should include the importance and benefits of being fully vaccinated, vaccine recommendations, and the location of community vaccination clinics.
• Conduct at least one monthly immunization education activity specifically directed to one of the target groups.
• Conduct at least twelve (12) outreach activities during the contract period in accordance with Texas Health and Safety Code Chapter 161, Subsection A, Section 161.0095, to each of the following audiences: 1.) high school students and their parents, 2.) universities/colleges, and 3.) Junior Reserve Officer Training Corps. (JROTC)/Military Recruitment Centers and report results on the Quarterly Report. If a JROTC or Military Recruitment Center is not available within the jurisdiction of the LHD, outreach activities may be focused on the other two groups mentioned above.
• Document the activity with the number and type of participants and evaluate activity by obtaining feedback from participants.
• Use national immunization observances as opportunities to conduct specific education and promotional activities to give emphasis to the importance and benefits of vaccines: National Infant Immunization Week (NIIW), National Immunization Month (NIM), National Adult Immunization Week (NAIW), and National Influenza Week (NIW).
• Develop and implement a written communications and customer service plan to assure customers receive consistent, correct immunization information and services in a courteous and friendly manner on a timely basis.
• Participate in special initiatives as directed by DSHS, such as the Dairy Queen Coupon project, the Hallmark Card Governor's Program, and others.
• Participate in statewide media campaigns by distributing DSHS-developed and produced public service announcements and materials to local television and radio stations, newspapers, parent publications, university newspapers, high school newspapers, and neighborhood newspapers.
• Promote www.ImmunizeTexas.com, the Immunization Branch's website; The Upshot, electronic newsletter; and the Vaccine Advisory, vaccine newsletter to providers in the Contractor's jurisdiction.
• Promote and distribute immunization literature for the public to TVFC providers and Contractor's clinics.
• Provide information to clients, families, and the general public on the purpose of ImmTrac, the benefits of ImmTrac participation, and the importance of maintaining a complete immunization history in ImmTrac.

• Inform the general public about the Texas Vaccines for Children (TVFC) program and the qualifications to participate in it.
• Distribute TVFC information and educational materials at venues where parents of TVFC-eligible children might frequent.
• Inform and highly recommend to the medical community and local providers within the Contractor's' jurisdiction on the annual CDC Epidemiology and Prevention of Vaccine-Preventable Disease (EPI-VAC) training.

Establish collaborative efforts with appropriate community entities regarding promoting immunizations and the reduction of vaccine-preventable diseases. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:
• Identify providers, hospitals, schools, child-care facilities, social service agencies, and community groups involved in promoting immunizations and reducing vaccine-preventable diseases.
• List and maintain contact information of group members and collaborations and identify the best practices they are promoting.
• Maintain written agreements and updates of group members and collaborations.
• Document communications, group meetings, and planning of activities that promote the Best Practices identified in contract agreement. Documents are to be
accessible during site visits.
• Report new group members on the Quarterly Report.

Contractor General Requirement Unit B-2:

When assigned by DSHS, complete 100% of child-care facility and Head Start center assessments and child-care audits. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Population Assessment Manual.

When assigned by DSHS, complete 100% of public and private school assessments, retrospective surveys, and validation surveys. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Population Assessment Manual.

Activities:
• Complete and report 100% of required audits/assessments as assigned by the Immunization Branch, DSHS. These will include:

o Texas Child-Care Immunization Assessment
o Child-Care Audit
o Annual Report of Immunization Status (school self-assessments)
o School Audit
o Texas School Immunization Validation Survey
o Texas County Retrospective Immunization School Survey (TCRISS)

• Assigned surveys/assessments must be completed utilizing the instructions in DSHS Immunization Contractors Guide for Local Health Departments and the Population Assessment Manual.

• For completed audits/assessments, monitor vaccination and exemptions per respective areas.

• Based upon survey/audit findings as completed, analyze, provide feedback, and monitor vaccination trends for public school districts, private schools, licensed child-care facilities, and registered family homes to increase vaccination coverage using audit/assessment data. Identify trends and areas of need for local health department jurisdictions and coordinate interventions.

• Collaborate with school/child-care facilities and registered family homes to afford needed improvements. Report these results/findings to the Assessment, Compliance and Evaluation Group, Immunization Branch, DSHS.

Contractor General Requirement B-3:

Work with VFC providers on quality improvement processes to increase coverage levels and decrease missed opportunities using AFIX components, as appropriate, and move toward use of IIS as primary source of data for provider coverage level assessment by the end of project period.

• Conduct site visits using AFIX (CoCASA) in 100% of subcontracted entities as listed in the Inter-Local Application and non-Local Health Department WIC immunization clinics, if applicable.

Contractor General Requirement B-4:

Investigate and document at least 90% of reportable suspected vaccine-preventable disease cases within thirty (30) days of notification in accordance with DSHS Texas Vaccine-Preventable Disease (VPD) Surveillance Guidelines (http://www.dshs.state.tx.us/idcu/health/vaccine_preventable_diseases/resources/) and National Electronic Disease Surveillance System (NEDSS). Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:
• Adhere to the DSHS VPD Surveillance Guidelines, NEDSS Data Entry Guidelines, and Epi-Case Criteria Guide (https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources/Epi%20Case%20Criteria%20Guide%202012.pdf) in conducting this General Requirement and the associated activities.
• Complete all data entry into NEDSS Base System (NBS) following the NBS data Entry Guidelines. (https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources/Data_Entry_Guidelines_2007.pdf).
• Verify and enter complete vaccination history in NBS on all VPD investigations with case status of confirmed or probable. Complete vaccination history should be assessed through ImmTrac, provider offices, school records, or patient records.
• Routinely review and follow up on all VPD laboratory reports received, including electronic lab reports (ELRs) sent from DSHS through NBS and Health Alert Network (HAN).
• Provide feedback on any unmet performance measures during each Quarterly Report review.
• All new VPD surveillance staff will attend Introduction to NBS training and complete the certification process in order to gain access to the NBS system.
• Submit case and/or death notifications to CDC.
• Designate staff to coordinate VAERS and Vaccine Safety Activities.
• Encourage providers to report possible vaccine adverse reactions to CDC on a timely basis through http://vaers.hhs.gov/index

Contractor General Requirement Unit B-4:

Educate, inform, and train the medical community and local providers within Contractor's jurisdiction on immunization activities listed below. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:
• Provide training on TVFC requirements and updates (as described in the TVFC Operations Manual) to TVFC providers annually at a minimum.
• Ensure that the TVFC providers have the most up-to-date, DSHS-produced immunization information in their offices.
• Provide training, information, and technical assistance to promote the effective use of ImmTrac by private providers (which includes education regarding the benefits of ImmTrac participation).
• Educate private providers about the ImmTrac enrollment process and the statutory requirement to report immunizations.
• As directed by DSHS identify first responders and their immediate family in the community and inform them of the opportunity to be included in ImmTrac.
• Conduct educational training for hospital and health-care providers within the Contractor's jurisdiction, to increase mandatory screening and reporting of HBsAg-positive women.
• Provide training on the prevention of Perinatal Hepatitis B to providers within the Contractor's jurisdiction.
• Educate physicians, laboratories, hospitals, schools, child-care staff, and other health providers on VPD reporting requirements.
• Educate and update providers on the most current Advisory Committee on Immunization Practices (ACIP) recommendations for all age groups, as well as on applicable regulatory vaccination requirements.
• Provide training relating to Standards for Child and Adolescent Immunization Practices (http://www.cdc.gov/vaccines/schedules/hcp/child-adolescent.html) and Standards for Adult Immunization Practices (http://www.cdc.gov/vaccines/schedules/hcp/adult.html) to all immunization providers within Contractor's jurisdiction.
• Inform all private providers on the federal requirement that the most current Vaccine Information Statements (VIS) must be distributed to patients (http://www.cdc.gov/vaccines/pubs/vis/default.htm).
• Promote a health-care workforce that is knowledgeable about vaccines, vaccine recommendations, vaccine safety, vaccine-preventable diseases, and the delivery of immunization services.
• Educate health-care workers on the need to be vaccinated themselves.

• Provide information to community health-care employers (hospitals, clinics, doctor's offices, long-term care facilities) about the importance of vaccination of health-care workers.
• Educate private providers to send NIS surveys to the Contractor for research prior to returning the survey to CDC, if applicable.
• Coordinate educational and other activities with local WIC programs to assure
that children participating in WIC are screened and referred to their "medical home" for vaccination using a documented immunization history in accordance with the Standards for Child and Adolescent Immunization Practices (http://www.cdc.gov/vaccines/schedules/hcp/child-adolescent.html).
• Offer educational opportunities to all WIC programs in the service area, including information about on-line and satellite-broadcast continuing education opportunities from the Centers for Disease Control and Prevention (CDC) Continuing Education web site
(http://www.cdc.gov/vaccines/ed/default.htm).

UNIT C

Assuring Access to Vaccines

Contractor General Requirement Unit C-1:

Engage American Indian tribal governments, tribal organizations representing those governments, tribal epidemiology centers of Alaskan Native Villages and Corporations located within contracted local health department boundaries in immunization activities. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:
• Perform education, training, outreach activities and provide technical assistance for American Indian tribal governments, tribal organizations representing those governments, tribal epidemiology centers of Alaskan Native Villages and Corporations.
• Report on education, training, outreach activities or collaborative efforts and outcomes of those activities on each Quarterly Report.

2014 General Requirement Unit C-2:

Enroll and sustain a network of VFC and other providers to administer federally funded vaccines to program-eligible populations according to CDC/ACIP and NVAC standards.

Conduct recruitment to increase the number of ImmTrac providers, TVFC providers, and Perinatal Hep B Providers. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:
• Conduct recruitment activities as defined in the TVFC Operations Manual with providers on the DSHS-supplied provider recruitment list.
• Target adolescent health-care providers for recruitment and emphasize adolescent vaccine requirements and recommendations
• Ensure that all ACIP recommended vaccines are routinely available to TVFC patients and that Adult Safety Net vaccines are available to eligible adult patients.
• Recommend the simultaneous administration of all needed vaccines for the patient.
• Follow only medically supportable contraindications to vaccination.
• Verbally educate patients and parents/guardians about the benefits and risks of vaccination and distribute DSHS educational materials as applicable as part of this conversation.
• Discuss, and attempt to schedule, the next immunization visit at each client encounter.
• Explain the benefits of a "medical home" and assist the parent/guardian in obtaining or identifying the child's medical home.
• Use a Reminder/Recall system (manual, TWICES, ImmTrac, or other system).
• Establish "standing orders" for vaccination in Contractor's clinics, consistent with legal requirements for standing orders (including, but not limited to, those found in the Texas Medical Practice Act).
• Implement an employee immunization policy according to CDC recommendations in Contractor's clinics.

Contractor General Requirement Unit C-4:

Assure compliance with HHS Deputization Guidance. Activities under this requirement shall be conducted in

accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:
• Annually sign Deputization Addendum to Texas Vaccines for Children Program (TVFC) Provider Enrollment Form (E6-102), and provide immunization services to underinsured children.
• Report number of doses administered to underinsured children monthly as directed by DSHS.
• Report number of unduplicated underinsured clients served as directed by DSHS.

Contractor General Requirement Unit C-5:

Work with partners, as appropriate, to assure coordination of the following activities in order to prevent perinatal hepatitis b transmission.

a.) Identification of HBsAg-positive pregnant women.
b.) Newborn prophylaxis with hepatitis b vaccine and HBIG.
c.) Timely completion of doses two and three.
d.) Post-vaccination serology.

Ensure all pregnant women are screened for hepatitis B surface antigen (HBsAg) and that all HBsAg-positive pregnant women are reported to DSHS. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Perinatal Hepatitis B Prevention Manual.

Activities:
• Develop a surveillance system that includes prenatal care providers, obstetrical care providers, family practitioners, and labor and delivery facilities to assure all HBsAg-positive pregnant women are reported to DSHS within one week of diagnosis.
• Educate prenatal care providers to ensure they screen pregnant women for HBsAg status during each pregnancy; implement procedures for documenting HBsAg screening results in prenatal care records, and forward original laboratory results to the delivery facility.
• Educate delivery hospitals to ensure they verify prenatal HBsAg test results of pregnant women on admission for delivery and test for HBsAg at delivery.
• Local health departments who report over five (5) cases per year, should perform and report at least 2 trainings per quarterly reporting period (or at least 8 trainings per year) to delivery hospitals, especially delivery hospitals who have not reported any HBs-Ag positive test result for women who have delivered at their facility during the quarterly reporting period.
• Ensure that all educational trainings are evaluated by participants (providers, hospital nursery staff, laboratorians, Obstetricians/Gynecologists and delivery staff and physicians, pediatricians, nursing staff, etc.) by rating the effectiveness of the presenter as it relates to: describing the Perinatal HBV Prevention Program objectives; helping to identify at least one new skill that can be implemented in the workplace; and gathering topics for future events.
• Submit a quarterly report for educational trainings conducted. This report needs to include: number of participants, titles of participants, name of facility and training evaluations results. The reports should be submitted to the Perinatal HBV Prevention Program Coordinator.

Ensure that all infants born to HBsAg-positive women and women whose HBsAg status is unknown will receive the first dose of the hepatitis B vaccine and hepatitis B immune globulin (HBIG) within 12 hours of birth. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Perinatal Hepatitis B Prevention Manual.

Activities:
• Assure all labor and delivery facilities develop standing orders and policies to administer the first dose of the hepatitis B vaccine and HBIG to at-risk infants within 12 hours of birth.
• Identify labor and delivery facilities that do not have standing orders and/or policies and educate providers to establish standing orders and policies to administer to at-risk infants the first dose of the hepatitis B vaccine and HBIG within 12 hours of birth.
• Determine the number of newborns that do not receive the first dose of the hepatitis B vaccine and/or the hepatitis B immune globulin and work with those facilities to ensure all at-risk infants receive the hepatitis B vaccine series and hepatitis B immune globulin within 12 hours of birth.
• Report to DSHS all infants born to HBsAg (+) women within fifteen (15) calendar days of the event.

Ensure that 100% of the number of identified infants born to HBsAg-positive women will complete the hepatitis B vaccine series and post-vaccination serology testing (PVST). Staff will document appropriately if lost to follow-

up. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Perinatal Hepatitis B Prevention Manual.

Activities:
• Administer or obtain from the provider or ImmTrac the complete hepatitis B vaccine series. Infants shall complete the hepatitis B vaccine series by 6 – 8 months of age if the infant receives a single antigen or Pediarix vaccine and by 15 months of age if the infant receives the Comvax series.
• Perform PVS testing or obtain from the provider or ImmTrac the PVS testing results to determine immunity against hepatitis B. Post vaccine serology testing shall be done by 9 – 15 months of age if the infant received a single antigen or Pediarix vaccine and by 18 months of age if the infant received the Comvax vaccine series.

Contractor General Requirement C-5

All household and sexual partners of reported HBsAg (+) mothers shall be referred for serologic testing to determine susceptibility status in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Perinatal Hepatitis B Prevention Manual.

Ensure all household contacts two (2) years of age or older are case managed as appropriate to ensure the infant completes the HBV vaccine series and receives post-vaccination serology testing (PVST).

UNIT D

Immunization Information Technology Infrastructure-Assure that the immunization information technology infrastructure supports program goals and objectives.

Contractor General Requirement Unit D-1:

Promote provider site participation and assure immunization record completeness, timeliness, accuracy, efficiency, and data use to support immunization program goals and objectives.

Effectively utilize ImmTrac (the DSHS on-line immunization registry) in Contractor's clinics.

Work in good faith, and as specified herein, to increase the number of children less than six (6) years of age who participate in ImmTrac.

Work in good faith and as specified herein, to ensure ImmTrac registered private providers use ImmTrac effectively as defined in the DSHS Immunization Contractors Guide for Local Health Departments.

Activities under the requirements above shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments

Activities:
• Recruit new private provider sites for ImmTrac.
• Search for the client's immunization history at every client encounter.
• Review the client's record for vaccines due and overdue according to the CDC Recommended Schedules at: http://www.cdc.gov/vaccines/schedules/index.html.
• Report to ImmTrac all immunizations administered to children (younger than 18 years of age) and consented adults in Contractor's clinics, either directly into ImmTrac on-line or through TWICES.
• Update demographic information as needed.
• Follow recommended guidelines for obtaining and submitting ImmTrac consent forms according to the instructions found at http://www.dshs.state.tx.us/immunize/docs/consent_guidelines.pdf.
• Implement changes to the consent process as directed by DSHS.
• Offer updated Immunization History Report to the client or client's parent or guardian at every client encounter.
• At every client encounter, compare all immunization histories (ImmTrac, TWICES, validated patient-held records, clinic medical record) and enter into ImmTrac or TWICES any historical immunizations not in ImmTrac
• Verbally and with DSHS produced literature, inform parents presenting at Contractor's clinics about ImmTrac and the benefits of inclusion in ImmTrac.
• Provide orientation to all ImmTrac providers at least once a year and maintain documentation of all technical assistance provided (e.g., telephone logs).
• Explain and demonstrate the effective use of ImmTrac according to the instructions located in the DSHS Immunization Contractors Guide for Local Health Departments.
• Explain guidelines for obtaining and submitting ImmTrac consent forms according to the

instructions found at http://www.dshs.state.tx.us/immunize/docs/consent guidelines.pdf.
• Conduct follow-up with registered ImmTrac providers who are inactive or not using ImmTrac effectively.
• Train Contractor's staff on ImmTrac data entry and quality standards.
• Update all demographic information, including address and telephone number, at every client encounter.
• Conduct outreach (including, but not limited to, the specific outreach described in the DSHS Immunization Contractors Guide for Local Health Departments) to families of children 19 to 35 months of age who are not up-to-date on their immunizations according to ImmTrac; locate additional immunization histories; and enter history data into ImmTrac.
• Collaborate with prenatal health-care providers, birth registrars, hospital staff, pediatricians, and other entities to educate parents, expectant parents, and providers about ImmTrac and the benefits of participation. Includes the dissemination of DSHS educational materials as appropriate.
• Identify and contact families of children for whom ImmTrac consent has been granted but who do not have complete immunization records in ImmTrac.
• Identify all providers who administer vaccine in awardee's jurisdiction, including both pediatric and adult immunization providers.
• Collaborate with partners and develop a provider recruitment strategy to include complementary vaccinators, such as pharmacists and school-located vaccination clinics.
• Encourage IIS participation among VFC providers.

Contractors General Requirement Unit D-2:

Incorporate dose-level accountability into IIS functionality so that information can be received and stored (Dose-level accountability includes assigned a provider-determined program eligibility category for a patient to each administered dose of vaccine.

• Conduct education and monitoring of providers to improve eligibility tracking and reporting.

Contractors General Requirement Unit D-3:

Assure provider participation in vaccine ordering and inventory management using either VTrckS Direct of ExIS (which could be IIS or other external system) that communicates with VTrckS using the CDC-compliant interface.

• Educate providers regarding awardee vaccine ordering policies, including CDC's inventory-on-hand requirement and other awardee-supporting documentation requirements for vaccine orders.
• Develop and implement a plan for transitioning providers to electronic submission of inventory and orders using VTrckS or awardee's ExIS.
• Monitor progress of the implementation of this transition plan.
• If using VTrckS Direct, ensure providers that will be using VTrckS for order entry acquire SAMS credentials for access.
• Train providers to use VTrckS or awardee ExIS for inventory and order entry.
• Develop and implement a plan for ensuring that new providers have access to and training for entering orders and inventory using VTrckS or awardee's ExIS.

Assist all other TVFC providers in local jurisdiction with maintenance of appropriate vaccine stock levels. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and TVFC Operations Manual.

Activities:
• Evaluate maximum vaccine stock levels twice a year in all TVFC provider clinics under Contractor's jurisdiction and assess providers' inventories when visiting clinics. This activity will become part of the Electronic Vaccine Inventory (EVI) system and local health departments will be advised if any assistance on this activity is needed.
• Review 100% of all vaccine orders, monthly biological reports, and monthly temperature logs for accuracy and to ensure that the vaccine supply requested is within established guidelines. Review may be done from a paper report or on the EVI system.
• If vaccine is available locally, conduct transfers and/or deliveries to support the TVFC providers requesting assistance.
• Educate and assist all TVFC providers with TVFC Provider Choice, as directed by DSHS.
• To avoid the appearance of impropriety, the LHD must not involve pharmaceutical manufacturer representative in provider choice trainings; or, the LHD must not take any other actions which appear to have a connection between activities sponsored under this contract and any other activities the LHD wishes to conduct on its own which would involve pharmaceutical manufacturer representatives giving presentations to providers.

- Offer provider updates, training, and information as changes to vaccine management occur.

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2014-001284-00

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

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

2. Total Amount: The total amount of this Contract is $250,632.00.

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

4. Term of the Contract: This Contract begins on 09/01/2013 and ends on 08/31/2014. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

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

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

7. Statement of Work:

Contractor shall perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120102CONT13) from the Centers for Disease Control and Prevention (CDC). CDC's five-year Public Health Emergency Preparedness (PHEP) – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs and advance public health and healthcare preparedness.

Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

Contractor shall address the following CDC PHEP Capabilities by prioritizing the order of the fifteen (15) public health preparedness capabilities in which the Contractor intends to invest based upon:

A. A jurisdictional risk assessment using the Texas Public Health Jurisdictional Risk Assessment Tool (TxPHRAT);
B. The assessment of current capabilities and gaps (using the TxPHRAT);

Capability 1 – Community Preparedness:

Definition: Community Preparedness is the ability of communities to prepare for, withstand, and recover – in both the short and long terms – from public health incidents.

Capability 2 – Community Recovery:

Definition: Community Recovery is the ability to collaborate with community partners, e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible.

Capability 3 – Emergency Operations Center Coordination:

Definition: Emergency Operations coordination is the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices with the National Incident Management System.

Capability 4 – Emergency Public Information and Warning:

Definition: Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

Capability 5 – Fatality Management:

Definition: Fatality management is the ability to coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death, and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

Capability 6 – Information Sharing:

Definition: Information sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for and in response to events or incidents of public health significance.

Capability 7 – Mass Care:

Definition: Mass Care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that local health needs to continue to me met as the incident evolves.

Capability 8 – Medical Countermeasure Dispensing:

Definition: Medical countermeasure dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

Capability 9 – Medical Material Management and Distribution:

Definition: Medical material management and distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport distribute, and track medical material (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical material, as necessary, after an incident.

Capability 10 – Medical Surge:

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

Capability 11 – Non-Pharmaceutical Interventions:

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

Capability 12 – Public Health Laboratory Testing:

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

incident and post-exposure activities.

Capability 13 – Public Health Surveillance and Epidemiological Investigations:

Definition: Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

Capability 14 – Responder Safety and Health:

Definition: The responder safety and health capability describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

Capability 15 – Volunteer Management:

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

DSHS encourages partnership and collaboration within, between, and among public health and medical care partners in jurisdictions across the State of Texas in preparedness activities. Partnership opportunities may include, but are not limited to, plan development or updating, exercises, training, and responding to incidents, events, or emergencies.

Contractor shall comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:
• Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
• Public Law 109-417, Pandemic and All Hazards Preparedness Act of 2006; and
• Chapter 81, Texas Health and Safety Code.

Contractor shall comply with all applicable regulations, standards and guidelines in effect on the beginning date of this Program Attachment. This is an inter-local agreement under Chapter 791 of the Government Code.

Through this Program Attachment DSHS and Contractor are furnishing a service related to homeland security and under the authority of Texas Government Code § 421.062, neither agency is responsible for any civil liability that may arise from furnishing any service under this Program Attachment.

The following documents and resources are incorporated by reference and made a part of this Program Attachment:

• Department of Health and Human Services, Centers for Disease Control and Prevention (CDC), Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-1202CONT13
• Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:http://www.cdc.gov/phpr/capabilities/DSLR_capabilities_July.pdf.
• Presidential Policy Directive 8/PPD-8, March 30, 2011: http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf;
• Budget Period 2 Public Health Emergency Preparedness Work Plan for Local Health Departments,

attached as Exhibit A;
• Budget Period 2 Public Health Emergency Preparedness Work Plan for Local Health Departments, attached as Exhibit B;
• Contractor's FY14 Applicant Information and Budget Detail for FY14 base cooperative agreement;
• DSHS Exercise Program Templates & Guidance located at;
http://www.dshs.state.tx.us/commprep/exercises.aspx
• Homeland Security Exercise and Evaluation Plan (HSEEP) Documents:
https://hseep.dhs.gov/pages/1001_HSEEP7.aspx;
• Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):
http://www.texasprepares.org/survivingdisaster.htm; and
• Preparedness Program Guidance(s) as provided by DSHS and CDC
Pandemic and All-Hazards Preparedness Reauthorization Act of 2013
http://www.govtrack.us/congress/bills/113/hr307
• Contractors Financial Procedures Manual dated September 1, 2012 or latest version located at:
http://www.dshs.state.tx.us/contracts/cfpm.shtm.

The CDC PHEP Budget Period 2 funds awarded herewith must be matched by costs or third party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Contractor incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24.

The Contractor is required to provide matching funds for PHEP Budget Period 2 of the Funding Opportunity Number CDC-RFA-TP12-120102CONT13 not less than 10% of total costs. Refer to the DSHS Contractor's Financial Procedures Manual, Chapter 9 (http://www.dshs.state.tx.us/contracts/cfpm.shtm) for additional guidance on match requirements, including descriptions of acceptable match resources. Documentation of match, including methods and sources, must be included in the Contractor's contract budget, and Contractor must follow procedures for generally accepted accounting practices as well as meet audit requirements.

Contractor shall coordinate activities and response plans within the jurisdiction, with state, regional, other local jurisdictions, and tribal entities (where appropriate), and with local agencies, hospitals, health care systems, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.

If Contractor agrees to perform public health preparedness services for another county in exchange for all or a portion of the other county's funding allocation, Contractor shall submit to DSHS a signed Memorandum of Agreement (MOA) between Contractor and the other county. The MOA shall outline services, timelines, deliverables and the amount of funds agreed upon by both parties.

Contractor shall notify DSHS in advance of Contractor's plans to participate in or conduct local exercises, in a format specified by DSHS. Contractor shall participate in statewide or sub-state regional exercises as required to assess the capacity of Contractor to respond to bioterrorism, outbreaks of infectious disease, and other public health threats and emergencies. Contractor shall prepare and submit to DSHS After-Action Reports (AARs), documenting and correcting any identified gaps or weaknesses in preparedness plans identified during exercises in a format specified by DSHS and in compliance with Homeland Security Exercise and Evaluation Plan (HSEEP) standards.

Contractor shall cooperate with DSHS to coordinate all planning, training and exercises performed under

this Program Attachment with local emergency management and the Texas Division of Emergency Management (TDEM) District Coordinators assigned to the contractor's sub-state region, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

Contractor shall participate in the Texas Disease Reporting Program described in Chapter 81, Texas Health and Safety Code by:

A. Educating, training and providing technical assistance to local providers and hospitals on Texas reportable disease requirements;
B. Monitoring participation by local providers and hospitals in appropriately reporting notifiable conditions;
C. Conducting disease surveillance and reporting notifiable conditions to the appropriate DSHS regional office;
D. Coordinating with DSHS regional Epidemiology Response Team members to build an effective statewide system for rapid detection of unusual outbreaks of illness through notifiable disease and syndromic or other enhanced surveillance; and
E. Reporting immediately all illnesses resulting from bioterrorism, chemical emergencies, radiological emergencies, or other unusual events and data aberrations as compared to background surveillance data to the jurisdiction's respective DSHS Health Service Region (HSR) regional office or to DSHS.

Contractor shall coordinate all risk communication activities with the DSHS Communications Unit by using DSHS's core messages posted on the DSHS website, and submitting copies of draft risk communication materials to DSHS for coordination prior to dissemination.

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

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

Contractor shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Program Attachment, including partial FTEs and temporary staff.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

PERFORMANCE MEASURES:

Contractor must complete PHEP Evidence-Based Benchmarks as outlined in the attached Exhibit A, Public Health Emergency Preparedness Work Plan for Local Health Departments Exhibit A and B, and as noted below:

1. Demonstrated adherence to PHEP reporting deadlines; and

2. Demonstrated capability to receive, stage, store, distribute, and dispense materiel during a public health emergency.

Failure to meet these deliverables may result in withholding a portion of the fiscal year 2014 PHEP base award.

Contractor shall document the following PHEP Evidence-based Benchmarks:

1. Demonstrated adherence to PHEP reporting deadlines.

A PHEP Budget Period 2 mid-year progress report is due to DSHS December 20, 2013. The report will include a status update on CDC-defined performance measures as well as an update on current preparedness status and self-identified gaps based on the public health emergency preparedness capabilities as they relate to overall jurisdictional needs, and interim financial reports.

An Annual PHEP Budget Period 2 progress report is due to DSHS July 31, 2014. The report will include an update on work plan activities, budget expenditure reports, CDC-defined performance measurement activities and data, and preparedness accomplishments, success stories, and program impact statements.

2. Demonstrated capability to receive, stage, store, distribute, and dispense materiel during a public health emergency.

As part of a response to public health emergencies, Contractor must be able to provide countermeasures to 100% of the identified population within 48 hours after the formal federal request. To achieve this standard, Contractor must maintain the capability to plan and execute the receipt, staging, storage, distribution, and dispensing of material during a public health emergency.

a. Complete self-assessments using the Technical Assistance Review (TAR) tool due 2 weeks before the documentation review with Central Office. The benchmark score is a 69.

b. Perform and submit metrics on three (3) Strategic National Stockpile (SNS) operational drills to SharePoint and submit After Action Reviews / Improvements Plans for these drills to the exercise team. Both are due no later than April 1, 2014.

c. Demonstrate compliance with current programmatic medical countermeasure guidance through submission of point of dispensing (POD) standards data by loading POD standards document to SharePoint no later than April 1, 2014.

d. Contractors within the three identified CRI/MSA Planning Areas must participate in one joint full-scale distribution/dispensing exercise that include all pertinent jurisdictional leadership and emergency management support function leads, planning and operational staff, and all applicable personnel in the Metropolitan Statistical Area or Health Service Region within the 2011 to 2016 performance period.

BILLING INSTRUCTIONS:

Contractor shall request payment electronically through the Contract Management and Procurement System (CMPS) with acceptable supporting documentation for reimbursement of the required services/deliverables. Billing will be performed according to CMPS instructions found at the following link http://www.dshs.state.tx.us/cmps/. For assistance with CMPS, please email CMPS@dshs.state.tx.us or call 1-855-312-8474.

8. Service Area

Lubbock County County

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00043

RLHS GOLIVE HAZARDS PROPOSAL

11. Renewals:

Number of Renewals Remaining: 3 Date Renewals Expire: 08/31/2017

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.069, 93.069, 93.069, 93.069

14. DUNS Number:

058213893

16. Special Provisions

General Provisions, Compliance and Reporting Article I, is revised to include:

Contractor shall submit programmatic reports as directed by DSHS in a format specified by DSHS. Contractor shall provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance. If Contractor is legally prohibited from providing such reports, Contractor shall immediately notify DSHS in writing.

Contractor shall provide reports as requested by DSHS to satisfy information-sharing Requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c).

The email address for submitting mid-year reports, annual reports, and any additional programmatic reports is PHEP@dshs.state.tx.us

General Provisions, Services Article II, Disaster Services, Section 2.02 is amended to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachments funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period.
Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

General Provisions, Payment Methods and Restrictions Article IV, Billing Submission Section 4.02, is amended to include the following:

Contractor shall submit requests for reimbursement or payment, or revisions to previous reimbursement request(s), no later than August 14, 2014 for costs incurred between the services dates of September 1, 2013 and June 30, 2014.

General Provisions, Terms and Conditions of Payment Article IV, is revised to include:

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

General Provisions, Allowable Costs and Audit Requirements Article VI, is amended to include the following:

For the purposes of this Program Attachment, funds may not be used for: fundraising activities, lobbying, research; construction, major renovations, reimbursement of pre-award costs; clinical care; the purchase of vehicles, funding an award to another party or provider who is ineligible, or backfilling costs for staff new construction, or the purchase of incentive items.

General Provisions, Access and Inspection Article IX, Access Section 9.01 is hereby revised to include the following:

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

General Provisions, General Business Operations of Contractor Article XII, Equipment Purchases (Including Controlled Assets), Section 12.20, is revised as follows:

Contractor is required to initiate the purchase of approved equipment no later than August 31, 2014 as documented by issue of a purchase order or written order confirmation from the vendor on or before August 31, 2014. In addition, all equipment must be received no later than 60 calendar days following the end of the Program Attachment term.

General Provisions, General Terms Article VIII, Amendment Section 13.15, is amended to include the following:

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

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

a.	Contract (this document)	2014-001284-00
b.	General Provisions	Subrecipient General Provisions
c.	Attachments	Budgets
d.	Declarations	Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e.	Exhibits	HAZARDS Exhibit A

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

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

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

Name:	City of Lubbock
Vendor Identification Number:	17560005906

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

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

Department of State Health Services	**City of Lubbock**
By: Signature of Authorized Official	By: Signature of Authorized Official
Date	Date
Name and Title 1100 West 49th Street Address Austin, TX 787-4204 City, State, Zip	Name and Title Address City, State, Zip
Telephone Number	Telephone Number
E-mail Address	E-mail Address

Attest: _____
Rebecca Garza, City Secretary

Approved as to form: John C. Grace
State Bar No. 00784184

APPROVED AS TO CONTENT: _____

EXHIBIT A

Public Health Emergency Preparedness Work Plan
for Local Health Departments
PPCPS/HAZARDS

Budget Period 2

Introduction

DSHS developed this work plan in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120102-CONT13) from the Centers for Disease Control and Prevention (CDC). The funding opportunity announcement addresses alignment of the Public Health Emergency Preparedness (PHEP) Program and the Hospital Preparedness Program (HPP) through a five-year project period from FY 2012 to 2017.

DSHS also developed this work plan in the spirit of flexibility and continuous quality improvement providing local health departments the ability to accomplish the intent of the PHEP - HPP Cooperative Agreement with as much latitude as possible while adhering to the guidance of the funding opportunity announcement.

The work plan consists of the following sections that describe the activities and deliverables for PHEP Budget Period 2:

I. Public Health Preparedness Capabilities
II. Annual Requirements
III. CDC-Defined Performance Measures
IV. PHEP Evidence-based Benchmarks

I. Public Health Emergency Preparedness (PHEP) Capabilities

Public health departments continue to face multiple challenges, including an ever-evolving list of public health threats. The Centers for Disease Control and Prevention (CDC) developed fifteen (15) capabilities to assist health departments with assessing preparedness capacity as well as developing strategic plans. The CDC's Public Health Preparedness Capabilities: National Standards for State and Local Planning is a published document found at the following link: http://www.cdc.gov/phpr/capabilities/DSLR_capabilities_July.pdf).

The activities associated with this work plan link directly to the capability standards briefly outlined in Section I Statement of Work of the Program Attachment and found in full detail in the pdf document referenced above.

During this project period, Texas Department of State Health Services (DSHS), with consultation from the CDC, intends to foster closer alignment between the PHEP Program and Hospital Preparedness Program (HPP). Grant alignment is a long-term initiative that will continue to evolve throughout the project period as PHEP and HPP seek additional opportunities to improve administrative and programmatic collaboration. DSHS recognizes the capabilities required to fulfill HPP and PHEP programmatic goals differ but increased collaboration will serve to strengthen both programs. When appropriate, PHEP funding should support collaborative work with HPP toward capability capacity.

In 2011, CDC released a Public Health Capabilities Planning Model (http://www.cdc.gov/phpr/capabilities/DSLR_capabilities_July.pdf (pg 6-9) that describes a high-level planning process public health departments may wish to follow as they address the 15 public health capabilities. The planning model allows local health departments to use the public health preparedness capabilities to a) determine preparedness priorities, b) plan appropriate preparedness activities, and c) demonstrate and evaluate achievement of capabilities through exercises, planned events, and real incidents. Contractors are encouraged to use routine activities and real incidents to demonstrate and evaluate the public health preparedness capabilities.

DSHS with consultation from the CDC strongly recommends that local health departments utilize a prioritization strategy to determine their work and the resulting investments regarding the 15 public health preparedness capabilities across the five-year project period based upon:

A. The assessment of current capabilities and gaps (using the TxPHRAT);
B. A jurisdictional risk assessment (using the TxPHRAT);

Activity 1 for Section I, PHEP Capabilities:

Using the CDC Capabilities Planning Guide, Contractors should conduct strategic mapping of their work plan for the remaining project period (through FY 2017) to include capability prioritization.

Deliverable 1 for Activity 2 for Section I, PHEP Capabilities

Contractors should submit a strategic map to DSHS by October 31, 2013 on a template provided by DSHS.

Activity 2 for Section I, PHEP Capabilities: Update Texas Public Health Jurisdictional Risk Assessment tool (TxPHRAT) with new Capabilities Planning Guide (CPG) data

Deliverable 1 for Activity 2 for Section I, PHEP Capabilities

Using new CPG data, Contractor will update the Texas Public Health Jurisdictional Risk Assessment Tool (TxPHRAT). An updated tool must be completed and uploaded to the Texas Public Health Information Network (TxPHIN) by June 30, 2014. The TXPHIN tool is available at: http://www.dshs.state.tx.us/layouts/contentpage.aspx?pageid=8589954779&id=8589957698&terms=PHEP

II. Annual Requirements

Contractors are required to submit plans, program data, progress reports, and financial data outlining progress in addressing annual requirements including evidence-based benchmarks, objective standards, and performance measures data. Reports will also include information on outcomes of preparedness exercises regarding strengths, weaknesses, and associated corrective actions; accomplishments highlighting the impact and value of the PHEP program in local jurisdictions to include enhanced capacity from previous budget years; and descriptions of incidents requiring activations of emergency operations centers. Reports must describe preparedness activities conducted with PHEP funds, the purposes for which PHEP funds were spent, and the extent to which Contractors met stated goals and objectives. To assist Contactors, DSHS will provide a reporting template consistent with information required by CDC to meet the following annual planning/reporting requirements for 2013 to 2014.

1) HPP and PHEP Program Alignment
Contractors must demonstrate progress in coordinating public health and healthcare preparedness program activities and leveraging funding to support those activities as well as tracking accomplishments highlighting the impact of the HPP and PHEP programs in contractors' jurisdictions.

2) Exercise Planning and Implementation
Contractors must revise current multi-year training and exercise plans or develop a new multi-year training and exercise plan for conducting training and exercises to develop and test public health and healthcare preparedness capabilities. . Training and exercise plans must demonstrate coordination with relevant entities and include methods to leverage resources to the maximum extent possible. Updated multi-year training and exercise plans must be submitted to DSHS annually. Plans must include training and exercise schedules and describe exercise goals and objectives, identified capabilities to be tested, inclusion of at-risk individuals, participating partner organizations, and previously identified improvement plan items from real incidents or previous exercises.

One Annual Preparedness Exercise
Contractors will conduct at least one (1) preparedness exercise annually according to the Contractor's exercise plan and developed in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards. Contractor will submit to DSHS an exercise notification following the Concept and Objectives meeting but, no later than 90 days prior to the exercise and a final After Action Review/Improvement Plan within 60 days of the exercise.

These exercises can include a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities. Following such exercises, Contractors will report identified strengths, weaknesses, and corrective actions taken to address material weaknesses. See the DSHS Exercise Program Guidance document for detailed exercise requirements.

Contractors must conduct one, joint full-scale exercise within the five-year project period. Joint full-scale exercises should meet multiple program requirements including PHEP, HPP and Strategic National Stockpile requirements where possible to minimize the burden on exercise planners and participants.

3) Volunteer Recruitment and Management (Capability 15, Volunteer Management) If Contractors are using

volunteers, such as Medical Reserve Corps or Strategic National Stockpile (SNS) point of dispensing volunteers), then Contractors must enter volunteers into the Texas Disaster Volunteer Registry, the Texas Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP) system and utilize this system as their primary volunteer management tool. Data should be updated into the Texas Disaster Volunteer Registry by November 30, 2013 (mid-year) and July 31, 2014 (end-of-year).

4) Coordination among cross-cutting public health preparedness programs PHEP program components as a whole should complement and be coordinated with other public health and healthcare programs as applicable. For example, some functions within the Public Health Laboratory, Public Health Surveillance and Epidemiological Investigation and Information Sharing capabilities may mutually support activities as described in CDC's Epidemiology and Laboratory Capacity (ELC) for Infectious Diseases cooperative agreement. Contractors should work with immunization programs and partners on syndromic surveillance and other activities to assure preparedness for vaccine-preventable diseases, influenza pandemics, and other events requiring a response.

5) Stakeholder Engagement (Capability 1, Community Preparedness, Function 2 and Capability 2, Community Recovery, Function 1)
Contractors should identify the appropriate jurisdictional partner to address the emergency preparedness, response, and recovery needs of older adults regarding public health, medical and mental health behavioral needs and address processes and accomplishments to meet the needs of older adults.

6) Public Comment Solicitation on Emergency Preparedness Plans (Capability 1, Community Preparedness, Function 2)
Contractors should describe processes for solicitation of public comment on emergency preparedness plans and their implementation such as the establishment of an advisory committee or similar mechanism to ensure ongoing public comment on emergency preparedness and response plans.

7) National Incident Management System (NIMS) Compliance (Capability 3, Emergency Operations Coordination, Function 1)
Contractors should have plans, processes, and training in place to meet NIMS compliance requirements by June 30, 2014.

8) Public Health, Mental/Behavioral Health, and Medical Needs of At-risk Individuals (Capability 1, Community Preparedness; Capability 2, Community Recovery; Capability 4, Emergency Public Information and Warning; Capability 7, Mass Care; Capability 10, Medical Surge; and Capability 13, Public Health Surveillance and Epidemiological Investigation)

Strategic maps should describe plans to address the public health, mental/behavioral health, and medical needs of at-risk individuals in the event of a public health emergency.
The definition of at-risk individuals is available at:
http://www.phe.gov/Preparedness/planning/abc/Documents/at-risk-individuals.pdf

9) Situational Awareness
Contactors will provide DSHS with situational awareness data generated through interoperable networks of electronic data systems. (Capability 6, Information Sharing)

10) Fiscal and Programmatic Systems
Contractors will have in place fiscal and programmatic systems to document accountability and improvement.

11) One Annual Preparedness Exercise

One Annual Preparedness Exercise – due April 1, 2014
Contractors will conduct at least one (1) preparedness exercise annually according to the Contractor's exercise plan and developed in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards. Contractor will submit to DSHS an exercise notification following the Concept and Objectives meeting but, no later than 90 days prior to the exercise and a final After Action Review/Improvement Plan within 60 days of the exercise.

The exercise can be a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities. Following such exercises, Contractors will report identified strengths, weaknesses, and corrective actions taken to address material weaknesses. See the DSHS Exercise Program Guidance document for detailed exercise requirements.

Activities for Section II, Annual Requirements

Local health departments have the flexibility to determine capability prioritization and jurisdiction-specific activities for annual requirements.

Deliverables for Section II, Annual Requirements 1 through 11

Progress reports, program data, plans, and financial data from local health departments are deliverables for annual requirements 1 through 11. DSHS will provide templates for reports that are consistent with information requests from CDC in order to meet reporting requirements within a timeframe necessary to complete consolidation of statewide reporting to CDC.

Deliverable 1 for Section II, Annual Requirement 3
(Exercise Planning and Implementation)

Contractors must submit a current Multi-Year Training & Exercise Plan (with 5-year exercise schedule) to DSHS by July 31, 2013.

Deliverable 1 for Section II, Annual Requirement 12
(One Annual Preparedness Exercise)

Submit a Notification of Exercise to DSHS following the Concept & Objectives meeting (HSEEP) or as soon as possible but no later than 90 days prior to the conduct of the exercise.

Deliverable 2 for Section II, Annual Requirement 12
(One Annual Preparedness Exercise)

Submit an HSEEP-compliant After Action Review/Improvement Plan to DSHS within 60 days of the exercise.

III. CDC-Defined Performance Measures

Performance measures are key tools to determine program effectiveness and may focus on any level of public health service delivery including local health departments, public health laboratories, healthcare coalitions, and healthcare organizations. DSHS with consultation from the CDC has determined the benefit of Contractors reporting on these capability-based performance measures. While Contractors may not have to report on all performance measures every year, Contractors will be required to collect and report select performance measure data for Budget Period 2 (2013 to 2014) based on guidance to be provided by the Centers for Disease Control and Prevention (CDC) at a later date.

CDC's PHEP Budget Period 1 Performance Measure Specifications and Implementation Guidance is available at: http://www.cdc.gov/phpr/documents/PHEP+BP1+PM+Specifications+and+Implementation+Guidance_v1_1.pdf.

IV. Evidence-based Benchmarks and Pandemic Influenza Plans
(PAHPA Benchmarks)

CDC identifies select program requirements as benchmarks as mandated by Section 319C-1 and 319C-2 of the PHS Act as amended by the Pandemic and All Hazards Preparedness Act (PAHPA). To substantially meet a benchmark, Contractors must provide complete and accurate information describing how the benchmark was met. DSHS and the CDC expect Contractors to achieve, maintain, and report on benchmarks throughout the five-year project period. CDC and DSHS reserve the right to modify benchmarks annually as needed and in accordance with CDC goals, objectives, and directives. Contractors shall maintain all documentation that substantiates achievement of benchmarks and make those documents available to DSHS staff as requested during site visits or through other requests.

DSHS has identified the following CDC benchmarks for BP 2.

1. Adherence to PHEP Reporting Deadlines

Deliverable 1 – Contractors will prepare and submit a PHEP Budget Period 2 mid-year progress report to DSHS using a template provided by DSHS that captures reporting information and data required by CDC. The report is due to DSHS December 20, 2013. More information on the report is found in the Work Plan Table attachment.

2. Receiving, Staging, Storing, Distributing, and Dispensing Medical Countermeasures:
As part of a response to public health emergencies, Contractor must be able to provide countermeasures to 100%

of the identified population within 48 hours after the formal federal request. To achieve this standard, Contractor must maintain the capability to plan and execute the receipt, staging, storage, distribution, and dispensing of material during a public health emergency.

a. Complete self-assessments using the Technical Assistance Review (TAR) tool due 2 weeks before the documentation review with Central Office. The benchmark score is a 69.
b. Perform and submit metrics on three (3) Strategic National Stockpile (SNS) operational drills to SharePoint and submit After Action Reviews / Improvements Plans to the exercise team. Both are due no later than April 1, 2014.
c. Demonstrate compliance with current programmatic medical countermeasure guidance through submission of point of dispensing (POD) standards data by loading POD standards document to SharePoint no later than April 1, 2014.
d. Contractors within the three designated CRI/MSA Planning Areas must conduct one joint full-scale distribution/dispensing exercise that includes all pertinent jurisdictional leadership and emergency management support function leads, planning and operational staff, and all applicable personnel in the Metropolitan Statistical Area or Health Service Region within the 2011 to 2016 performance period.

Through these activities, contractors will meet the performance measures noted in Section II: Statement of Work Performance Measures of the Program Attachment associated with medical countermeasures.

Appendix 1

Definitions for the Public Health Capability Model

The Capability Definition defines the capability as it applies to state, local, tribal, and territorial public health.

The Function describes the critical elements that need to occur to achieve the capability.

The Performance Measure(s) section lists the CDC-defined performance measures, if any, associated with a function.

The Tasks section describes the steps that need to occur to complete the functions.

The Resource Elements section lists resources, including priority items and other considerations, needed to build and maintain the ability to perform the function and its associated tasks. These resource elements are organized as follows:

1) Planning: standard operating procedures or emergency operations guidance, including considerations for legal authorities and at-risk populations, for a Contractor's plans for delivering the capability.
2) Skills and Training: baseline competencies and skills personnel and teams should possess or have access to when delivering a capability.
3) Equipment and Technology: equipment Contractors should have or have access to in jurisdictionally defined quantities sufficient to achieve the capability.
4) Note: Certain resource elements have been identified as priority resource elements. Contractors may not require all resource elements to fully achieve all of the functions within a capability, but they must have or have access to the priority resource elements. Remaining resource elements are recommended for consideration by Contractors.

Appendix 2

The public health preparedness capabilities are listed below in their corresponding domains. These domains are intended to convey the significant dependencies between certain capabilities:

Biosurveillance
- Public Health Laboratory Testing
- Public Health Surveillance/Epidemiological Investigation

Community Resilience
- Community Preparedness
- Community Recovery

Countermeasures and Mitigation
- Medical Countermeasure Dispensing
- Medical Material Management and Distribution
- Non-pharmaceutical Interventions
- Responder Safety and Health

Incident Management
- Emergency Operations Coordination

Information Management
- Emergency Public Information and Warning
- Information Sharing

Surge Management
- Fatality Management
- Mass Care
- Medical Surge
- Volunteer Management

Public Health Emergency Preparedness Requirements for Local Health Departments
PPCPS/HAZARDS
Exhibit B
Funding Opportunity Number CDC-RFA-TP12-120102CONT13
Time Period Covered
State of Texas Fiscal Year 2014 September 1, 2013 to August 31, 2014

Requirement: Strategic Map
Process: Using the CDC Capabilities Planning Guide, Contractors should prepare a work plan for the remaining four years of the project period (through FY 2017) to include capability prioritization for each year.
Due Date: October 31, 2013 - Submitted on a template provided by DSHS

Requirement: Mid-Year Progress Report including evidenced-based benchmarks
Process: Work plan updates, status updates on applicable Pandemic and All-Hazards Act (PAHPA) benchmarks, applicable performance measure data, and technical assistance plans.
Due Date: December 20, 2013

Requirement: Performance Measures
Process: Criteria for Performance Measures not yet established by the CDC
Due Date: To be determined following release by CDC

Requirement: Year-End Progress Report.
Process: Updates on work plan activities including local contracts and progress on implementation of technical assistance plans; PAHPA benchmark data, performance measure data and supporting information, training updates, preparedness accomplishments, success stories, and program impact statements.
Due Date: July 31, 2014

Requirement: Conduct One Preparedness Exercise annually to test preparedness and response capabilities. An HSEEP AAR must be completed within 60 days of the exercise.
Process: The exercise may be a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities. This cannot be an SNS drill conducted in support of the Medical Countermeasures Technical Assistance Review. Contractors are to submit a completed AAR/IP to DSHS for all exercises conducted to fulfill PHEP exercise requirements Exercise Notification no later than 90 days prior to the exercise.
AAR submitted within 60 days of exercise completion.
Due Date: Exercise completed by April 1, 2014.

Requirement: Jurisdictional Risk Assessments
Process: Update TxPHRAT with new CPG data and upload to PHIN
Due Date: June 30, 2014

Requirement: Conduct or participate in an annual Training & Exercise Plan Workshop
Process: Contractors must participate in a Training & Exercise Plan workshop to revise current multi-year training and exercise plans or develop a new plan for conducting exercises to test public health and healthcare preparedness capabilities.
Due Date: July 1, 2014

Requirement: Submit an updated Multi-Year Training and Exercise Plan
Process: Contractors must submit a current, updated Multi-Year Training & Exercise Plan (with 5-year exercise schedule)
Due Date: July 31, 2014

Requirement: NIMS Training Compliance
Process: Contractor must complete all required NIMS training.
Due Date: June 30, 2014

Requirement: Joint Training Report
Process: Report on preparedness training conducted and describe the impact the training had on the jurisdiction.
Due Date: Sept 1, 2014

Requirement: ESAR-VHP registry use
Process: If using local volunteers, such as MRCs, SNS, etc. contractors must use the Texas Disaster Volunteer Registry System (ESAR-VHP) and enter volunteer data into ESAR-VHP registry

Due Date: November 30, 2013 and July 31, 2014.

Requirement: Strategic National Stockpile (SNS) operational drills
Process: Perform and submit metrics on three (3) Strategic National Stockpile (SNS) operational drills to SharePoint and submit After Action Reviews / Improvements Plans for these drills to the exercise team. Both are due no later than April 1, 2014.
Due Date: April 1, 2014

Requirement: CRI/MSAs - Conduct one Medical Countermeasure Dispensing and Medical Material Management and Distribution Full-scale Exercise
Process: Conduct one, joint full-scale distribution and dispensing exercise within the 5-year project period. Participation in this CRI exercise fulfills the requirement for a full-scale exercise under PHEP for all local planning jurisdictions within the MSA Planning Area.
Due Date: May 1, 2016

Requirement: Participate in one regional joint, full-scale exercise within the five year project period.
Process: This joint full-scale exercise should meet multiple program requirements including PHEP, HPP and Strategic National Stockpile requirements where possible to minimize the burden on exercise planners and participants.
Due Date: May 1, 2016

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2014-001286-00

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

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

2. Total Amount: The total amount of this Contract is $87,645.00.

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

4. Term of the Contract: This Contract begins on 09/01/2013 and ends on 08/31/2014. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

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

6. Program Name: RLSS/LPHS RLSS/Local Public Health System-PnP

7. Statement of Work:

CONTRACTOR shall improve or strengthen local public health infrastructure within the State of Texas by:

• Developing objective(s) to address a public health issue;
• Utilizing resources provided through this contract Attachment to conduct activities and services that provide or support the delivery of essential public health services;
• Assessing, monitoring, and evaluating the essential public health activities and services provided through this Program Attachment; and
• Developing strategies to improve the delivery of essential public health service(s) to identified service area.

These tasks shall be performed in accordance with Department of State Health Services (DSHS) Division for Regional and Local Health Services Interlocal Application. The assessment and/or evaluation activities must include measurable standards. Acceptable standards include the National Public Health Performance Standards approved by the Centers for Disease Control and Prevention, Performance Standards developed by the Texas Association of Local Health Officials, Healthy People 2010, and any federal, state or local law or regulation governing the delivery of essential public health services. Other evaluation methods utilizing standards not listed in this Program Attachment must be pre-approved by DSHS.

CONTRACTOR shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

CONTRACTOR shall comply with all applicable federal and state laws, rules, regulations and standards including, but not limited to, the following:

• Chapter 23-11 of the Healthy People 2010;
• Section 121.002, Texas Health & Safety Code, definition of ten essential public health services;
• Government Code, Section 403.1055, "Permanent Fund for Children and Public Health".

CONTRACTOR shall not use funds from the Permanent Fund for Children and Public Health for lobbying expenses under the Government Code, Section 403.1067.

CONTRACTOR shall comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Program Attachment.

DSHS shall inform CONTRACTOR in writing of any changes to applicable federal and state laws, rules, regulations, standards and guidelines. CONTRACTOR shall comply with the amended law, rule, regulation, standard or guideline except that CONTRACTOR shall inform DSHS Program in writing if it shall not continue performance under this contract Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

CONTRACTOR shall complete the PERFORMANCE MEASURES as stated in the CONTRACTOR'S FY14 Local Public Health Service (LPHS) Service Delivery Plan, and as agreed upon by DSHS, hereby attached as Exhibit.

BILLING INSTRUCTIONS:
Contractor shall request payment electronically through the Contract Management and Procurement System (CMPS) with acceptable supporting documentation for reimbursement of the required services/deliverables. Billing will be performed according to CMPS instructions found at the following link http://www.dshs.state.tx.us/cmps/. For assistance with CMPS, please email CMPS@dshs.state.tx.us or call 1-855-312-8474.

8. Service Area

Lubbock County

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00025

RLHS GOLIVE LPHS PROPOSAL

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2014

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

STATE, STATE

14. DUNS Number:

058213893

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Project Service Delivery Plan	Quarterly	09/01/2013	11/30/2013	12/30/2013
Project Service Delivery Plan	Quarterly	12/01/2013	02/28/2014	03/31/2014
Project Service Delivery Plan	Quarterly	03/01/2014	05/31/2014	06/30/2014
Project Service Delivery Plan	Quarterly	07/01/2014	08/31/2014	10/31/2014

16. Special Provisions

General Provisions, Section 1.03 Reporting Article, are revised to include the following paragraph:

Failure to submit a required report of additional requested information by the due date specified in the Program Attachment (s) or upon request constitutes breach of contract, may result in delay payment, and may adversely affect evaluation of Contractor's future contracting opportunities with the department.

Programmatic Reporting Submission Requirements:

Reports and Report signature page should be sent electronically to:

LocalPHTeam@dshs.state.tx.us, or the signature page can sent by facsimile to 512-776-7391. A copy of the report should be sent to the respective DSHS Health Service Region, Attention: Deputy Regional Director.

See Programmatic Reporting Requirements section for required reports.

General Provisions, ARTICLE II SERVICES, Section 2.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

General Provisions, Section 12.01 Responsibilities and Restrictions Concerning Governing Board, Officers and Employees, is not applicable to this program Attachment.

General Provisions, Section 12.20 Equipment (Including Controlled Assets) Purchases, is revised to include the following:

For the purpose of this Program Attachment, equipment is not approved as part of the base budget for LPHS. The funds are for direct services. Although, at mid-year of the contract term, if funds are identified as not being used, the funds may be used to purchase equipment in the 3rd quarter of the contract or program attachment term. Contractor must submit proposal to redirect funds with justification as to how the equipment helps achieve the goals, objectives, and deliverables outlined in Exhibit A (Project Service Delivery Plan). The proposal must be submitted to the contract manager assigned to the program attachment.

General Provisions, General Terms Article VIII, Amendment Section 13.15, is amended to include the following:

Contractor must submit all amendment and revision requests electronically through the Contract Management and Procurement System (CMPS) at least 90 days prior to the end of the term of this Program Attachment.

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

a.	Contract (this document)	2014-001286-00
b.	General Provisions	Subrecipient General Provisions
c.	Attachments	Budgets
d.	Declarations	Certification Regarding Lobbying, Certification Regarding Professional Services Contractors Not Hiring Former or Retired State Agency Employees, Child Support Certification, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e.	Exhibits	Exhibit A

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

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

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

Name:	City of Lubbock
Vendor Identification Number:	17560005906 034

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

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

Department of State Health Services	**City of Lubbock**
By: Signature of Authorized Official	By: Signature of Authorized Official
Date	Date
Name and Title 1100 West 49th Street Address Austin, TX 787-4204 City, State, Zip	Name and Title Address City, State, Zip
Telephone Number	Telephone Number

Attest: _____
Rebecca Garza, City Secretary

John C. Grace
Approved as to form: _____

APPROVED AS TO CONTENT: _____

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2014-001351-00

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

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

2. Total Amount: The total amount of this Contract is $100,000.00.

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

4. Term of the Contract: This Contract begins on 09/01/2013 and ends on 08/31/2014. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

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

6. Program Name: STD/HIV STD-HIV prevention services

7. Statement of Work:

The purpose of this Renewal Program Attachment is to conduct activities to control and prevent the spread of syphilis and other sexually transmitted diseases within the City of Lubbock, Texas. Project activities shall consist of testing and treatment of persons at risk for (or infected with) sexually transmitted diseases (STD), as described herein.

Contractor shall comply with all applicable federal and state statutes and regulations, including, but not limited to:

- Chapters 81 and 85 of the Texas Health and Safety Code; and
- Title 25 Texas Administrative Code, Chapter 97.

Contractor shall comply with all applicable federal and state standards and guidelines, as revised (all incorporated herein by reference and made part of this Renewal Program Attachment), including, but not limited to:

- DSHS Human Immunodeficiency Virus and Sexually Transmitted Diseases (HIV/STD) Program Operation Procedures and Standards, located at http://www.dshs.state.tx.us/hivstd/pops/default.shtm;
- CDC STD Treatment Guidelines, located at http://www.cdc.gov/std/treatment/;
- DSHS Standards for Public Health Clinic Services located at: http://www.dshs.state.tx.us/qmb/dshsstndrds4clinicservs.pdf; and
- DSHS TB/HIV/STD and Viral Hepatitis Unit Confidential Information Security Policy No. 2011.01, located at http://www.dshs.state.tx.us/hivstd/policy/security.shtm.

Contractor shall comply with all other applicable policies adopted by DSHS HIV/STD Program.

Contractor shall conduct the following activities for all "persons at risk" (as the term is defined at https://www.dshs.state.tx.us/hivstd/info/syphilis/default.shtm) who are patients at the City of Lubbock STD Clinic located at 1902 Texas Avenue, Lubbock, Texas:

- At a minimum, obtain blood specimen for HIV and syphilis, have available stat RPR (rapid plasma regain) testing for syphilis, and obtain urine samples for gonorrhea and Chlamydia, for testing and treatment as described herein;
- Display in the STD Clinic, and provide to patients, DSHS-approved educational materials (located at http://www.dshs.state.tx.us/hivstd/info/edmat.shtm#std) regarding the signs and symptoms of communicable diseases, transmission prevention, neonatal concerns, and the importance of treatment and testing. This requirement includes, but is not limited to, the following DSHS documents: Facts You Should Know About HIV/AIDS, What If I've Been Exposed to an STD, Facts About STDs; and What You Should Know About Syphilis. Contractor shall order educational materials from the DSHS warehouse as needed (see http://www.dshs.state.tx.us/hivstd/info/edmat.shtm);
- Maintain an "express visit" system to triage symptomatic from non-symptomatic patients in order to provide streamlined testing and treatment services. Express visits are designed for low-risk asymptomatic patients and should include the collection of two specimens: a blood test for HIV and/or syphilis; and a urine sample for gonorrhea and chlamydia testing. No clinical exam will be performed;
- Provide services to "walk-in" clients seeking STD-related services without a pre-established appointment;
- Ensure that all patients referred for services by the DSHS Health Service Region (HSR) 1 Disease Intervention Specialists receive priority status and are seen the same day for appropriate testing and

treatment;

- Ensure that all patients seen in clinic are provided services regardless of ability to pay for services
- Provide access to clinic services by walk-in or by appointment between the hours of 8 a.m. to 5 p.m., five (5) days a week, Monday through Friday;
- Provide appropriate medication(s) to patients infected with (or exposed to) one or more sexually transmitted disease(s);
- Provide appropriate education on prevention and control of STDs to patient and partner – both oral and written;
- Assess and evaluate the response to treatment and medication of patients seen under this contract;
- Advise patients on available and appropriate medical and social services, with the goal of linking patients seen under this contract to other appropriate medical care and support services that might be needed to assist him/her with medical, psychological or other needs that are not appropriate for the STD clinician to address;
- Keep accurate patient records and maintain confidentiality, as required by law and the terms of this Renewal Program Attachment at all times;
- Participate in quality improvement activities, including chart reviews, as directed by DSHS;
- Refer patients to DSHS HSR 1 for Partner Services (partner elicitation and notification for persons diagnosed with gonorrhea, Chlamydia, syphilis and/or HIV) per guidance found at the following link: http://www.dshs.state.tx.us/hivstd/pops/default.shtm;
- Offer expedited partner therapy, as described by DSHS, to all heterosexual patients diagnosed with chlamydia and/or gonorrhea; and
- Perform related duties and responsibilities as directed by DSHS.

Contractor's staff shall attend training, conferences, and meetings for which funds are budgeted and as approved by DSHS Program.

Contractor may not subcontract any activities or other work required under this Renewal Program Attachment.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below those projected in Contractor's total Renewal Program Attachment amount, Contractor's Budget may be subject to a decrease for the remainder of the Renewal Program Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Renewal Program Attachment, without waiving the enforceability of any of the other terms of the Renewal Program Attachment.

Contractor shall submit quarterly reports to hivstdreport.tech@dshs.state.tx.us, with copies to the designated DSHS STD/HIV Program Consultant, and HSR 1 STD staff, in a manner and standard format provided by DSHS. Data shall be submitted at other times as directed by DSHS staff.

Quarterly reports are due on or before the 15th calendar day of December 2013, March 2014, June 2014, and September 2014.

Programmatic Reporting Submission Requirements:

See Programmatic Reporting Requirements section for required reports.

The reports shall include, but are not limited to, the following (references to patients means patients seen

under this Renewal Program Attachment):

- The total number of patients served;
- Patient demographic information including sex, age, and race/ethnicity;
- Number of new visits versus follow-up visits;
- Information on significant events/trends in the program (e.g., success and achievement, changes in program activities, outreach efforts, HSR 1 nurses trained in the clinic, impediments encountered, and staff changes) and additional program needs;
- Number tested via "express visit";
- Number of patients returning for medication(s), additional vaccination, visits with physician provider, and/or repeat blood test, but who do not require a full clinical exam;
- Number of patients receiving a full clinical exam;
- Number of syphilis contacts and suspects receiving a full exam;
- Number of tests performed for syphilis, HIV, gonorrhea, and chlamydia;
- Number of reactive test results for syphilis, HIV, gonorrhea, and chlamydia;
- Number of new cases of syphilis (by stage, i.e. primary, secondary, and latent syphilis);
- Number of patients eligible for HIV testing;
- Number of new cases of HIV;
- Number of previously diagnosed cases of HIV reported during the quarter;
- Number of HIV-positive and HIV-negative patients counseled;
- Number of patients treated for a diagnosed infection with syphilis, gonorrhea, and/or chlamydia;
- Number of patients receiving preventive treatment, (i.e., those exposed to an infected person or those exposed to persons determined to be at increased risk as defined above); and
- Number of patients and doses provided for patient-delivered partner therapy.

Contractor shall submit all reports within the required time frames. The reports shall be completed to the satisfaction of DSHS. If the reports and narratives do not meet these conditions, it will constitute a breach of contract.

Confidentiality

Contractor shall ensure the security of the HIV/STD confidential information maintained by Contractor as part of activities under this Renewal Program Attachment.

Contractor must:

- Have and follow appropriate policies/procedures in place for handling and storing confidential information, for the release of confidential HIV/STD data, and for the rapid response to suspected breaches of protocol and/or confidentiality. These policies and procedures must be consistent with DSHS confidentiality policies and procedures located at http://www.dshs.state.tx.us/hivstd/policy/policies/301001.pdf and http://www.dshs.state.tx.us/hivstd/policy/policies.shtm (Contractor may choose to adopt those DSHS policies and procedures as its own).
- Have security policies that are reviewed periodically for efficacy, and Contractor must monitor evolving technology (e.g. new methods hackers are using to illegally access confidential data; new technologies for keeping confidential data protected from hacking) on an on-going basis to ensure that the program's data remain as secure as possible.
- Approve any Contractor staff requiring access to HIV/STD confidential information and only grant authorization to Contractor staff who have a work-related need (i.e. work under this Renewal Program Attachment) to view HIV/STD confidential information.
- Maintain a list of authorized Contractor staff persons who have been granted permission to view and

work with HIV/STD confidential information under this Renewal Program Attachment. Contractor shall review the authorized user list at least quarterly to ensure it is current. All Contractor staff with access to confidential information will have a signed copy of a confidentiality agreement on file and it should be updated at least once during the term of this Renewal Program Attachment.

- Ensure that all Contractor staff with access to confidential information are trained on security policies and procedures before access to confidential information is granted, and that refresher training is given once during the term of this Renewal Program Attachment.
- Thoroughly and quickly investigate all suspected breaches of confidentiality, in consultation with the DSHS Local Responsible Party, all in compliance with the DSHS Program Policy No. 303.001 "HIV/STD Breach of Confidentiality Response Policy," http://www.dshs.state.tx.us/hivstd/policy/security.shtm.

BILLING INSTRUCTIONS:

Contractor shall request payment electronically through the Contract Management and Procurement System (CMPS) with acceptable supporting documentation for reimbursement of the required services/deliverables. Billing will be performed according to CMPS instructions found at the following link http://www.dshs.state.tx.us/cmps/. For assistance with CMPS, please email CMPS@dshs.state.tx.us or call 1-855-312-8474.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00086

DCPS GO LIVE STD SET-LUBB PROPOSAL

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2014

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

14. DUNS Number:

058213893

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Quarterly Report	Quarterly	09/01/2013	11/30/2013	12/15/2013
Quarterly Report	Quarterly	12/01/2013	02/28/2014	03/15/2014
Quarterly Report	Quarterly	03/01/2014	05/31/2014	06/15/2014
Quarterly Report	Quarterly	06/01/2014	08/31/2014	09/15/2014

16. Special Provisions

General Provisions ARTICLE XIII. GENERAL TERMS, Section 13.15 Amendment, is amended to include the following:

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

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

a. Contract (this document) 2014-001351-00
b. General Provisions Subrecipient General Provisions
c. Attachments Budgets

d. Declarations Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

e. Exhibits

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

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

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

Name: City of Lubbock
Vendor Identification Number: 17560005906

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

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

Department of State Health Services	**City of Lubbock**
By: Signature of Authorized Official	By: Signature of Authorized Official
Date	Date
Name and Title 1100 West 49th Street Address Austin, TX 787-4204 City, State, Zip	Name and Title Address City, State, Zip
Telephone Number	Telephone Number
E-mail Address	E-mail Address

Attest: Rebecca Garza, City Secretary

Approved as to form: John C. Gross State Bar No. 00787574

APPROVED AS TO CONTENT: _____

EXHIBIT A
FY 2014 Request for Local Public Health Services Funds
Project Service Delivery Plan

Texas Department of State Health Services

Local Health Department: CITY OF LUBBOCK
Contract Term: September 1, 2013 through August 31, 2014

Indicate in this plan how requested Local Public Health Services (LPHS) contract funds will be used to address a public health issue through essential public health services. The plan should include a brief description of the public health issue(s) or public health program to be addressed by LPHS funded staff, and measurable objective(s) and activities for addressing the issue. List only public health issues/programs, objectives and activities conducted and supported by LPHS funded staff. List at least one objective and subsequent required information for each public health issue or public health program that will be addressed with these contract funds. The plan must also describe a clear method for evaluating the services that will be provided, including identification of a specific evaluation standard, as well as recommendations or plans for improving essential public health services delivery based on the results of the evaluation. Complete the table below for each public health issue or public health program addressed by LPHS funded staff. (Make additional copies of the table as needed)

Public Health Issue: Briefly describe the public health issue to be addressed. Number issues if more than one issue will be addressed.

1. Knowledge regarding disease transmission, treatment, and prevention of notifiable conditions.
2. Immunization and Sexually Transmitted Disease contract delivery.

Essential Public Health Service(s): List the EPHS(s) that will be provided or supported with LPHS Contract funds
EPHS#3: Inform, educate, and empower people about health issues.
EPHS#9: Evaluate effectiveness, accessibility and quality of personal and population-based health services.

OBJECTIVE(s): List at least one measurable objective to be achieved with resources funded through this contract. Number all objectives to match issue being addressed. Ex: 1.1, 1.2, 2.1, 2.2, etc.)
1.1 Ensure cases are distributed for interviews within time frame as directed by DSHS.
1.2 Ensure clients with a notifiable condition receive education and treatment (if indicated) regarding the disease process.
2.1 Ensure contract deliverables (reports, financial, and/or programmatic) are met.

PERFORMANCE MEASURE: List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above.
1.1 100% of clients with a notifiable condition who are contacted will receive education and treatment (when indicated).

2.1 Grant deliverables of Immunization and STD Syphilis Elimination Texas contracts are met according to specified time frames

ACTIVITIES List the activities conducted to meet the proposed objective. Use numbering system to designate match between issues/programs and objectives.

1.1 Oversight of case investigations and education/treatment for notifiable conditions.
2.1 Conduct program management for immunization and STD contracts.

EVALUSTION and IMPROVEMENT PLAN List the standard and describe how it is used to evaluate the activities conducted. This can be a local, state or federal guideline.
Centers for Disease Control, Texas Department of State Health Services Notifiable Conditions Rules and Regulations, and the City of Lubbock Health Department Disease Surveillance Policy and Procedure Manual.

Monthly review of expenses on FSR prior to submission for payment reimbursement.

Review information in quarterly and tri-annual reports for accuracy and completeness prior to submission to DSHS.

DELIVERABLE Describe the tangible evidence that the activity was completed.
Completed files and case investigation forms on all reported notifiable conditions.

Review of completed investigation forms upon submission with improvement plans created as needed.
Invoices, memos, DPR's all with appropriate signatures
Quarterly and tri-annual reports.

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

Meeting Date: 09/26/2013

Information

Agenda Item

Supplemental Ordinance 2nd Reading - Finance: Consider Supplemental Ordinance 2013-O0091 supplementing Ordinance No. 2007-00058, 2008-O0079, 2009-O0090, 2010-O0075, 2011-O0082, and 2012-O0104 pursuant to which Assessments were levied on property within Vintage Township Public Improvement District to provide public improvements for the district.

Item Summary

On September 10, 2013, the City Council approved the first reading of the ordinance.

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

Fiscal Impact

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

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Vintage SAP Ordinance

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

Section 1. Findings.
The findings and determinations set forth in the preambles are hereby incorporated by reference for all purposes.

Section 2. Annual Service Plan Update and Assessment Roll.

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

Section 3. Effective Date.

This Ordinance shall take effect upon passage and execution hereof.

AND IT IS SO ORDERED.

Passed by the City Council on _____, 2013.

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Linda Chamales
Economic Development Attorney

VINTAGE TOWNSHIP PUBLIC IMPROVEMENT DISTRICT
LUBBOCK, TEXAS

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

August 26, 2013

VINTAGE TOWNSHIP PUBLIC IMPROVEMENT DISTRICT
LUBBOCK, TEXAS

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

A. Introduction

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

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

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

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

B. Update of the Service Plan

Annual Budget for the Public Improvements

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

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

Table A
Sources and Uses of Funds
Public Improvements

Sources of Funds:	**Improvement Project A Series A Bonds**	**Improvement Project B Series B Bonds**	**Total**
Bond proceeds	$2,193,000	$1,279,000	$3,472,000
Developer's contribution to Reserve Account	$219,300	$0	$219,300
Developer's contribution to Prepayment Reserve Account	$40,928	$23,870	$64,798
Other private funds	$804,366	$833,286	$1,637,652
Total Sources of Funds	**$3,257,594**	**$2,136,156**	**$5,393,750**
Uses of Funds:			
Improvement project	$2,920,808	$1,828,466	$4,749,274
Capitalized Interest Account	$61,644	$128,694	$190,338
Collection Costs Account	$14,914	$27,226	$42,140
Reserve Account	$219,300	$127,900	$347,200
Prepayment Reserve Account	$40,928	$0	$40,928
Developer Sub-Account of the Prepayment Reserve Account	$0	$23,870	$23,870
Total Uses of Funds	**$3,257,594**	**$2,136,156**	**$5,393,750**

Note: The numbers in this and subsequent tables are in some cases shown rounded to the nearest dollar; however, the calculations are made to the cent.

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

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

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

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

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

Debt Service and Collection Costs

The Annual Installments

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

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

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

Annual Budget for the Repayment of Indebtedness

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

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

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

	Improvement Project A Series 2008A Bonds[2]	Improvement Project B Series 2008B Bonds[2]	Total[2]
Interest payment on April 1, 2014	$77,697	$547	$78,244
Interest payment on October 1, 2014	$77,698	$547	$78,245
Principal payment on October 1, 2014	$7,000	$0	$7,000
Subtotal Debt Service on Bonds	$162,395	$1,094	$163,489
Annual Collection Costs	$19,750	$250	$20,000
Subtotal Expenses	$182,145	$1,344	$183,489
Available Capitalized Interest Account	$0	$0	$0
Available Collection Costs Account[1]	$0	$0	$0
Subtotal Funds Available	$0	$0	$0
Annual Installment to be Collected	$182,145	$1,344	$183,489

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

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

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

1) Annual Installments to be collected from previously subdivided lots

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Table G
Annual Installment Part A
To be collected for 2013

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

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

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

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

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

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

There is no Assessment Part B due for 2013.

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

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

Table I
Annual Installment Part B
To be collected for 2013

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Update of the Assessment Plan

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

(i) Land Use Class 1,

(ii) Land Use Class 2, and

(iii) Land Use Class 3.

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

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

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

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

D. Update of the Assessment Roll

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

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

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

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

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

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel.

B = the Assessment for the Parcel prior to subdivision.

C = the Equivalent Units allocated to each newly subdivided Parcel

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

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

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

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

Table N
Annual Installment Part A before and after consolidation

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

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

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

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

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

E. Updates of Miscellaneous Provisions

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

Appendix A
The Improvement Project

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

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

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

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2013
Summary

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

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2013
Summary

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

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2013
Summary

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R310666	103	1.66	$10,579	$0	$10,579	$815.36	$99.16	$914.52	$0.00	$0.00	$0.00	$815.36	$99.16	$914.52
R310667	104	1.66	$10,579	$0	$10,579	$815.36	$99.16	$914.52	$0.00	$0.00	$0.00	$815.36	$99.16	$914.52
R310668	105	1.66	$10,579	$0	$10,579	$815.36	$99.16	$914.52	$0.00	$0.00	$0.00	$815.36	$99.16	$914.52
R310669	106	1.66	$10,579	$0	$10,579	$815.36	$99.16	$914.52	$0.00	$0.00	$0.00	$815.36	$99.16	$914.52
R310670	107	1	$6,373	$0	$6,373	$491.18	$59.74	$550.92	$0.00	$0.00	$0.00	$491.18	$59.74	$550.92
R310671	108	1.66	$10,579	$0	$10,579	$815.36	$99.16	$914.52	$0.00	$0.00	$0.00	$815.36	$99.16	$914.52
R310672	109	1.66	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310673	110	1.66	$10,579	$0	$10,579	$815.36	$99.16	$914.52	$0.00	$0.00	$0.00	$815.36	$99.16	$914.52
R310674	111	1.66	$10,579	$0	$10,579	$815.36	$99.16	$914.52	$0.00	$0.00	$0.00	$815.36	$99.16	$914.52
R314854	112	1	$6,373	Prepaid	$6,373	$491.18	$59.74	$550.92	Prepaid	Prepaid	Prepaid	$491.18	$59.74	$550.92
R314855	113	1	$6,373	Prepaid	$6,373	$491.18	$59.74	$550.92	Prepaid	Prepaid	Prepaid	$491.18	$59.74	$550.92
R314856	114	1	$6,373	Prepaid	$6,373	$491.18	$59.74	$550.92	Prepaid	Prepaid	Prepaid	$491.18	$59.74	$550.92
R314857	115	1	$6,373	Prepaid	$6,373	$491.18	$59.74	$550.92	Prepaid	Prepaid	Prepaid	$491.18	$59.74	$550.92
R314858	116	1	$6,373	Prepaid	$6,373	$491.18	$59.74	$550.92	Prepaid	Prepaid	Prepaid	$491.18	$59.74	$550.92
R314859	117	1	$6,373	Prepaid	$6,373	$491.18	$59.74	$550.92	Prepaid	Prepaid	Prepaid	$491.18	$59.74	$550.92
R314860	118	1.66	$10,579	Prepaid	$10,579	$815.36	$99.16	$914.52	Prepaid	Prepaid	Prepaid	$815.36	$99.16	$914.52
R314861	119	1	$6,373	Prepaid	$6,373	$491.18	$59.74	$550.92	Prepaid	Prepaid	Prepaid	$491.18	$59.74	$550.92
R314862	120	1	$6,373	Prepaid	$6,373	$491.18	$59.74	$550.92	Prepaid	Prepaid	Prepaid	$491.18	$59.74	$550.92
R314863	121	1	$6,373	Prepaid	$6,373	$491.18	$59.74	$550.92	Prepaid	Prepaid	Prepaid	$491.18	$59.74	$550.92
R314864	122	1	$6,373	Prepaid	$6,373	$491.18	$59.74	$550.92	Prepaid	Prepaid	Prepaid	$491.18	$59.74	$550.92
R314865	123	2.29	$14,594	$14,840	$29,435	$1,124.80	$136.80	$1,261.60	$1,094.48	$250.00	$1,344.48	$2,219.28	$386.80	$2,606.08
R314866	124	1.66	$10,579	Prepaid	$10,579	$815.36	$99.16	$914.52	Prepaid	Prepaid	Prepaid	$815.36	$99.16	$914.52
R314867	125	1	$6,373	Prepaid	$6,373	$491.18	$59.74	$550.92	Prepaid	Prepaid	Prepaid	$491.18	$59.74	$550.92
R314868	126	1	$6,373	Prepaid	$6,373	$491.18	$59.74	$550.92	Prepaid	Prepaid	Prepaid	$491.18	$59.74	$550.92
R314869	127	1.66	$10,579	Prepaid	$10,579	$815.36	$99.16	$914.52	Prepaid	Prepaid	Prepaid	$815.36	$99.16	$914.52
R314870	128	1	$6,373	Prepaid	$6,373	$491.18	$59.74	$550.92	Prepaid	Prepaid	Prepaid	$491.18	$59.74	$550.92
R314871	129	1.66	$10,579	Prepaid	$10,579	$815.36	$99.16	$914.52	Prepaid	Prepaid	Prepaid	$815.36	$99.16	$914.52
R314872	130	2.29	$14,594	Prepaid	$14,594	$1,124.80	$136.80	$1,261.60	Prepaid	Prepaid	Prepaid	$1,124.80	$136.80	$1,261.60
R314873	131	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314874	132	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314875	133	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314876	134	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314877	135	1.66	$10,579	Prepaid	$10,579	$815.36	$99.16	$914.52	Prepaid	Prepaid	Prepaid	$815.36	$99.16	$914.52
R314878	136	1	$6,373	Prepaid	$6,373	$491.18	$59.74	$550.92	Prepaid	Prepaid	Prepaid	$491.18	$59.74	$550.92
R314879	137	1.66	$10,579	Prepaid	$10,579	$815.36	$99.16	$914.52	Prepaid	Prepaid	Prepaid	$815.36	$99.16	$914.52
R314880	138	1	$6,373	Prepaid	$6,373	$491.18	$59.74	$550.92	Prepaid	Prepaid	Prepaid	$491.18	$59.74	$550.92
R314881	139	1.66	$10,579	Prepaid	$10,579	$815.36	$99.16	$914.52	Prepaid	Prepaid	Prepaid	$815.36	$99.16	$914.52
R314882	140	2.29	$14,594	Prepaid	$14,594	$1,124.80	$136.80	$1,261.60	Prepaid	Prepaid	Prepaid	$1,124.80	$136.80	$1,261.60
R314883	141	1.66	$10,579	Prepaid	$10,579	$815.36	$99.16	$914.52	Prepaid	Prepaid	Prepaid	$815.36	$99.16	$914.52
R314884	142	1	$6,373	Prepaid	$6,373	$491.18	$59.74	$550.92	Prepaid	Prepaid	Prepaid	$491.18	$59.74	$550.92
R314885	143	1.66	$10,579	Prepaid	$10,579	$815.36	$99.16	$914.52	Prepaid	Prepaid	Prepaid	$815.36	$99.16	$914.52
R314886	144	1	$6,373	Prepaid	$6,373	$491.18	$59.74	$550.92	Prepaid	Prepaid	Prepaid	$491.18	$59.74	$550.92
R314887	145	1.66	$10,579	Prepaid	$10,579	$815.36	$99.16	$914.52	Prepaid	Prepaid	Prepaid	$815.36	$99.16	$914.52
R314888	146	2.29	$14,594	Prepaid	$14,594	$1,124.80	$136.80	$1,261.60	Prepaid	Prepaid	Prepaid	$1,124.80	$136.80	$1,261.60
R314889	147	1	$6,373	Prepaid	$6,373	$491.18	$59.74	$550.92	Prepaid	Prepaid	Prepaid	$491.18	$59.74	$550.92
R314890	148	1	$6,373	Prepaid	$6,373	$491.18	$59.74	$550.92	Prepaid	Prepaid	Prepaid	$491.18	$59.74	$550.92
R314891	149	1	$6,373	Prepaid	$6,373	$491.18	$59.74	$550.92	Prepaid	Prepaid	Prepaid	$491.18	$59.74	$550.92
R314892	150	1	$6,373	Prepaid	$6,373	$491.18	$59.74	$550.92	Prepaid	Prepaid	Prepaid	$491.18	$59.74	$550.92
R314893	151	1.66	$10,579	Prepaid	$10,579	$815.36	$99.16	$914.52	Prepaid	Prepaid	Prepaid	$815.36	$99.16	$914.52
R314924	152	1	$6,373	Prepaid	$6,373	$491.18	$59.74	$550.92	Prepaid	Prepaid	Prepaid	$491.18	$59.74	$550.92
R314894	153	1	$6,373	Prepaid	$6,373	$491.18	$59.74	$550.92	Prepaid	Prepaid	Prepaid	$491.18	$59.74	$550.92

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2013
Summary

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

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2013
Summary

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R318393	207	1.66	$10,616	Prepaid	$10,616	$818.21	$99.51	$917.72	Prepaid	Prepaid	Prepaid	$818.21	$99.51	$917.72
R318327	208	1.66	$10,616	Prepaid	$10,616	$818.21	$99.51	$917.72	Prepaid	Prepaid	Prepaid	$818.21	$99.51	$917.72
R318328	209	1.66	$10,616	Prepaid	$10,616	$818.21	$99.51	$917.72	Prepaid	Prepaid	Prepaid	$818.21	$99.51	$917.72
R318329	210	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318330	211	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318394	212	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318331	213	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318332	214	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318333	215	1.66	$10,616	Prepaid	$10,616	$818.21	$99.51	$917.72	Prepaid	Prepaid	Prepaid	$818.21	$99.51	$917.72
R318334	216	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318335	217	1.66	$10,616	Prepaid	$10,616	$818.21	$99.51	$917.72	Prepaid	Prepaid	Prepaid	$818.21	$99.51	$917.72
R318336	218	1.66	$10,616	Prepaid	$10,616	$818.21	$99.51	$917.72	Prepaid	Prepaid	Prepaid	$818.21	$99.51	$917.72
R318337	219	1.66	$10,616	Prepaid	$10,616	$818.21	$99.51	$917.72	Prepaid	Prepaid	Prepaid	$818.21	$99.51	$917.72
R318338	220	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318339	221	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318340	222	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318341	223	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318342	224	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318343	225	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318344	226	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318345	227	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318346	228	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318347	229	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318348	230	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318349	231	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318350	232	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318351	233	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318352	234	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318353	235	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318354	236	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318355	237	2.29	$14,645	Prepaid	$14,645	$1,128.73	$137.27	$1,266.00	Prepaid	Prepaid	Prepaid	$1,128.73	$137.27	$1,266.00
R318356	238	1.66	$10,616	Prepaid	$10,616	$818.21	$99.51	$917.72	Prepaid	Prepaid	Prepaid	$818.21	$99.51	$917.72
R318357	239	1.66	$10,616	Prepaid	$10,616	$818.21	$99.51	$917.72	Prepaid	Prepaid	Prepaid	$818.21	$99.51	$917.72
R318358	240	2.29	$14,645	Prepaid	$14,645	$1,128.73	$137.27	$1,266.00	Prepaid	Prepaid	Prepaid	$1,128.73	$137.27	$1,266.00
R318359	241	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318360	242	2.29	$14,645	Prepaid	$14,645	$1,128.73	$137.27	$1,266.00	Prepaid	Prepaid	Prepaid	$1,128.73	$137.27	$1,266.00
R318361	243	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318362	244	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318363	245	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318364	246	2.29	$14,645	Prepaid	$14,645	$1,128.73	$137.27	$1,266.00	Prepaid	Prepaid	Prepaid	$1,128.73	$137.27	$1,266.00
R318365	247	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318366	248	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318367	249	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318395	250	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318368	251	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318369	252	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318370	253	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318371	254	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318372	255	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318373	256	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318374	257	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2013
Summary

						Annual Installment Part A			Annual Installment Part B			Total		
Tax Reference No.	Lot No.	Equivalent Units	Assessments Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R318375	258	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318376	259	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318377	260	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318378	261	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318379	262	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318380	263	1.66	$10,616	Prepaid	$10,616	$818.21	$99.51	$917.72	Prepaid	Prepaid	Prepaid	$818.21	$99.51	$917.72
R318381	264	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318382	265	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318383	266	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318384	267	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318397	268	1.66	$10,616	Prepaid	$10,616	$818.21	$99.51	$917.72	Prepaid	Prepaid	Prepaid	$818.21	$99.51	$917.72
R318385	269	1.66	$10,616	Prepaid	$10,616	$818.21	$99.51	$917.72	Prepaid	Prepaid	Prepaid	$818.21	$99.51	$917.72
R318386	270	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318387	271	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318388	272	1.66	$10,616	Prepaid	$10,616	$818.21	$99.51	$917.72	Prepaid	Prepaid	Prepaid	$818.21	$99.51	$917.72
R318389	273	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318390	274	1.66	$10,616	Prepaid	$10,616	$818.21	$99.51	$917.72	Prepaid	Prepaid	Prepaid	$818.21	$99.51	$917.72
R318391	275	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318392	276	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
R318396	277	1	$6,395	Prepaid	$6,395	$492.90	$59.94	$552.84	Prepaid	Prepaid	Prepaid	$492.90	$59.94	$552.84
Total		342.52	$2,107,041	$14,840	$2,121,881	$162,394.45	$19,749.95	$182,144.40	$1,094.48	$250.00	$1,344.48	$163,488.93	$19,999.95	$183,488.88

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

Meeting Date: 09/26/2013

Information

Agenda Item

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

Item Summary

The ordinance amendment changes the speed limit along 114th Street from Indiana Avenue to Quaker Avenue from 30 miles per hour (MPH) to 50 MPH. Currently, this portion of 114th Street is not part of the ordinance since a roadway between Memphis Avenue and Indiana Avenue did not previously exist.

On 114th Street between Memphis Avenue and Indiana Avenue a new two-lane concrete roadway was constructed. After the construction was completed in May 2013, city staff conducted a speed zone study in June 2013. Speed study results showed that the 85%-tile speed was 51 MPH for eastbound traffic and 59 MPH for westbound traffic. For consistency with other mile segments of 114th Street, staff recommends a posted speed of 50 MPH. Currently, the ordinance speed limit for 114th Street from University Avenue to Indiana Avenue and from Quaker Avenue to Slide Road are 50 MPH.

Fiscal Impact

There is no fiscal impact.

Staff/Board Recommending

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

Attachments

Ordinance - Speed Limits

ORDINANCE NO _____

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

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

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

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

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

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

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
1	East 4th Street (FM40)	West Only	From East City Limits to 60ft West of Linden Ave.	50
2	East 4th Street (FM40)	West Only	From 60ft West of Linden Ave. to 0.2mi East of Idalou Rd (US62)	55
3	East 4th Street (FM40)	East Only	From 0.2mi East of Idalou Rd to the East City Limits	50
4	East 4th Street (FM40)	East & West	From 0.2mi East of Idalou Rd (US62) to Idalou Rd (US62)	40
5	East 4th Street	East & West	From Idalou Road to M L King, Jr. Blvd.	35
6	4th Street (FM 2255)	East & West	From Elgin Ave. to 0.20mi West of Indiana Ave.	50
7	4th Street (FM 2255)	East & West	From 0.20mi West of Indiana Ave. to 0.20mi West of Quaker Ave.	50
8	4th Street (FM 2255)	East & West	From 0.20mi West of Quaker Ave. to 0.10mi East of Toledo Ave.	50
9	4th Street (FM 2255)	East & West	From 0.10mi East of Toledo Ave. to West Loop 289	45
10	4th Street (FM 2255)	East & West	From West Loop 289 to 200ft West of Homestead Ave. (0.876mi)	45
11	4th Street (FM 2255)	East & West	From 200ft West of Homestead Ave. to Milwaukee Ave. (0.7mi)	50

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
12	4th Street (FM 2255)	East & West	From Milwaukee Ave. to 486' East of Quincy Ave. (0.408mi)	50
13	4th Street (FM 2255)	East & West	From 486ft East of Quincy to 0.292mi East of Inler Ave (FM 179){2.301mi}	60
14	4th Street (FM 2255)	East & West	From 0.292mi East of Inler Ave (FM 179) to 0.3mi East of Research Blvd. (Spur 309) (0.991mi)	55
15	4th Street (FM 2255)	East & West	From 0.30mi East of Research Blvd. (Spur 309) to Research Blvd. (Spur 309)	50
16	East 19th Street	East & West	From East City Limits to East Loop 289 Frontage Rd	35
17	East 19th Street	East & West	From East Loop 289 Frontage Rd to Guava Ave.	40
18	East 19th Street	East & West	From Guava Ave. to Spruce Ave.	30
19	East 19th Street (US62 / SH114)	West Only	From M L King, Jr. Blvd. to Canyon Lake Drive	45
20	East 19th Street (US62 / SH114)	West Only	From Canyon Lake Drive to 80ft West of Birch Ave.	50
21	East 19th Street (US62 / SH114)	West Only	From 80ft West of Birch Ave. to Avenue A	35
22	East 19th Street (US62 / SH114)	East Only	From Avenue A to Weber Drive	35
23	East 19th Street (US62 / SH114)	East & West	From Weber Drive to M L King, Jr. Blvd.	50
24	East 19th Street (US62 / SH114)	East & West	From Avenue A to University Ave.	35
25	East 19th Street (US62 / SH114)	East & West	From University Ave. to Canton Ave.	35
26	East 19th Street (US62 / SH114)	West Only	From Canton Ave. to Gary Ave.	40
27	East 19th Street (US62 / SH114)	West Only	Gary Ave. to Orlando Ave.	45
28	East 19th Street (US62 / SH114)	East Only	From Marsha Sharp Frwy (US82) to Canton Ave.	40
29	19th Street (SH 114)	East & West	From Orlando Ave. to West Loop 289	45
30	19th Street (SH114)	East & West	From West Loop 289 to Juneau Ave.	50
31	19th Street (SH114)	East & West	From Juneau Ave. to Yuma Ave.	55
32	19th Street (SH114)	East & West	From Yuma Ave. to West City Limits	60
33	21st Street	East & West	From Joliet Ave. to Louisville Ave.	20

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
34	29th Drive	East & West	From 34th St. to Marsha Sharp Freeway (US 62/82)	35
35	29th Drive	East & West	From Marsha Sharp Freeway (US 62/82) to Slide Rd	35
36	29th Street	East & West	From Slide Road to Chicago Ave.	35
37	East 34th Street	East & West	From M L King, Jr. Blvd. to Avenue A	40
38	34th Street	East & West	From Avenue A to Avenue G	40
39	34th Street	West Only	From Avenue G to Avenue J	40
40	34th Street	East Only	From Avenue J to Avenue G	35
41	34th Street	East & West	From Slide Road to 160ft West of Englewood Ave.	35
42	34th Street	East & West	From Avenue J to Slide Road	35
43	34th Street	East & West	From 160ft West of Englewood Ave. to 930ft West of West Loop 289	40
44	34th Street	East & West	From 930ft West of West Loop 289 to the West City Limits	50
45	East 40th Street	East & West	From M L King, Jr. Blvd. to Avenue A	35
46	East 50th Street (FM 835)	West Only	From the East City Limits to East Loop 289	60
47	East 50th Street (FM 835)	West Only	From East Loop 289 to 0.15mi East of Guava Ave.	55
48	East 50th Street (FM 835)	East Only	From 0.15mi East of Guava Ave. to the East City Limits	55
49	East 50th Street (FM 835)	East & West	From 0.15mi East of Guava Ave. to Southeast Drive (Spur 331)	45
50	East 50th Street (FM 835)	East & West	From Southeast Drive (Spur331) to Avenue A	45
51	50th Street (FM 835)	East & West	From Avenue A to Interstate-27	40
52	50th Street	East & West	From Interstate-27 to Slide Road	40
53	50th Street	East & West	From Slide Road to West Loop 289 Frontage Road	40
54	East 66th Street	East & West	From M L King, Jr, Blvd. to East Slaton Road (US 84)	45
55	66th Street	East & West	From East Slaton Road (US 84) to Interstate-27 Frontage Road	45
56	66th Street	East & West	From Interstate-27 Frontage Road to University Ave.	35
57	66th Street	East & West	From University Ave. to Indiana Ave.	35
58	66th Street	East & West	From Frankford Ave. to Marsha Sharp Frwy (US 62/82)	45
59	74th Street	East & West	From University Ave. to Elgin Ave.	35
60	74th Street	East & West	From Quaker Ave. to Utica Ave.	35

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
61	East 82nd Street	East & West	From M L King, Jr. Blvd. to Interstate-27	50
62	82nd Street	East & West	From Interstate-27 to University Ave.	50
63	82nd Street	East & West	From University Ave. to Frankford Ave.	45
64	82nd Street	East & West	From Frankford Ave. to the West City Limits	50
65	98th Street	East & West	From the East City Limits to University Ave.	45
66	98th Street	East & West	From University Ave. to Nashville Ave.	50
67	98th Street	East & West	From Nashville Ave. to Savannah Ave.	40
68	98th Street	East & West	From Savannah Ave. to Slide Rd. (FM 1730)	50
69	98th Street	East & West	From Slide Road (FM 1730) to Frankford Ave.	50
70	98th Street	East & West	From Frankford Ave. to the West City Limits	40
71	114th Street	East & West	From University Ave. to Slide Rd (FM 1730)	50
72	114th Street	East & West	From Slide Road (FM 1730) to Upland Ave.	55
73	130th Street (FM 1585)	East & West	From 0.41mi East of Indiana Ave. to 0.125mi West of Slide Rd (FM 1730)	60
74	130th Street (FM 1585)	East & West	From 0.125mi West of Frankford Ave to 0.322mi West of Frankford Ave	60
75	130th Street (FM 1585)	East & West	From 0.322mi West of Frankford Ave to 380ft West of Alcove Ave	65
76	Alcove Avenue	North & South	From the North City Limits to 82nd St.	55
77	Alcove Avenue	North & South	From 82nd St. to 98th St.	40
78	Alcove Avenue	North & South	From 98th St. to the South City Limits	55
79	North Ash Avenue	North & South	From Interstate-27 Frontage Rd to Ursuline St.	40
80	North Ash Avenue	North & South	From Ursuline St to North Loop 289	35
81	North Ash Avenue	South Only	From North Loop 289 to Erskine St.	40
82	North Ash Avenue	South Only	From Erskine St. to Municipal Drive	35
83	North Ash Avenue	North Only	From Municipal Drive to North Loop 289	40
84	Avenue A	South Only	From Marsh Sharp Frwy (US 82) to 264ft South of 23rd St.	35
85	Avenue A	South Only	From 264ft South of 23rd St. to 70ft South of 51st St.	40
86	Avenue A South Drive	South Only	From 70ft South of 51st St. to 85ft South of 61st St.	50
87	Avenue A South Drive	South Only	From 85ft South of 61st St. to Interstate-27 Frontage Road	45

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
88	Avenue A South Drive	North Only	From Interstate-27 Frontage Road to 174ft North of East 61st St.	45
89	Avenue A South Drive	North Only	From 174ft North of East 61st St. to 0.15mi South of East 50th St. (FM 835)	50
90	Avenue A	North Only	From 0.15mi South of East 50th St. (FM 835) to 0.20mi North of East 34th St.	40
91	Avenue A	North Only	From 0.20mi North of East 34th St. to East 30th St.	35
92	Avenue A	North Only	From East 30th St. to 370ft South of East 19th St. (US 62)	40
93	Avenue A	North Only	From 370ft South of East 19th St. (US 62) to East 8th St.	35
94	Avenue A	North Only	From East 8th St. to Marsha Sharp Frwy (US 82)	40
95	Avenue D	North & South	From 40th St. to 42nd St.	20
96	Avenue L	North & South	From 34th St. to 50th St.	35
97	Avenue P	North & South	From South Loop 289 Frontage Rd to 82nd St.	30
98	Avenue P	North & South	From 82nd St. to 84th St.	35
99	Avenue P	North & South	From 84th St. to the South City Limits	50
100	Avenue Q North Drive (Spur 326)	South Only	From Interstate-27 Frontage Rd to 90ft South of Grinnell St.	50
101	Avenue Q North Drive (Spur 326)	South Only	From 90ft South of Grinnell St. to 0.16mi South of Erskine St.	45
102	Avenue Q North Drive (Spur 326)	South Only	From 0.16mi South of Erskine St. to Clovis Rd (US 84)	55
103	Avenue Q North Drive (Spur 326)	North Only	From Clovis Rd (US 84) to 230ft North of 1st St.	45
104	Avenue Q North Drive (Spur 326)	North Only	From 230ft North of 1st St. to 0.12mi South of Erskine St	55
105	Avenue Q North Drive (Spur 326)	North Only	From 0.12mi South of Erskine St to Interstate-27 (SB) Frontage Rd	45
106	Avenue Q (US 84)	North & South	From Clovis Rd (US84) to Marsha Sharp Frwy (US 82)	35
107	Avenue Q (US 84)	North & South	From Marsha Sharp Frwy (US 82) to 23rd St.	35
108	Avenue Q (US 84)	North & South	From 23rd St. to 50th St.	45
109	Avenue Q South Drive (US 84)	Southeast & Northwest	From 50th St. to 54th St.	40
110	Avenue Q South Drive (US 84)	Southeast & Northwest	From 54th St. to 58th St.	45

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
111	Avenue Q South Drive Main Lanes (US 84)	Southeast & Northwest	From 58th St. to 0.257mi Southeast of 58th St.	50
112	Avenue Q South Drive Main Lanes (US 84)	Southeast & Northwest	From 0.257mi Southeast of 58th St. to Interstate-27	55
113	Avenue Q South Drive / Slaton Hwy Frontage Rd (US 84)	Northwest	From 200ft Southwest of Ash Ave. to 58th St.	45
114	Avenue Q South Drive / Slaton Hwy Frontage Rd (US 84)	Southeast	From 58th St. to 600ft Southeast of Ash Ave.	45
115	East Broadway	East & West	From Idalou Road (US 62) to Avenue A (US 87B)	45
116	Broadway	East & West	From Avenue Q (US 84) to University Ave.	35
117	Buddy Holly Avenue	North & South	From North Interstate-27 (Frontage Rd) to Marsha Sharp Freeway (US 82)	40
118	Buddy Holly Avenue	North Only	From Marsha Sharp Freeway (US 82) to Broadway	35
119	Buddy Holly Avenue	North & South	From Broadway to Interstate-27 (North Frontage Rd)	35
120	Clovis Road (US 84)	Southeast & Northwest	From Avenue Q to Avenue S	35
121	Clovis Road (US 84)	Southeast & Northwest	From Avenue S to North Vernon Ave.	40
122	Clovis Road (US 84)	Southeast & Northwest	From North Vernon Ave. to Erskine Ave.	45
123	Clovis Road (US84)	Southeast & Northwest	From Erskine St. to North Loop 289	50
124	Clovis Road (US 84)	Southeast & Northwest	From North Loop 289 to the West City Limits	60
125	Clovis Road Frontage Road	Southeast & Northwest	From North Loop 289 to the West City Limits	35
126	Elm Avenue	North & South	From East 50th St. (FM 835) to East 66th St.	40
127	Erskine Street	East & West	From North Ash Ave. to Interstate-27	35
128	Erskine Street	East & West	From Interstate-27 to North Avenue Q Drive (Spur 326)	45
129	Erskine Street	East & West	From North Avenue Q Dr (Spur 326) to North University Ave. (FM 1264)	50
130	Erskine Street	East & West	From 100ft West of North Knoxville Ave. to North Texas Tech Parkway	50
131	Erskine Street	East & West	From North Indiana Ave. to 100ft West of North Knoxville Ave.	40

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
132	Erskine Street	East & West	From North Loop 289 to North Frankford Ave. (FM 2528)	45
133	Erskine Street	East & West	From North Frankford Ave.(FM 2528) to North Milwaukee Ave.	55
134	North Frankford Avenue (FM 2528)	North & South	From North City Limits to Princeton St.	60
135	North Frankford Avenue (FM 2528)	North & South	From Princeton St. to Cornell St.	55
136	North Frankford Avenue (FM 2528)	North & South	From Cornell St. to 3rd St.	50
137	Frankford Avenue (FM 2528)	North & South	From 3rd St. to West Loop 289	45
138	Frankford Avenue	North & South	From West Loop 289 to 19th St.	40
139	Frankford Avenue	North & South	From 19th St. (SH 114) to 41st St.	40
140	Frankford Avenue	North & South	From West Loop 289 to 500ft North of Spur 327	45
141	Frankford Avenue	South Only	From 500ft North of Spur 327 to Spur 327	35
142	Frankford Avenue	North Only	From Spur 327 to 500ft North of Spur 327	45
143	Frankford Avenue	South Only	From Spur 327 to 500ft South of Spur 327	45
144	Frankford Avenue	North Only	From 500ft South of Spur 327 to Spur 327	35
145	Frankford Avenue	North & South	From 500ft South of Spur 327 to 98th St.	45
146	Frankford Avenue	North & South	From 98th St. to the South City Limits	55
147	Idalou Road (US 62/82+SH114)	Southwest Only	From the East City Limits to 100ft Northeast of East Dartmouth Ave.	65
148	Idalou Road (US 62/82+SH114)	Southwest Only	From 100ft Northeast of East Dartmouth Ave. to 300ft Northeast of East Baylor Ave.	60
149	Idalou Road (US 62/82+SH114)	Southwest Only	From 300ft Northeast of East Baylor Ave. to East 3rd St.	55
150	Idalou Road (US 62 / SH114)	Southwest Only	From E 3rd St. to 0.128mi Southwest of East Broadway	40
151	Idalou Road (US 62 / SH114)	Southwest Only	From 0.128mi Southwest of East Broadway to M.L. King, Jr. Blvd.	45
152	Idalou Road (US 62 / SH114)	Northeast Only	From M L King, Jr. Blvd. to 100ft Northeast of Spruce Ave.	50
153	Idalou Road (US 62 / SH114)	Northeast Only	From 100ft Northeast of Spruce Ave. to 0.128mi Southwest of East Broadway	45
154	Idalou Road (US 62 / SH114)	Northeast Only	From 0.128mi Southwest of East Broadway to 128ft Northeast of East 4th St. (FM 40)	40
155	Idalou Road (US 62 / SH114)	Northeast Only	From 128ft Northeast of East 4th St. (FM 40) to 0.42mi Southwest of Parkway Drive overpass	45

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
156	Idalou Road (US 62 / SH114)	Northeast Only	From 0.42mi Southwest of the Parkway Drive overpass to 200ft Northeast of East Baylor Ave.	55
157	Idalou Road (US 62/82+SH114)	Northeast Only	From 200ft Northeast of East Baylor Ave. to 100ft Northeast of East Dartmouth Ave.	60
158	Idalou Road (US 62/82+SH114)	Northeast Only	From 100ft Northeast of East Dartmouth Ave. to the East City Limits	65
159	Idalou Road North Frontage Road	Southwest Only	From North Niter St. to East Colgate St.	40
160	Idalou Road North Frontage Road	Southwest Only	From East Colgate St. to Loop 289 Frontage Road	50
161	Idalou Road North Frontage Road	Southwest Only	From Loop 289 Frontage Road to Parkway Drive Frontage	50
162	Idalou Road South Frontage Road	Northeast Only	From East 2nd St. to 190ft Northeast of East Colgate St.	45
163	Idalou Road South Frontage Road	Northeast Only	From 190ft Northeast of East Colgate St. to 133ft Northeast of North Niter Ave.	40
164	Idalou Road South Frontage Road	Northeast Only	From 133ft Northeast of North Niter Ave. to 1.0 mi Southwest of the East City Limits	35
165	North Indiana Avenue	North & South	From Clovis Road (US 84) to 1st St.	45
166	Indiana Avenue	North & South	From 1st St. to 4th St. (FM 2255)	45
167	Indiana Avenue	North & South	From 19th St. (SH 62) to 34th St.	40
168	Indiana Avenue	North & South	From 34th St. to 50th St.	40
169	Indiana Avenue	North & South	From 50th St. to South Loop 289	40
170	Indiana Avenue	North & South	From South Loop 289 to 82nd St.	45
171	Indiana Avenue	North & South	From 82nd St. to 114th St,	45
172	Indiana Avenue	North & South	From 114th St. to the South City Limits	50
173	Inler Avenue (FM 179)	North & South	From North City Limits to 0.664mi North of 34th St. (1.462mi)	50
174	Inler Avenue (FM 179)	North & South	From 0.664mi North of 34th St to the South City Limits (0.789mi)	60
175	Interstate 27 Main Lanes	South Only	From the North City Limits to the South City Limits	65
176	Interstate 27 Main Lanes	North Only	From the North City Limits to the South City Limits	65
177	Interstate 27 Frontage Rd	South Only	From North City Limits to 554 ft South of Country Club Dr	55
178	Interstate 27 Frontage Rd	South Only	From 554ft South of Country Club Dr to Marsha Sharp Freeway (US 82)	50
179	Interstate 27 Frontage Rd	South Only	From 13th St. To 550ft South of 19th St. (US 62)	45
180	Interstate 27 Frontage Rd	South Only	From 550ft South of 19th St. (US 62) to 170ft North of 32nd St.	50

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
181	Interstate 27 Frontage Rd	South Only	From 170ft North of 32nd St. to 211ft South of 66th St.	45
182	Interstate 27 Frontage Rd	South Only	From 211ft South of 66th St. to 77th St.	55
183	Interstate 27 Frontage Rd	South Only	From 77th St. to South City Limits	45
184	Interstate 27 Frontage Rd	North Only	From South City Limits To 77th St.	45
185	Interstate 27 Frontage Rd	North Only	From 77th St. to 211ft South of 66th St.	50
186	Interstate 27 Frontage Rd	North Only	From 211ft South of 66th St. to 550ft South of 19th St. (US 62)	45
187	Interstate 27 Frontage Rd	North Only	From 550ft South of 19th St. (US 62) to 13th St.	40
188	Interstate 27 Frontage Rd	North Only	From Marsha Sharp Freeway (US 82) to 554ft South of Country Club Dr	50
189	Interstate 27 Frontage Rd	North Only	From 554ft South of Country Club Dr to North City Limits	55
190	East Kent Street (FM 2641)	East & West	From the East City Limits to North Guava Ave.	55
191	East Kent Street	East & West	From FM 2641 to M L King, Jr. Blvd.	45
192	East Kent Street	East & West	From M L King, Jr. Blvd. to Interstate-27	40
193	Kent Street	East & West	From Mesa Road to North University Ave. (FM 1264)	45
194	Loop 289 Main Lanes	Clockwise & Counter-Clockwise	From 600ft East of Interstate-27 to 0.5Mi North of 34th St.	60
195	Loop 289 Main Lanes	Clockwise & Counter-Clockwise	From 0.5Mi North of 34th St. to 600ft East of Interstate-27	65
196	Loop 289 Frontage Road	Counter-Clockwise	From Idalou Road (US 62/82) to 0.230mi Northwest of Idalou Road (US 62/82)	45
197	Loop 289 Frontage Road	Counter-Clockwise	From .0230mi Northwest of Idalou Road (US 62/82) to Municipal Drive	50
198	Loop 289 Frontage Road	Counter-Clockwise	From Municipal Drive to M L King, Jr. Blvd.	40
199	Loop 289 Frontage Road	Counter-Clockwise	From M L King, Jr. Blvd. to North Avenue N	50
200	Loop 289 Frontage Road	Counter-Clockwise	From North Avenue N to the Santa Fe Railway overpass and thru the Turnaround	40
201	Loop 289 Frontage Road	Counter-Clockwise	From Santa Fe Railway overpass to 1.818mi West of the Santa Fe Railway overpass	50
202	Loop 289 Frontage Road	Counter-Clockwise	From 1.818mi West of the Santa Fe Railroad overpass West 0.200mi. to Landmark Lane	45

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
203	Loop 289 Frontage Road	Counter-Clockwise	From Clovis Rd (US 84) Southwesterly a distance of 0.3mi	45
204	Loop 289 Frontage Road	Counter-Clockwise	From 0.300mi Southwest of Clovis Rd (US84) Southwest 0.495mi	55
205	Loop 289 Frontage Road	Counter-Clockwise	From 0.795mi Southwest of Clovis Rd (US84 to North Quaker Ave.	45
206	Loop 289 Frontage Road	Counter-Clockwise	From North Quaker Ave. to 0.200mi Southwest of North Quaker Ave.	45
207	Loop 289 Frontage Road	Counter-Clockwise	From 0.200mi Southwest of North Quaker Ave. Southwesterly (1.394mi) to 0.261mi Northeast of 4th St. (FM 2255)	55
208	Loop 289 Frontage Road	Counter-Clockwise	From 0.261mi Northeast of 4th St. (FM 2255) to 4th St. (FM 2255)	45
209	Loop 289 Frontage Road	Counter-Clockwise	From 4th St. (FM 2255) to 0.25mi Southwest of 4th St. (FM 2255)	45
210	Loop 289 Frontage Road	Counter-Clockwise	From 0.25mi Southwest of 4th St. (FM 2255) Southwesterly a distance of 0.923mi	55
211	Loop 289 Frontage Road	Counter-Clockwise	From 1.173mi Southwest of 4th St. (FM 2255) to 19th St. (SH 114)	45
212	Loop 289 Frontage Road	Counter-Clockwise	From 19th St. (SH 114) to 0.35mi South of 19th St. (SH 114)	40
213	Loop 289 Frontage Road	Counter-Clockwise	From 0.350mi South of 19th St. (SH 114) South a distance of 0.515mi	55
214	Loop 289 Frontage Road	Counter-Clockwise	From 0.865mi South of 19th St. (SH 114) to 34th St.	45
215	Loop 289 Frontage Road	Counter-Clockwise	From 34th St. to the Marsha Sharp Freeway (US 62/82)	45
216	Loop 289 Frontage Road	Counter-Clockwise	From the Marsha Sharp Freeway (US 62/82) to 50th St.	45
217	Loop 289 Frontage Road	Counter-Clockwise	From 50th St. to 0.35mi East of University Ave.	50
218	Loop 289 Frontage Road	Counter-Clockwise	From 0.350mi East of University Ave. to 0.060mi North of East 4th St. (FM 40)	55
219	Loop 289 Frontage Road	Counter-Clockwise	From 0.060mi North of East 4th St. (FM 40) to Idalou Road (US 62/82)	50
220	Loop 289 Frontage Road	West to North	Loop 289 Frontage Rd Exit to Northbound Interstate-27 Frontage Rd	55
221	Loop 289 Frontage Road	North to East	From US 87 Frontage Rd Exit to Eastbound Loop 289 Frontage Rd	40
222	Loop 289 Frontage Road	South Only	From 0.2mi SE of Loop 289 Frontage Exit to Southbound US 87 Frontage Rd	40
223	Loop 289 Frontage Road	East to South	From Loop 289 Frontage Rd Exit to US 87 a distance of 0.2 mi	55

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
224	Loop 289 Frontage Road	South to West	From Southbound Interstate-27 Frontage Rd Exit to Westbound South Loop 289 Frontage Rd	40
225	Loop 289 Frontage Road	Clockwise	From Idalou Road (US62/82) to 0.06mi North of East 4th St. (FM40)	50
226	Loop 289 Frontage Road	Clockwise	From 0.06mi North of East 4th St. to 0.35mi East of University Ave.	55
227	Loop 289 Frontage Road	Clockwise	From 0.35mi East of University Ave. to 50th St.	50
228	Loop 289 Frontage Road	Clockwise	From 50th St. to the Marsha Sharp Freeway (US62/82)	45
229	Loop 289 Frontage Road	Clockwise	From the Marsha Sharp Freeway (US62/82) to 34th St.	45
230	Loop 289 Frontage Road	Clockwise	From 34th St. Northerly a distance of 0.29mi	45
231	Loop 289 Frontage Road	Clockwise	From 0.29mi North of 34th St. Northerly a distance of 0.466mi	55
232	Loop 289 Frontage Road	Clockwise	From 0.756mi North of 34th St. to 19th St. (SH 114)	45
233	Loop 289 Frontage Road	Clockwise	From 19th St. (SH 114) to 0.25mi Northeast of 19th St. (SH 114)	45
234	Loop 289 Frontage Road	Clockwise	From 0.250mi Northeast of 19th St. (SH 114) Northeasterly a distance of 0.996mi	55
235	Loop 289 Frontage Road	Clockwise	From 1.216mi Northeast of 19th St. (SH 114) to 4th St. (FM 2255)	45
236	Loop 289 Frontage Road	Clockwise	From 4th St. (FM 2255) Northeasterly a distance of 0.167mi	45
237	Loop 289 Frontage Road	Clockwise	From 0.167mi Northeast of 4th St. (FM 2255) Northeasterly (1.227mi) to 0.334mi Southwest of North Quaker Ave.	55
238	Loop 289 Frontage Road	Clockwise	From 0.334mi Southwest of North Quaker Ave. to North Quaker Ave.	45
239	Loop 289 Frontage Road	Clockwise	From North Quaker Ave. Northeasterly a distance of 0.200mi	45
240	Loop 289 Frontage Road	Clockwise	From 0.200mi Northeast of North Quaker Ave. Northeasterly a distance of 0.530mi	55
241	Loop 289 Frontage Road	Clockwise	From 0.730mi Northeast of North Quaker Ave. to Clovis Road (US84)	45
242	Loop 289 Frontage Road	Clockwise	From Landmark Lane to 0.250mi East of Landmark Lane	45
243	Loop 289 Frontage Road	Clockwise	From 0.250mi East of Landmark Lane East 1.6mi to 385ft West of North Avenue S	50
244	Loop 289 Frontage Road	Clockwise	From 385ft West of North Avenue S Easterly to the Santa Fe Railway overpass thru the turnaround	35

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
245	Loop 289 Frontage Road	Clockwise	From the Santa Fe Railway overpass Easterly to North Avenue N	40
246	Loop 289 Frontage Road	Clockwise	From North Avenue N East to North Interstate-27	50
247	Loop 289 Frontage Road	Clockwise	From North Interstate 27 to North Globe Ave.	40
248	Loop 289 Frontage Road	Clockwise	From North Globe Ave. Southeasterly a distance of 2.306mi	50
249	Loop 289 Frontage Road	Clockwise	From 2.306mi Southeasterly from North Globe Ave. to Idalou Road (US 62/82)	45
250	Main Street	East & West	From Avenue Q to University Ave.	35
251	Marsha Sharp Freeway Main Lanes (US 82)	East & West	From Parkway Drive Bridge (East Side) to 500ft East of IH-27 NB Frontage Road	55
252	Marsha Sharp Freeway Main Lanes (US 82)	East & West	From 500ft East of IH-27 NB Frontage Road to University Ave.	65
253	Marsha Sharp Freeway Main Lanes (US 82)	Northeast & Southwest	From University Ave. to 0.592mi West of West Loop 289	65
254	Marsha Sharp Freeway (US 62/82)	Northeast & Southwest	From 0.592mi West of West Loop 289 to 0.226mi Southwest of Upland Ave	60
255	Marsha Sharp Freeway (US 62/82)	Northeast & Southwest	From 0.226mi Southwest of Upland Ave. to the Southwest City Limits	65
256	Marsha Sharp Freeway Frontage Road (US 82)	West Only	From 0.32 mi East of IH-27 NB Frontage Rd to Buddy Holly Ave	45
257	Marsha Sharp Freeway Frontage Road (US 82)	East Only	From Buddy Holly Ave to 0.40mi East of IH-27 NB Frontage Rd	45
258	Marsha Sharp Freeway Frontage Road (US 82)	East & West	From Buddy Holly Ave to Avenue L	45
259	Marsha Sharp Freeway Frontage Road (US 82)	West Only	From Avenue L to Avenue Q (US 84)	45
260	Marsha Sharp Freeway Frontage Road (US 82)	East Only	From Avenue Q (US 84) to Ave L	45
261	Marsha Sharp Freeway Frontage Road (US 82)	West Only	From Avenue Q (US 84) to University Ave	45
262	Marsha Sharp Freeway Frontage Road (US 82)	East Only	University Ave to Avenue Q (US 84)	45

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
263	Marsha Sharp Freeway Frontage Road (US 82)	West Only	From University Ave to Detroit Ave	45
264	Marsha Sharp Freeway Frontage Road (US 82)	West Only	From Exit Ramp West of University to 4th St (FM 2255) @ Elgin Ave	45
265	Marsha Sharp Freeway Frontage Road (US 82)	Northeast Only	From Drive of Champions to University Ave	45
266	Marsha Sharp Freeway Frontage Road (US 62 / 82)	Southwest Only	From SB Exit Ramp/Texas Tech Parkway to Orlando Ave.	45
267	Marsha Sharp Freeway Frontage Road (US 62 / 82)	Northeast Only	From NB Exit Ramp/Texas Tech Parkway to On Ramp NE of TTParkway	45
268	Marsha Sharp Freeway Frontage Road (US 62 / 82)	Southwest Only	From 19th St. (SH 114) to Chicago Ave.	45
269	Marsha Sharp Freeway Frontage Road (US 62 / 82)	Northeast Only	From Chicago Ave to 19th Street (SH 114)	45
270	Marsha Sharp Freeway Frontage Road (US 62 / 82)	Southwest Only	From Chicago Ave. to 0.5mi West of West Loop 289	50
271	Marsha Sharp Freeway Frontage Road (US 62 / 82)	Northeast Only	From 0.5mi West of West Loop 289 to Chicago Ave.	50
272	North M. L. King, Jr. Boulevard (LIA Terminal Access)	North Only	From E Bluefield St. (Station 0+00) Northerly 2160ft to Station 21+60 (0.409mi)	40
273	North M. L. King, Jr. Boulevard (LIA Terminal Access)	Counter-Clockwise	From 2160ft North of Bluefield St. (Station 21+60) Westerly 775ft to Station 29+35 (0.147mi)	20
274	North M. L. King, Jr. Boulevard (LIA Terminal Access)	Counter-Clockwise	From Station 29+35 Westerly, Southerly & Easterly 1309Ft. to Station 42+42 (0.248mi)	10
275	North M. L. King, Jr. Boulevard (LIA Terminal Access)	Counter-Clockwise	From Station 42+42 Westerly/ Southerly 1000Ft to Station 52+52 (0.189mi)	20
276	North M. L. King, Jr. Boulevard (LIA Terminal Access)	South Only	From Station 52+52 South to E Bluefield St. (Station 0+00) (0.214mi)	40
277	North M. L. King, Jr. Boulevard	North & South	From East Bluefield St. to East Regis St. (FM 2641)	50
278	North M. L. King, Jr. Boulevard	North & South	From East Regis St. (FM 2641) to East Ursuline St.	50

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
279	North M. L. King, Jr. Boulevard	North & South	From East Ursuline St. to North Loop 289	45
280	North M. L. King, Jr. Boulevard	South Only	From North Loop 289 to East 2nd St.	40
281	M. L. King, Jr. Boulevard	South Only	From East 2nd St. to 0.181mi South of Parkway Drive (US 82)	35
282	M. L. King, Jr. Boulevard	South Only	From 0.181mi South of Parkway Drive (US 82) to 0.065mi South of East 50th St.	40
283	M. L. King, Jr. Boulevard	South Only	From 0.065mi South of East 50th St. to East Slaton Road (US 84)	50
284	M. L. King, Jr. Boulevard	North Only	From East Slaton Road (US 84) to 0.070mi North of East 50th St.	50
285	M. L. King, Jr. Boulevard	North Only	From 0.070mi North of East 50th St. to North Loop 289	40
286	M. L. King, Jr. Boulevard	North & South	From East Slaton Hwy (US 84) to the South City Limits	45
287	North Milwaukee Avenue	North & South	From the North City Limits to Erskine St.	55
288	North Milwaukee Avenue	North & South	From Erskine St. to 1st St.	45
289	Milwaukee Avenue	North & South	From 1st St. to 4th St. (FM 2255)	45
290	Milwaukee Avenue	North & South	From 4th St. (FM 2255) to 19th St. (SH 114)	50
291	Milwaukee Avenue	North & South	From 19th St. (SH 114) to 34th St.	50
292	Milwaukee Avenue	North & South	From 34th St. to 50th St,	50
293	Milwaukee Avenue	North & South	From 50th St. to 66th St.	45
294	Milwaukee Avenue	North & South	From 66th St. to 93rd St.	50
295	Milwaukee Avenue	North & South	From 93rd St. to South City Limits	45
296	Municipal Drive	Northeast & Southwest	From North Guava Ave. to Northeast Loop 289	45
297	Municipal Drive	Northeast & Southwest	From Northeast Loop 289 to Interstate-27	35
298	Parkway Drive Entrance (US 82)	West Only	From Idalou Rd (US 62/82) to Parkway Drive (US 82)	50
299	Parkway Drive Exit (US 82)	East Only	From Parkway Drive (US 82) to Idalou Road (US 62/82)	50
300	Parkway Drive Main Lanes (US 82)	East & West	From Idalou Road (US 62/82) to North Guava Ave.	55
301	Parkway Drive (US 82)	Northeast & Southwest	From Guava Ave. to Parkway Drive Bridge (East Side)	45
302	North Quaker Avenue	North & South	From the North City Limits to 300ft South of Kemper St.	50

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
303	North Quaker Avenue	North & South	From 300Ft South of Kemper St. to North Loop 289 Frontage Rd	35
304	North Quaker Avenue	North & South	From Texas Tech Pkwy South a distance of 0.147mi	35
305	North Quaker Avenue / Quaker Avenue	North & South	From 0.147mi South of Texas Tech Parkway to 4th St. (FM 2255)	50
306	Quaker Avenue	North & South	From 4th St. (FM2255) to 19th St. (SH 114)	45
307	Quaker Avenue	North & South	From 19th St. to Marsha Sharp Frwy (US 62/82)	35
308	Quaker Avenue	North & South	From Marsha Sharp Frwy (US 62/82) to 61st St.	40
309	Quaker Avenue	North & South	From 61st St. to South Loop 289	35
310	Quaker Avenue	North & South	From South Loop 289 to 76th St.	40
311	Quaker Avenue	North & South	From 76th St. to 82nd St.	45
312	Quaker Avenue	North & South	From 82nd St. to 93rd St.	45
313	Quaker Avenue	North & South	From 93rd St. to 98th St.	40
314	Quaker Avenue	North & South	From 98th St. to 102nd St.	40
315	Quaker Avenue	North & South	From 102nd St. to the South City Limits	50
316	East Regis Street (FM 2641)	East & West	From North Guava Ave. to M L King, Jr. Blvd.	55
317	East Regis Street (FM 2641)	West Only	From M L King, Jr. Blvd. to 0.727mi East of Interstate-27	55
318	East Regis Street (FM 2641)	East Only	From M L King, Jr. Blvd. to 0.727mi East of Interstate-27	45
319	East Regis Street (FM 2641)	East & West	From 0.527mi West of M L King, Jr. Blvd. to 0.2mi East of Interstate-27	55
320	Regis Street (FM 2641)	East & West	From 0.2mi East of Interstate-27 to 0.155mi West of Interstate-27	45
321	Regis Street (FM 2641)	East & West	From 0.155mi West of Interstate-27 to the West City Limits	55
322	Research Boulevard (Spur 309)	North & South	From 4th St. (FM 2255) South a distance of 0.20mi	50
323	Research Boulevard (Spur 309)	North & South	From 0.20mi South of 4th St. (FM 2255) South a distance of 0.6mi	55
324	Research Boulevard (Spur 309)	North & South	From 0.80mi South of 4th St. (FM 2255) to 19th St. (SH 114)	50
325	Research Boulevard	North & South	From 19th St. (SH 114) to the South City Limits	50
326	East Slaton Road Main Lanes (US 84)	East & West	From Interstate-27 to 0.32mi Southeast of Loop 289	55

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
327	East Slaton Road (US 84)	Northeast Only	From 0.32mi Southeast of Loop 289 Southeasterly a distance of 1.22mi	60
328	East Slaton Road (US 84)	Southeast & Northwest	From 1.54mi Southeast of Loop 289 to the Southeast City Limits	65
329	North Slide Road	North & South	From 150ft North of Marshall Street to Erskine Street	40
330	North Slide Road	North & South	From Erskine Street to North Loop 289	40
331	Slide Road	North & South	From North Loop 289 to 4th Street (FM 2255)	40
332	Slide Road	North & South	From 4th St. to 264ft North of 71st St.	40
333	Slide Road (FM 1730)	North & South	From 264ft North of 71st to 82nd St.	45
334	Slide Road (FM 1730)	North & South	From 82nd St to 0.142mi South of 82nd St	45
335	Slide Road (FM 1730)	North & South	From 0.142mi South of 82nd St. to 0.25mi South of 98th St.	50
336	Slide Road (FM 1730)	North & South	From 0.25mi South of 98th St. to the South City Limits	60
337	Southeast Drive	Southeast Only	From M L King, Jr. Blvd. to 0.09mi Southeast of M L King, Jr. Blvd.	40
338	Southeast Drive	Southeast Only	From 0.09mi Southeast of M L King, Jr. Blvd. to East 38th St.	45
339	Southeast Drive	Southeast Only	From East 38th St. to 114ft Northwest of East 46th St.	55
340	Southeast Drive	Southeast Only	From 114ft Northwest of East 46th St. to East 50th St. (FM 835)	50
341	Southeast Drive	Northwest Only	From East 50th St. (FM 835) to East 47th St.	50
342	Southeast Drive	Northwest Only	From East 47th St. to 0.10mi Northwest of East 38th St.	55
343	Southeast Drive	Northwes Onlyt	From 0.10mi Northwest of East 38th St. to 200ft Southeast of ML King, Jr. Blvd.	50
344	Southeast Drive	Northwest Only	From 200ft Southeast of ML King, Jr. Blvd. to ML King, Jr. Blvd.	40
345	Southeast Drive (Spur 331)	Southeast & Northwest	From East 50th St. (FM 835) Southeast a distance of 0.104mi	55
346	Southeast Drive (Spur 331)	Southeast & Northwest	From 0.104mi Southeast of East 50th St. (FM 835) to 0.22mi Southeast of SE Loop 289	60
347	Southeast Drive (Spur 331)	Southeast & Northwest	From 0.22mi Southeast of SE Loop 289 to the Southeast City Limits	65
348	Spur 327	East & West	From the end of the Spur 327 Exit on South Loop 289 to 400ft West of Iola Ave. (1.12mi)	50

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
349	Spur 327	East & West	From 400ft West of Iola Ave. to 0.13mi West of Milwaukee Ave. (0.645mi)	55
350	Spur 327	East & West	From 0.13mi West of Milwaukee Ave. to Marsha Sharp Frwy (US62/82) (0.5mi)	60
351	Texas Avenue	South Only	From Marsha Sharp Freeway (US 82) to Broadway	35
352	Texas Avenue	North & South	From Broadway to Interstate-27	35
353	North Texas Tech Parkway	North & South	From Erskine St. to 0.261mi North of 4th St. (FM 2255)	45
354	Texas Tech Parkway	North & South	From 0.261mi North of 4th St. (FM 2255) to 4th St. (FM 2255)	45
355	Texas Tech Parkway	North & South	From 4th St. (FM 2255) to Marsha Sharp Freeway (US 82)	40
356	Texas Tech Parkway	Southeast & Northwest	From Marsha Sharp Freeway (US82) to 19th St. (US62/SH114)	30
357	North University Avenue (FM 1264)	North & South	From the North City Limits to 0.2mi North of North Loop 289	55
358	North University Avenue (FM 1264)	North & South	From 0.2mi North of North Loop 289 to Queens St.	45
359	North University Avenue (FM 1264)	South Only	From Queens St. to 0.2mi North of Clovis Rd (US 84)	50
360	North University Avenue (FM 1264)	South Only	From 0.2mi North of Clovis Road (US84) to Clovis Road (US84)	40
361	North University Avenue (FM 1264)	North Only	From Clovis Road (US84) to Erskine St.	35
362	North University Avenue (FM 1264)	North Only	From Erskine St. North a distance of 0.2mi	45
363	North University Avenue (FM 1264)	North & South	From 0.2mi North of Erskine St. to Queens St.	50
364	North University Avenue	North & South	From Clovis Road (US84) to Auburn St.	35
365	North University Avenue	North & South	From Auburn St. to 1st St.	35
366	University Avenue	North & South	From 1st St. to Marsha Sharp Freeway (US 82)	35
367	University Avenue	North & South	From Marsha Sharp Freeway (US 82) to 19th St. (US 62)	30
368	University Avenue	North & South	From 19th St. (US62) to 34th St.	40
369	University Avenue	North & South	From 34th St. to 50th St.	40
370	University Avenue	North & South	From 50th St. to South Loop 289	40
371	University Avenue	North & South	From South Loop 289 to 82nd St.	45
372	University Avenue	North & South	From 82nd St. to the South City Limits	45
373	Upland Avenue	North & South	From North City Limits to 19th St. (SH 114)	50
374	Upland Avenue	North & South	From 19th St. (SH 114) to 98th St.	50

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
375	Upland Avenue	North & South	From 98th St. to the South City Limits	55
376	East Ursuline Street	East & West	From North M L King, Jr. Blvd. to North Ash Ave.	35
377	US 87 Main Lanes	North & South	From 350ft North of 98th St. to 0.5mi North of 114th St.	70
378	US 87 Frontage Road	South Only	From 350ft North of 98th St. to 0.5mi North of 114th St.	45
379	US 87 Frontage Road	North Only	From 350ft North of 98th St. to 0.5mi North of 114th St.	45

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

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

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

AND SO IT IS ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____

GLEN C. ROBERTSON, MAYOR

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

ccdocs/2013 Speed Limit Ord
September 3, 2013

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

Meeting Date: 09/26/2013

Information

Agenda Item

Resolution - Finance: Consider two resolutions designating authorized representatives on the City's accounts with TexPool and TexSTAR investment pools.

Item Summary

The City entered into Participation Agreements with the Texas Local Government Investment Pool (TexPool) and TexSTAR. TexPool and TexSTAR are local government investment pools organized under the authority of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the Public Funds Investment Act, Chapter 2256, Texas Government Code. Both investment pools were created through contracts among participating governmental units, and are governed by a board of directors to provide for the joint investment of participants' public funds and funds under their control. The purpose of the investment pools is to offer a safe, efficient, and liquid investment return by utilizing economies of scale and professional investment expertise. The resolutions update and designate new authorized City representatives. The designation of "Authorized Representative" provides full power and authority to transmit funds for investment, withdraw funds, issue letters of instruction, and all other actions deemed necessary or appropriate for the investment of local funds. All transactions require dual authorization for added security and compliance with the City's Investment Policy.

"Authorized Representatives" include the following persons:
Pam Moon, Executive Director of Finance
Danielle Whitfill, Financial Analyst
Whitney Dane, Senior Financial Analyst

Fiscal Impact

No Fiscal Impact.

Staff/Board Recommending

Pam Moon, Executive Director of Finance

Attachments

Resolutions - TexPool and TexSTAR

A RESOLUTION AMENDING
AUTHORIZED REPRESENTATIVES FOR TEXPOOL

WHEREAS, CITY OF LUBBOCK (the "City") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the City to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/Texpool *Prime*"), a public funds investment pool, was created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; NOW THEREFORE:

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

SECTION 1. THAT the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the City and are each hereby authorized to transmit funds for investment in TexPool/Texpool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

SECTION 2. THAT an Authorized Representative of the City may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the City's TexPool/TexPool Prime account or (2) is no longer employed by the City; and

SECTION 3. THAT the City may, by Amending Resolution signed by the City, add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the City;

SECTION 4. THAT the following persons are Authorized Representatives of the City of Lubbock. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Name: Pamela Moon Title: Executive Director of Finance

Signature: Pamela Moon

Direct Phone Number 806.775.2148
e-mail: pmoon@mylubbock.us

2. Name: Danielle Whitfill Title: Financial Analyst

Signature:  Direct Phone Number 806.775.2985
e-mail: dwhitfill@mylubbock.us

3. Name: Whitney Dane Title: Senior Financial Analyst

Signature:  Direct Phone Number 806.775.2984
e-mail: wdane@mylubbock.us

The Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement is as follows:

Name: Pamela Moon
Email: pmoon@mylubbock.us Fax Number 806.775.2148

In addition and at the option of the City, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. The City desires to designate the following representative with inquiry rights only:

Name: Brack Bullock Title: Accounting Supervisor

SECTION 5. THAT this Resolution and its authorization shall continue in full force and effect until amended or revoked by the City, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the City at its regular meeting held on the 26th day of September, 2013.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Pam Moon, Executive Director of Finance

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

RES. TexPool Representatives
September 6, 2013

A RESOLUTION AMENDING
AUTHORIZED REPRESENTATIVES OF TEXSTAR

WHEREAS, CITY OF LUBBOCK (the "City") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the City to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, TexSTAR, a public funds investment pool, was created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; NOW THEREFORE:

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

SECTION 1. THAT the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the City and are each hereby authorized to transmit funds for investment in TexSTAR and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

SECTION 2. THAT an Authorized Representative of the City may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the City's TexSTAR account or (2) is no longer employed by the City; and

SECTION 3. THAT the City may, by Amending Resolution signed by the City, add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the City;

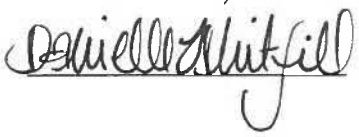
SECTION 4. THAT the following persons are Authorized Representatives of the City of Lubbock. Any new individuals will be issued personal identification numbers to transact business with TexSTAR.

1. Name: Pamela Moon Title: Executive Director of Finance

Signature: Pamela Moon

Direct Phone Number 806.775.2148
e-mail: pmoon@mylubbock.us

2. Name: Danielle Whitfill Title: Financial Analyst

Signature:  Direct Phone Number 806.775.2985
e-mail: dwhitfill@mylubbock.us

3. Name: Whitney Dane Title: Senior Financial Analyst

Signature:  Direct Phone Number 806.775.2984
e-mail: wdane@mylubbock.us

The Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement is as follows:

Name: Pamela Moon
Email: pmoon@mylubbock.us Fax Number 806.775.2148
e-mail: pmoon@mylubbock.us

In addition and at the option of the City, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. The City desires to designate the following representative with inquiry rights only:

Name: Brack Bullock Title: Accounting Supervisor

SECTION 5. THAT this Resolution and its authorization shall continue in full force and effect until amended or revoked by the City, and until TexSTAR receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the City at its regular meeting held on the 26th day of September, 2013.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Pam Moon, Executive Director of Finance

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

ccdocs/RES.TexSTAR Representatives
September 6, 2013

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

Meeting Date: 09/26/2013

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing the Mayor to sign an agreed payment schedule contract with Shiva Hotels, LLC.

Item Summary

Shiva Hotels, LLC is a corporation doing business in the City of Lubbock, owning and operating the Best Western Palms Inn and Suites. The City of Lubbock Code of Ordinances, Section 18.03.001 – 18.03.005 imposed a hotel occupancy tax pursuant to Section 351.002 of the Texas Tax Code. Hotels in the City are required to pay a 7% hotel occupancy tax on gross receipts. Shiva Hotels failed to remit $107,362 in back taxes for occupancy taxes, interest, and penalties in 2010 and 2011. On August 8, 2012, the City petitioned the Lubbock District Court for payment of such taxes and subsequently Shiva Hotels has decreased what it owes to the City to $56,842. The City and Shiva Hotels, LLC have entered into mediation and the parties desire to enter into an agreement for Shiva Hotels to pay the arrearage of $56,842 over a three (3) year period in lieu of proceeding to trial. The company has requested that a $2,000 payment that they made on August 19, 2013 count at their first payment. Thereafter, starting October 31, 2013 and continuing at the end of each month through August 31, 2016, the company will pay $1,723.56 monthly. The contract includes language that allows the City to seek other legal remedies in the case of default.

Fiscal Impact

The amounts owed have been booked as a receivable and revenue in prior years and will have no impact on current operations.

Staff/Board Recommending

Pamela Moon, Executive Director of Finance

Attachments

Resolution & Payment Agreement - Shiva Hotels

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 Payment Agreement with Shiva Hotels, LLC d/b/a Best Western Palms Inn and Suites, 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:

_____
Pam Moon, Director of Finance

APPROVED AS TO FORM:

_____
Jeff Hartsell, Chief Litigation Attorney

vw:ccdocs/RES.Agrmt-Shiva Hotels
August 28, 2013

AGREEMENT

This Agreed Payment Schedule Contract (hereinafter referred to as the "Agreement") is entered into between the City of Lubbock, a home rule municipal corporation of the State of Texas (hereinafter referred to as the "City") and Shiva Hotels, LLC, a corporation registered under the laws of the State of Texas (hereinafter referred to as "Shiva Hotels").

RECITALS

WHEREAS, Shiva Hotels is doing business in the City of Lubbock and owns and operates a hotel doing business as the Best Western Palms Inn and Suites; and

WHEREAS, the City of Lubbock Code of Ordinances, §18.03.001 – 18.03.005, imposes a hotel occupancy tax pursuant to §351.002 of the Texas Tax Code; and

WHEREAS, the City of Lubbock Code of Ordinances requires that anyone owning, operating, managing or controlling any hotel shall collect the tax imposed by the City; and

WHEREAS, Shiva Hotels has failed to collect or remit to the City certain taxes imposed by the City of Lubbock Code of Ordinance; and

WHEREAS, Shiva Hotels owes the City Fifty-Six Thousand Eight-Hundred and Forty-One Dollars and 74/100, ($56,841.74), in back taxes, interest and penalties as of August 20, 2013; and

WHEREAS, the City filed suit against Shiva Hotels for the payment of the back taxes in Cause No. 2012-503,349 City of Lubbock vs. Shiva Hotels, LLC d/b/a Best Western Palms Inn and Suites; and

WHEREAS, Shiva Hotels has decreased what it owes to the City to $56,841.74 from $107,362 since suit was filed; and

WHEREAS, the parties desire to enter into an agreement for Shiva Hotels to pay the arrearage of $56,841.74 over a three (3) year period in lieu of proceeding to trial.

NOW THEREFORE, IN CONSIDERATION of the mutual promises and agreements, as set forth herein, including the recitals set forth above, and other good and valuable consideration, Shiva Hotels and the City agree as follows:

1. Shiva Hotels shall:

i) Pay 36 monthly payments at the rate of $1,723.56 per month for all past due taxes, including any penalties and interest, set forth in Exhibit "A" (attached hereto and incorporated herein as though fully set forth); and

ii) Pay all current hotel taxes monthly on or before the date the taxes become due as required under Chapter 18 of the Code of Ordinances of the City of Lubbock; and

2. Shiva Hotels acknowledges that (i) the back taxes due and owing by Shiva Hotels, as set forth in Exhibit "A", are true and correct in all respects; and (ii) this Agreed Payment Schedule Contract in no way discharges, dismisses, or alters, except as provided herein, Shiva Hotels' duty and obligation to pay any past, current or future taxes as they become due.

3. In consideration of the compromise agreed upon as set forth herein, the City shall dismiss its lawsuit against Shiva Hotels Cause No. 2012-503,349.

4. Shiva Hotels shall be in default ("event of default") if any one or more of the following events shall occur:

i) The City of Lubbock fails to receive any payment set forth in Exhibit "A" within seven (7) business days of its due date; or

ii) The City of Lubbock fails to receive within seven (7) business days of its due date any monthly payment required under Chapter 18 of the Code of Ordinances of the City of Lubbock; or

iii) Shiva Hotels (a) applies for or consents to the appointment of a receiver, trustee, intervenor, custodian or liquidator for the business or of all or substantial part of the assets; (b) is adjudicated a bankrupt, insolvent, files a voluntary petition for bankruptcy, or admits in writing that Shiva Hotels is unable to pay its debts as they become due; (c) makes a general assignment for the benefit of creditors; (d) files a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy or insolvency; or (e) files an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against Shiva Hotels in any bankruptcy, reorganization or insolvency proceeding, or take corporate action for the purpose of effecting any of the foregoing.

5. If an event of default occurs, after providing Shiva Hotels with written notice and five (5) business days to cure the default, the City may, at its option, (i) declare all unpaid amounts due hereunder immediately due and owing without

any further notice to Shiva Hotels; and/or (ii) exercise any and all rights available to it in law, equity, contract or otherwise including, but not limited to, those rights set forth in Chapter 18, of the Code of Ordinances of the City of Lubbock including the authority to file suit against Shiva Hotels for breach of this Agreement for failing to pay the back taxes as set forth in Exhibit "A".

6. Shiva Hotels acknowledges that if, upon the entry of a final judgment finding that Shiva Hotels is in breach of this Agreement, Shiva Hotels will be liable for the City's reasonable attorney's fees, reasonable costs and reasonable expenses in instituting, preparing, or prosecuting, the underlying action or suit.

7. This Agreement shall inure to the benefit of, and be binding upon, Shiva Hotels its legal representatives, successors or assigns, and to the City, its legal representatives, successors or assigns.

8. All signatories to this Agreement hereby warrant that they have the authority to execute this Agreement and bind the respective parties.

9. This Agreement states the entire agreement of the parties with respect to the matters discussed herein, and supersedes all prior or contemporaneous oral or written understandings, agreements, statements or promises.

10. This Agreement may not be amended or modified in any respect except by a written instrument duly executed by all the parties to this Agreement.

11. If any portion of this Agreement is held unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain fully in force and enforceable.

12. Each party to this Agreement acknowledges and agrees that they have obtained legal representation and advice as they have deemed appropriate in entering into this Agreement.

13. It is further understood that this Agreement shall be governed by and will be construed by the laws of the State of Texas.

14. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

Dated this 3rd day of Sept, 2013.

CITY OF LUBBOCK

Glen C. Robertson, Mayor

SHIVA HOTELS, LLC

Nelesh Patel, for
Shiva Hotels, LLC

ATTEST:

Rebecca Garza, City Secretary

APPOVED AS TO CONTENT:

Pam Moon, Director of Finance

APPROVED AS TO FORM:

Jeff Hartsell,
Chief Litigation Attorney

Nick Bhakta,
Attorney for Shiva Hotels, LLC

Best Western Palms Payment Schedule

Taxes Owed	$ 56,841.74	Payment Amount	$1,729.24
Start	9/30/2013	Payment assumed equal payments on same date	
Interest %	0.06		
Term	36		

Payment #	Due Date	Taxes	Interest	Taxes Due	Total Payments
				56,841.74	
1	8/19/2013	2,000.00	-	54,841.74	2,000.00
2	10/31/2013	1,074.47	649.09	53,767.27	1,723.56
3	11/30/2013	1,454.72	268.84	52,312.54	1,723.56
4	12/31/2013	1,462.00	261.56	50,850.54	1,723.56
5	1/31/2014	1,469.31	254.25	49,381.24	1,723.56
6	2/28/2014	1,476.65	246.91	47,904.58	1,723.56
7	3/31/2014	1,484.04	239.52	46,420.55	1,723.56
8	4/30/2014	1,491.46	232.10	44,929.09	1,723.56
9	5/31/2014	1,498.91	224.65	43,430.17	1,723.56
10	6/30/2014	1,506.41	217.15	41,923.77	1,723.56
11	7/31/2014	1,513.94	209.62	40,409.82	1,723.56
12	8/31/2014	1,521.51	202.05	38,888.31	1,723.56
13	9/30/2014	1,529.12	194.44	37,359.19	1,723.56
14	10/31/2014	1,536.76	186.80	35,822.43	1,723.56
15	11/30/2014	1,544.45	179.11	34,277.98	1,723.56
16	12/31/2014	1,552.17	171.39	32,725.81	1,723.56
17	1/31/2015	1,559.93	163.63	31,165.88	1,723.56
18	2/28/2015	1,567.73	155.83	29,598.15	1,723.56
19	3/31/2015	1,575.57	147.99	28,022.58	1,723.56
20	4/30/2015	1,583.45	140.11	26,439.14	1,723.56
21	5/31/2015	1,591.36	132.20	24,847.77	1,723.56
22	6/30/2015	1,599.32	124.24	23,248.45	1,723.56
23	7/31/2015	1,607.32	116.24	21,641.13	1,723.56
24	8/31/2015	1,615.35	108.21	20,025.78	1,723.56
25	9/30/2015	1,623.43	100.13	18,402.35	1,723.56
26	10/31/2015	1,631.55	92.01	16,770.80	1,723.56
27	11/30/2015	1,639.71	83.85	15,131.09	1,723.56
28	12/31/2015	1,647.90	75.66	13,483.19	1,723.56
29	1/31/2016	1,656.14	67.42	11,827.04	1,723.56
30	2/29/2016	1,664.42	59.14	10,162.62	1,723.56
31	3/31/2016	1,672.75	50.81	8,489.87	1,723.56
32	4/30/2016	1,681.11	42.45	6,808.76	1,723.56
33	5/31/2016	1,689.52	34.04	5,119.25	1,723.56
34	6/30/2016	1,697.96	25.60	3,421.28	1,723.56
35	7/31/2016	1,706.45	17.11	1,714.83	1,723.56
36	8/31/2016	1,714.83	8.57	0.00	1,723.40



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

Meeting Date: 09/26/2013

Information

Agenda Item

Contract Resolution - Public Works Traffic Engineering: Consider a resolution authorizing the Mayor to execute contract 11534 with the Lubbock Metropolitan Planning Organization (LMPO) for traffic monitoring and reporting services to provide information and crash data to update the LMPO's Congestion Management Plan.

Item Summary

LMPO contracts with the City for services as part of the Unified Transportation Planning Program adopted annually by the Transportation Policy Committee.

The Traffic Engineering Department provides the LMPO with Level of Service (LOS) information and crash data to update the Congestion Management Plan required for federal participation in transportation projects. LOS on the urban roadway system measures operating conditions based on speed, travel time, and the freedom to maneuver within the traffic stream. A spreadsheet and a map of LOS information and a map of the number and location of crashes on City streets are provided as part of this contract.

LMPO has approved the contract.

Fiscal Impact

$7,000 revenue to the General Fund.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works
Lubbock Municipal Planning Organization, Policy Advisory Committee

Attachments

Resolution - LMPO
Agreement - LMPO

RESOLUTION

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

THAT the Mayor of the City of Lubbock and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Professional Services Agreement between the City of Lubbock and the Lubbock Metropolitan Planning Organization for traffic monitoring and reporting services, and related documents. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____ day of _____ 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Laura Pratt
Assistant City Attorney

Resolution - MPO Professional Services Traffic 2013
9.10.13

LUBBOCK METROPOLITAN PLANNING ORGANIZATION
CONSULTANT CONTRACT

THE STATE OF TEXAS)(

COUNTY OF LUBBOCK)(KNOW ALL MEN BY THESE PRESENTS

This contract is made, entered and executed between the Lubbock Metropolitan Planning Organization, which is the designated Metropolitan Planning Organization (MPO) of the Lubbock urbanized area & hereinafter called the MPO, and City of Lubbock, hereinafter called the Consultant.

W I T N E S S E T H

WHEREAS, pursuant to provisions of 23 USC 134, the Governor of the State of Texas has designated the MPO to be the single-focus planning organization for the Lubbock urbanized area(s) and has executed an agreement to effectuate the designation; and,

WHEREAS, pursuant to the Governor's designation and in compliance with applicable federal, state, and local laws, regulations, and ordinances, the MPO has developed and maintains a current Unified Planning Work Program which outlines work tasks and estimated expenditures; and,

WHEREAS, the current Unified Planning Work Program has been approved by the State of Texas, acting by and through the State Department of Highways and Public Transportation, and the U.S. Department of Transportation, acting by and through the Federal Highway Administration; and,

WHEREAS, the current Unified Planning Work Program authorizes the MPO to engage a consultant to perform the services described in Subtask 5.1 of the 2013 – 2014 Unified Planning Work Program, and the Consultant has proposed a plan to complete the task, and the MPO has accepted the proposal;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the MPO and the Consultant do mutually agree as follows:

AGREEMENT

Article 1. Contract Period

This contract becomes effective when fully executed by all parties hereto or on October 1, 2013, whichever occurs later, and shall terminate upon the MPO's final approval of work completed by the Consultant or on September 30, 2014, whichever occurs earlier, unless otherwise terminated or modified as hereinafter provided.

Article 2. Responsibilities of the Parties

The Consultant shall undertake and complete the task as described in Exhibit A, Approved Project Description, and in accordance with all terms and conditions included hereinafter. The MPO shall provide assistance as appropriate and as specified in said Exhibit A, including approval of all work.

Article 3. Compensation

The maximum amount payable under this contract shall not exceed the amount of seven thousand dollars ($ 7,000.00.) The MPO may make partial proportionate payments of the fixed fee based on the amount of work completed by the Consultant. All payments made hereunder will be made on the basis of reimbursement of actual costs incurred, not to exceed the limits authorized in Article 3, Compensation. To be eligible for reimbursement, a cost must be incurred within the contract period specified in Article 1 above and be authorized or not prohibited in Exhibit A, Scope of Services. All costs must be supported by source documents which comply with generally accepted accounting practices. Payment of costs incurred is further governed by cost principles outlined in the Federal Acquisition Regulation, Part 31, Subpart 31.2, Contracts with Commercial Organizations.

Article 3.1

The consideration to be paid for the Services to be provided the MPO as described in Exhibit A shall be on a per-task-completed basis. This amount shall be invoiced to the MPO monthly as work is performed, or as otherwise agreed to in writing by the MPO and Consultant.

Article 3.2

It is understood by the MPO that in some cases the tasks listed in Exhibit A are a continuing process and that the completion of each task is ongoing. The Consultant may charge the MPO on a recurring basis throughout the year provided that the MPO is furnished by the 15th day of each month a detailed description of the task completed including at a minimum:

(1) The number of man-hours used to perform the task.
(2) Cost per man-hours.
(3) Any other cost associated with producing the task.
(4) An explanation of how the work produced relates to Consultant's scope of work within the MPO Metropolitan Area Boundary.

(5) Completed timesheets of the individuals working on each task that are used to seek reimbursement.
(6) Total amount of reimbursement sought for the tasks.

Article 3.3

The parties hereto agree that funds from which payments if any, under this Agreement shall be made originate from federal and state grant funds, and are subject to and contingent upon continued funding. In the event said funding is discontinued, the MPO shall provide Consultant with seven (7) days notice thereof, and Consultant shall immediately discontinue all activities in progress pursuant to this Agreement.

Article 4. Contract Amendments

Significant changes in the terms and conditions of this contract can be made only by written amendment executed by the parties hereto prior to the changes being made.

Article 5. Additional Work

If the Consultant is of the opinion that any work it has been directed to perform is beyond the scope of this contract and constitutes additional work, the Consultant shall promptly notify the MPO in writing. In the event that the MPO finds that such work does constitute additional work, the MPO shall so advise the Consultant and provide compensation for doing the work on the same basis as the original work *or* the MPO shall advise the Consultant not to perform the work. If the compensation for the additional work will cause the maximum amount payable to be exceeded, a written amendment will be executed. Any amendment so executed must be approved within the contract period specified in Article 1.

Article 6. Changes in Work

When the approved project description requires a completed work product, the MPO will review the work as specified in the approved project description. If the MPO finds it necessary to request changes in previously satisfactorily completed work or parts thereof, the Consultant will make such revisions as requested and directed by the MPO. Such work will be considered as additional work and subject to the requirements established in Article 5.
If the MPO finds it necessary to require the Consultant to revise completed work to correct errors appearing therein, the Consultant will make such corrections, and no compensation will be paid for the corrections.

Article 7. Omitted

Article 8. Inspection of Work

The MPO, the State of Texas, and the U.S. Department of Transportation, and any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises on which it is being performed.

If any inspection or evaluation is made on the premises of a subcontractor, the Consultant shall provide and require his subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

Article 9. Disputes

The parties hereto shall act in good faith to resolve any and all disputes that may arisei n connection with this agreement. Consultant shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered into in support of contract work.

Article 10. Noncollusion

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for him/her, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this contract. Consultant shall also certify that he/she has not lobbied any federal officer or employee for awarding this contract pursuant to the certification at Appendix B.

Article 11. Reporting

The Consultant shall submit quarterly performance reports that provide as a minimum:

(1) a comparison of actual accomplishments to the goals established for the period,
(2) reasons why established goals were not met, if appropriate, and
(3) other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The Consultant shall submit a final report within 90 days after completion of the contract.

The Consultant shall promptly advise the MPO in writing of events which have a significant impact upon the contract, including:

(1) Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
(2) Favorable developments or events that enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

Article 12. Records

The Consultant agrees to maintain all books, documents, papers, accounting records

and other evidence pertaining to costs incurred and work performed hereunder and shall make such materials available at its office during the contract period and for three years from the date of final payment under the contract. Such materials shall be made available during the specified period for inspection by the authorized representatives of the MPO, the State of Texas, the U.S. Department of Transportation and the Office of the Inspector General, for the purpose of making audits, examinations, excerpts, and transcriptions.

Article 13. Subcontracts

Any subcontract for professional services rendered by individuals or organizations not a part of the Consultant's organization shall not be executed without prior authorization and approval of the subcontract by the MPO.
Subcontracts in excess of $25,000 shall contain all required provisions of this contract.

Article 14. Termination

Either party to this Agreement may terminate this contract in part or in whole at any time before the date of completion whenever it is determined that the other party has failed to comply with the conditions of the contract. The terminating party shall give written notice to the other party at least seven days prior to the effective date of termination and specify the effective date of termination and the reason for termination.

If both parties to this contract agree that the continuation of the contract in whole or in part would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

Upon termination of this contract, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the Consultant shall, at the option of the MPO, be delivered to the MPO with no restriction on future use.

The MPO shall compensate the Consultant for those eligible expenses incurred during the contract period which are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed in a manner satisfactory and acceptable to the MPO. The Consultant shall not incur new obligations for the terminated portion after the effective date of termination.

Article 15. Remedies

Violation or breach of contract terms by the Consultant shall be grounds for termination of the contract. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

Article 16. Compliance With Laws

The Consultant shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this contract, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Consultant shall furnish the MPO with satisfactory proof of its compliance therewith.

Article 17. Successors and Assigns

The MPO and the Consultant each binds itself, its successors, executors, assigns and administrators to the other party to this agreement and to the successors, executors, assigns and administrators of such other party in respect to all covenants of this agreement. Neither the MPO nor the Consultant shall assign, sublet, or transfer his interest in this agreement without written consent of the other.

Article 18. Ownership of Documents

Upon completion or termination of this contract, all documents prepared by the consultant or furnished to the consultant by the MPO shall be delivered to and become the property of the MPO. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the MPO without restriction or limitation of further use.

Article 19. Signatory Warranty

The undersigned signatory for the Consultant hereby represents and warrants that signatory is an officer of the organization for which signatory has executed this contract and that signatory has full and complete authority to enter into this contract on behalf of the firm.

Article 20. Consultant Resources

The Consultant warrants that it presently has adequate qualified personnel in its employment for performance of services required under this contract. Unless otherwise specified, the Consultant shall furnish all equipment, materials, and supplies required to perform the work authorized herein. All employees of the Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them.

Article 21. Equal Employment Opportunity

The Consultant agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR 60).

Article 22. Nondiscrimination

During the performance of this contract, the Consultant, its assigns and successors in interest, agrees as follows:

1. Compliance with Regulations: The Consultant shall comply with the following regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(A) Title VI of the Civil Rights Act of 1964, as amended (42 U.S. C. 2000d-1) and 49 CFR part 21;
(B) 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
(C) Section 110(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
(D) 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
(E) The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
(F) the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance.
(G) Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
(H) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

2. Nondiscrimination: The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by

the State Department of Highways and Public Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State Department of Highways and Public Transportation or the U.S. Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5. *Sanctions for Noncompliance: In* the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the State Department of Highways and Public Transportation shall impose such contract sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including but not limited to:

(A) withholding of payments to the Consultant under the contract until the Consultant complies, and/or

(B) cancellation, termination, or suspension of the contract in whole or in part.

6. *Incorporation of Provisions:* The Consultant shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the MPO may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the MPO to enter into such litigation to protect the interests of the MPO; in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Article 23. Minority Business Enterprises

It is the policy of the U.S. Department of Transportation that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently the Minority Business Enterprise requirements of 49 CFR 23, exclusive of Subpart D, apply to this contract as follows:

(1) The Consultant agrees to insure that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, have the maximum opportunity in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 23, exclusive of Subpart D, to insure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts.

(2) The Consultant and any subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts funded in whole or in part with Federal funds.

These requirements shall be physically included in any subcontract. Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the MPO, may result in termination of the contract by the MPO or other such remedy as the MPO deems appropriate.

Article 24. Delinquent Tax Certification

Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits the State from awarding a contract to a corporation that is delinquent in paying taxes under Chapter 171, Tax Code, the Consultant hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from or not subject to such tax. A false statement concerning the corporation's franchise tax status shall constitute grounds for cancellation of the contract at the sole option of the State.

Article 25. Debarment/Suspension

The MPO is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension.

The MPO shall require any party to a subcontract or purchase order awarded under this contract as specified in Title 49 of the Code of Federal Regulations, Part 29 (Debarment and Suspension) to certify its eligibility to receive federal funds by executing the Debarment Certification at Appendix A.

Article 26. Clean Air Act: Air Pollution Prevention & Control

All State and local transportation officials will take in a 3-C planning process in nonattainment areas to determine which planning elements will be developed, adopted, and implemented to maintain or improve the air quality for said area. In non-attainment areas that include more than one state, the affected states may jointly undertake and implement air quality planning procedures. Activities not conforming to approved plans will be given to those projects or programs that achieve and maintain national primary ambient air quality standards. (49 USC, Ch. 85, Sec's 7408, 7410, 7504, 7505a, 7511, 7506(c) and (d) and 7604; 49 USC, Ch. 53, 23 USC, Sec. 134).

The consultant will maintain all applicable national primary ambient air quality standards during the discharge of all work tasks as set out in this contract.

Article 27. Buy America/Cargo Preference

To the extent the requirements might apply, the Consultant agrees that he/she will comply with applicable Buy America requirements set forth in Section 401 of the Surface Transportation Assistance Act of 1978 (P.L. 95-599) and the Federal Transit Administration's Buy America regulations in 49 CFR 660 through its contract with the MPO. The Consultant also agrees to comply with the Cargo Preference Requirements Act set forth in 46 U.S.C. 1241 and Maritime Administration regulations set forth in 46 CFR 381 through its contract with the MPO.

Article 28. Independent Contractor

It is understood and agreed that Consultant is to perform the Services in a sound and professional manner and exercising the degree of care, skill, and diligence in the performance of the Services as is exercised by a professional under similar circumstances and Consultant hereby warrants to the MPO that the Services shall be so performed. Further, Consultant is and shall be considered at all times an independent contractor under this Agreement and/or in its service, hereunder. During the performance of the Services under this Agreement, Consultant and Consultant's employees will not be considered, for any purpose, employees or agents of the MPO 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 29. Credit and Disclaimer Statement

Pursuant to requirements of 23 USC Section 104(f), Consultant shall include the following Credit and Disclaimer statement verbatim in all reports produced for this contract.

> The preparation of this report has been financed in part through grant(s) from the Federal Highway Administration and Federal Transit Administration, under the Metropolitan Planning Program, Section 104(f) of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

Article 30. Miscellaneous

Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person or by telephonic facsimile; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described. Notice shall be deemed to be received when delivered if provided in person or by telephonic facsimile or, if deposited in the United States mail, as set forth above, three (3) days after depositing such notice in the United States mail, as set forth above.

For MPO:

H. David Jones, Transportation Planning Director
Lubbock Metropolitan Planning Organization
916 Main Street, Suite 445
Lubbock, Texas 79401
Facsimile: (806) 775-1675

With copy to:

City Attorney
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457
Facsimile: (806) 775-3307

For Consultant:

R. Keith Smith, P.E.
Director of Public Works
P.O. Box 2000
Lubbock, Texas 79457
Facsimile: (806) 775-3074

Article 31. Venue

THIS AGREEMENT IS TO BE CONSTRUED UNDER TEXAS LAW WITHOUT REGARD TO CONFLICT OF LAW RULES THAT WOULD DIRECT APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. THE OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE, AT LEAST IN PART, IN LUBBOCK COUNTY, TEXAS. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS AGREEMENT, OR ACTIVITY CONTEMPLATED HEREBY, SHALL EXCLUSIVELY BE IN LUBBOCK COUNTY, TEXAS.

Article 32. Entire Agreement

This Agreement represents the entire and sole agreement between the MPO and Consultant with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations or other agreements, whether written or oral. This Agreement may not be modified or amended except in writing and duly executed by each party hereto.

Article 32.1.

Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between Consultant and the MPO.

Article 32.2.

If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable so long as said modification is reasonably within the intent of the parties as originally expressed. In the event such provision may not be so modified, the unenforceability or invalidity of any provision shall

not affect any other provision of this Agreement, and this Agreement shall continue in force and effect as if such provision had not been included in this Agreement.

Article 32.3

Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than MPO and Consultant.

Article 32.4

Consultant represents and warrants to MPO that it has taken all actions necessary to authorize the party executing this Agreement to bind, in all respects, Consultant to all terms and provisions of this Agreement and that such person possesses authority to execute this Agreement and bind Consultant hereto.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

Exhibit "A"

Scope of Services

The following items shall be included in the scope of services to be rendered by Consultant pursuant to this Agreement, hereinafter referred to as "Project". It is understood and agreed that unless this Agreement is extended by Parties, mutually and in writing, no activity or compensation therefore shall be made after September 30, 2014, and that the Project shall be completed in full before said date except as otherwise provided for in this Scope of Services.

The stated purpose of this project is to update the Lubbock MPO's Congestion Management System Plan in accordance with SAFETEA-LU requirements as necessary.

This project will result in data collection that will be used to update the LMPO Congestion Management System Plan.

- The City will compile and report the Level of Service information contained in the Congestion Management Plan

- The City will provide the LMPO assistance in identifying crash locations within the Metropolitan Area Boundary. The information will include producing a map showing the number, location, and type of crash.

At the conclusion of this Scope of Services, Consultant will be able to continue to provide the technology to support long and short range planning activities including data collection and analysis, federal reporting, and demographic analysis.

All subtasks set out in this Scope of Services shall be complete on or before September 30, 2014, unless extended by the Technical Advisory Committee and approved in the following year's Unified Planning Work Program. This task and all associated sub-tasks are annual ongoing elements.

Construction and/or performance progress shall be reported monthly to the Technical Advisory Committee by the Project Manager.

Consultant will be responsible for any and all research, investigation, and data recovery necessary to perform the described services.

Consultant will be responsible for any and all data interpretation, compilation and entry necessary to complete this project.

Consultant will be responsible for any survey necessary to perform the data collection, all coordination among the stakeholders, and any mobilization necessary to implement the services to be provided.

Collected data will be used by the Lubbock Metropolitan Planning Organization (LMPO) to update the Travel Demand Model, Metropolitan Transportation Plan, Transportation Improvement Program, and the Congestion Management Plan as required by law and policies of the various stakeholders.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives this _____ day of _____, 2013.

MPO

Karen Gibson,
City of Lubbock Mayor Pro-Tem
Chair, Transportation Policy Committee

ATTEST:

Tera Davis, MPO Secretary

AS TO CONTENT:

H. David Jones,
Transportation Planning Director

AS TO FORM:

Laura Pratt,
Assistant City Attorney

CONSULTANT

Glen C. Robertson, Mayor
City of Lubbock

ATTEST:

Becky Garza, City Secretary

AS TO CONTENT:

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

APPENDIX A
DEBARMENT CERTIFICATION
(Negotiated Contracts)

(1) _____, as **CONTRACTOR,** 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 from covered transactions 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* 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* 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* terminated for cause or default.

(2) Where the **CONTRACTOR** is unable to certify to any of the statements in this certification, such **CONTRACTOR** shall attach an explanation to this certification.

*federal, state or local

_____
Authorized Signatory, Title

_____
Date

APPENDIX B
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her 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 any federal 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 disclosure accordingly.

This certification is a material representation of fact upon 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, and 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.

_____

Authorized Signatory, Title

_____

Date

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

Meeting Date: 09/26/2013

Information

Agenda Item

Contract Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 11430 with Red River Construction, Co. for the North Water Treatment Plant (NWTP) Improvements No.1. Project, RFP 13-11430-MA.

Item Summary

Alan Plummer & Associates, Inc. (APAI) was selected by staff on October 11, 2012 to perform a master plan and design of improvements to be made at the NWTP. The plant upgrades under Improvements No.1 include: upgrades to the emergency generator and electrical switchgear; replacing baffles walls; and replacement of the anhydrous ammonia disinfection system with liquid ammonium sulfate (LAS). During an inspection by TCEQ the flocculation basin baffle walls and pipe supports were identified as needing repairs and/or replacement. Filter valves are currently leaking and in need of replacement. The NWTP is currently using anhydrous ammonia for disinfection purposes. This project will change the current disinfection method from anhydrous ammonia to liquid ammonia sulfate similar to the South Water Treatment Plant. Electrical system modifications will address upgrades to the emergency generator and antiquated electrical systems at the NWTP. National Electrical Code requires mitigating arc flash safety issues in old electrical systems by 2014 and this project will satisfy the requirement.

Proposals were received from the following contractors:

BRB Contractors, Inc. of Topeka, KS	$3,193,125
Red River Construction Co. of Wylie, TX	3,219,900
Smithco Construction, Inc. of Caballo, NM	3,350,500
Brown McKee, Inc. of Lubbock, TX	3,521,226
CSA Construction, Inc. of Houston, TX	3,633,000

The City Engineer appointed an evaluation committee consisting of engineering staff, operations staff, and representative from APAI to review each proposal based on Price 60%, Contractor Qualifications 30%, Safety Record 5%, and Construction Time 5%. The maximum point value is 500 points. The committee recommends award to Red River of Wylie, Texas with a highest average evaluation score of 472 and total bid price of $3,219,900.

Red River Construction Co. of Wylie, TX	472
Smithco Construction, Inc. of Caballo, NM	452
BRB Contractors, Inc. of Topeka, KS	450
CSA Construction, Inc. of Houston,TX	442
Brown McKee, Inc. of Lubbock, TX	428

This contract is awarded by the unit price. The total amount of the award is estimated and actual expenditures may be more or less depending on actual needs. The price per unit will not change. Time for substantial completion is 365 calendar days, and liquidated damages are $1,000 per calendar day. Final completion is 410 calendar days and liquidated damages are $500 per calendar day.

Fiscal Impact

$9,402,000 is appropriated in Capital Improvement Project 91032, Water Treatment Plant Improvements, with $3,219,900 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Bid Form - Red River Construction

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11430 for North Water Treatment Plant Improvements Project No. 1, by and between the City of Lubbock and Red River Construction, Co. of Wylie, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Red River Construction
August 22, 2013

PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

DATE: August 13, 2013

PROJECT NUMBER: **13-11430-MA** **North Water Treatment Plant Improvement Project No. 1**

Proposal of Red River Construction Co. (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 **North Water Treatment Plant Improvement Project No. 1** 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	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1.	Construction of the North Water Treatment Plant Improvements Project No. 1 (except for Bid Items as listed separately below), complete and in place by plans and specifications, per lump sum.	LS	1	3,162,500.00	$ 3,162,500.00
2.	Development, design, and implementation of the excavation and support protection systems, as required by the Occupational Safety and Health Administration, furnished and installed, continuously monitored, complete and in place by plans and specifications, per lump sum.	LS	1	900.00	$900.00
3.	Development, design, and implementation of the Storm Water Pollution Prevention Plan, including necessary materials and coordination for compliance with storm water regulations and ordinances, furnished and installed, continuously monitored, complete and in place by plans and specifications, per lump sum.	LS	1	1,200.00	$1,200.00
4.	Perform the Electrical Power System Studies per Section 16054.	LS	1	22,000.00	$22,000.00
5.	Allowance for furnishing complete in place safety signs per Section 10432 "Safety Signs" ordered in writing by the OWNER.	LS	1	3,000	3,000
6.	Allowance for electrical service modifications to be paid to the electrical service provider as ordered in writing by the OWNER and ENGINEER.	LS	1	10,000	10,000
7.	Furnish and place extra crushed stone embedment for trench stabilization or foundation material as replacement for non-suitable material (Coarse aggregate gradation No. 57 per Division 2 Section 02001 "Materials"), if needed, as directed by OWNER, complete and in place, per cubic yard.	CY	20	45.00	$900.00
8.	Furnish and install 4000 psi reinforced concrete (for slabs on grade, grade beams, and walls), including excavation, forms, and finishing, if needed, as directed by OWNER, complete and in place, per cubic yard.	CY	50	380.00	$19,000.00
9.	Furnish and install 3000 psi reinforced concrete sidewalk, mow strip, or pads, including excavation and surface preparation, if needed, as directed by OWNER, complete and in place, per square foot.	SF	50	8.00	$400.00
				Items 1 -9 Total	$ 3,219,900.00

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 substantially complete the project within (365) three hundred sixty-five **(65) CONSECUTIVE CALENDAR DAYS and attain Final Completion within (410) four hundred ten 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 **$1,000 (one thousand dollars)** for each day in excess of the time set forth herein above for completion, and the sum of $500 (five hundred dollars) for each consecutive calendar day after substantial completion and in excess of the time to final completion set forth herein above for completion of this project, all as more fully set forth in the general conditions of the Agreement.

The proposed number of calendar days to substantial completion. (Number followed by written):

three hundred sixty five (365)

The proposed number of calendar days to final completion. (Number followed by written):

four hundred ten (410)

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 **ninety (90)** 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.

DP Offeror's Initials

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 X X X X X X **Dollars ($** X X **) or a Proposal Bond in the sum of** five percent of amount bid **Dollars ($** 5% of A.B.**), 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(a), 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: August 13, 2013

Authorized Signature

Dean Porter
(Printed or Typed Name)

Bed River Construction Co.
Company

2804 Capital St.
Address

Wylie, Collin
City, County

Texas, 75098
State Zip Code

Telephone: 972 - 578-0127

Fax: 972 - 578-1043

Email: dean.porter@redriverconstruction.com

FEDERAL TAX ID or SOCIAL SECURITY No.

75-0981375

(Seal if Offeror is a Corporation)

ATTEST:

Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 8/9/13
Addenda No. 2 Date 8/9/13
Addenda No. _____ Date _____
Addenda No. _____ Date _____

M/WBE Firm:

	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)

City of Lubbock, TX
Capital Project
Project Cost Detail
September 10, 2013

Capital Project Number:	91032
Capital Project Name:	Water Treatment Plant Improvements

Encumbered/Expended	**Budget**
City of Lubbock Staff	$ 40,615
Advertisement	1,622
Misc Expenses	155
Professional Services	1,855
NWTP Improvements (APAI)	612,150
Plant Master Plan Update and Project No. 1 RPR	705,411
Construction APAI RPR	68,166
BLTI SCADA Improvements	657,325
BLTI SCADA Change Order No. 1	73,540
Construction Whiteside	64,810
Construction Anthony Mechanical	65,449
Agenda Item Sept 10th, 2013	
North Water Treatment Plant Improvements No. 1	3,219,900
Encumbered/Expended to Date	5,510,998
Estimated Costs for Remaining Appropriation	
Future phases of Water Treatment Plant Improvements	3,891,002
Remaining Appropriation	3,891,002
Total Appropriation To Date	$ 9,402,000

Managing Department **Water Treatment**

Project Manager **Bruce Blalack**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope
Purchase and install new equipment; modify existing equipment, facility and treatment system; and other major maintenance activities.

Project Justification
Replacing and updating aging infrastructure decreases emergency maintenance expenditures and system failures.

Project History
$390,000 was appropriated in FY 2004-05, Ord. No. 2005-00031, March 24, 2005.
Reduced funding by $60,000 in FY 2005-06, Ord. No. 2006-00077, July 10, 2006.
$1.7 million was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
$5,372,000 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
Reduced funding by $5,872,000 in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-O0108, December 2, 2009.
$5,872,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$2.0 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	9,402,000	0	5,000,000	0	5,000,000	7,000,000	0	26,402,000
Total Project Appropriation	9,402,000	0	5,000,000	0	5,000,000	7,000,000	0	26,402,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
FY 2008 10-year Water Revenue CO's	330,000	0	0	0	0	0	0	330,000
FY 2009 10-year Water Revenue CO's	1,200,000	0	0	0	0	0	0	1,200,000
FY 2010 10-year Water Revenue CO's	0	0	0	0	0	0	0	0
FY 2011 10-year Water Revenue CO's	5,872,000	0	0	0	0	0	0	5,872,000
FY 2012 10-year Water Revenue CO's	2,000,000	0	0	0	0	0	0	2,000,000
FY 2015 10-year Water Revenue CO's	0	0	5,000,000	0	0	0	0	5,000,000
FY 2017 10-Year Water Revenue CO's	0	0	0	0	5,000,000	0	0	5,000,000
FY 2018 10-year Water Revenue CO's	0	0	0	0	0	7,000,000	0	7,000,000
Total Funding Sources	9,402,000	0	5,000,000	0	5,000,000	7,000,000	0	26,402,000

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

Meeting Date: 09/26/2013

Information

Agenda Item

Resolution - Public Work Engineering: Consider a resolution authorizing the Mayor to execute contract 11541 an agreement for engineering services with Parkhill, Smith & Cooper, Inc. for the design of the Bailey County Well Field Expansion.

Item Summary

During the past 20 years, extended drought periods have resulted in a declining water table causing production from existing wells in the Bailey County Well Field to decline from more than 60 million gallons per day (mgd). There is a need to expand the well field and distribute the well production throughout the well field not only increasing the production rates but also allow the wells to be cycled and allowed to recover. This project will drill sufficient wells to restore the production capacity and will ensure an adequate production capacity buffer to consistently produce the current 40 mgd pipeline capacity while a portion of the well field is inoperable due to maintenance, mechanical interruptions, lightening strikes, etc. This project is consistent with the City of Lubbock Strategic Water Supply Plan.

This agreement for engineering services includes preliminary design, final design, and bid phase services and also includes; modeling and design of the power distribution system, design of the wells and pumps, design of the water distribution system, and design of the construction and maintenance roadway system. There will be a future amendment to provide construction phase services as the size and scope of the project is completed and bid for construction.

Fiscal Impact

$18,650,260 is appropriated in Capital Improvement Project No. 91003, Bailey County Well Field Improvements, with $778,500 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution - PSC
Contract
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 at the Bailey County Well Field Expansion, 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:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Agrmt-PS&C, Inc.
August 27, 2013

AGREEMENT
FOR
ENGINEERING SERVICES
(DESIGN AND BID PHASE SERVICES)

Project # _____

Bailey County Well Field Expansion (Design and Bid Phase Services)

THIS AGREEMENT, between the City of Lubbock, Texas (hereinafter referred to as Owner) and Parkhill, Smith & Cooper, Inc., with principal offices at 4222 85th Street, Lubbock, Texas 79423 (hereinafter referred to as Engineer):

WITNESSETH:

WHEREAS, Owner intends to add 20 new Public Water Supply Wells including all necessary piping, roads and electrical (primary and secondary) work necessary to provide water into the existing well field infrastructure system; and

WHEREAS, Owner requires certain professional engineering services in connection with the Project (hereinafter referred to as the Services); and

WHEREAS, Engineer is prepared and has the ability to provide such Services;

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE
The effective date of this Agreement shall be _____. The term of this contract commences on the Effective Date and continues without interruption for a term of 12 months, as set forth in Exhibit A-2, attached hereto 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 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 any increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE 2 - SERVICES TO BE PERFORMED BY ENGINEER
Engineer shall perform the Services described in Attachment A, Scope of Services, which is attached hereto and incorporated by reference as part of this Agreement.

ARTICLE 3 - COMPENSATION
Owner shall pay Engineer for Services in accordance with Attachment B, Compensation, which is attached hereto and incorporated by reference as part of this Agreement. Compensation for Design Phase and Bid Phase Services shall not exceed $778,500.00 without authorization by City Council.

ARTICLE 4 - STANDARD OF CARE
Engineer shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional engineer under similar circumstances at the same time and in the same locality.

ARTICLE 5 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for actual means, methods, techniques, sequences, procedures or safety precautions and programs used in connection with the Project by others. Engineer shall assist the Owner in the administering of its contracts with any vendor or other Project participant in order to fulfill contractual or other responsibilities to the Owner or to comply with federal, state and local laws, ordinances, regulations, rules, codes, orders, criteria and standards.

ARTICLE 6 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors' or vendors' methods of determining prices, or over competitive bidding or market conditions, Engineer's opinion of cost shall be made on the basis of qualifications and experience as a professional engineer.

Since Engineer has no control over the resources provided by others to meet contract schedules, Engineer's forecast schedules shall be made on the basis of qualifications and experience as a professional engineer. Engineer cannot and does not guarantee that proposals, bids or actual Project costs will not vary from his opinions of cost or that actual schedules will not vary from his forecast schedules.

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services, and in consideration of the promises contained in this Agreement, Engineer agrees to provide the indemnities set forth herein.

7.2 Indemnification. Engineer shall indemnify and hold City and City's elected officials, officers, agents, employees and independent contractors harmless, to the fullest extent permitted by law, from and against any and all claims, demands, damages, costs, liabilities and expenses, and including reasonable attorney's fees, as a result of, related to or arising from Engineer's negligent acts, errors, or omissions. The indemnity provided herein shall survive the expiration or termination of this Agreement for a period not to exceed three years.

7.3 Employee Claims. Engineer shall indemnity Owner against legal liability for damages arising out of claims by Engineer's employees. Owner shall indemnify Engineer against legal liability for damages arising out of claims by Owner's employees to the extent permitted by law.

7.4 Survival. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

ARTICLE 8 - INDEPENDENT CONTRACTOR

Engineer undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of its own performance and that of its subcontractors, agents and employees. Owner shall have no right to supervise the methods used, but Owner shall have the right to observe such performance. Engineer shall work closely with Owner in performing Services under this Agreement.

ARTICLE 9 - COMPLIANCE WITH LAWS

In performance of the Services, Engineer will comply with applicable regulatory requirements, including federal, state and local laws, rules, regulations, orders, codes, criteria and standards. Engineer shall possess the licenses necessary to allow Engineer to perform the Engineering Services. Engineer shall not be responsible for procuring permits, certificates and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 10 - INSURANCE

Prior to the time Engineer is entitled to commence any part of the Services under this Agreement, Engineer shall procure, pay for, and maintain the following insurance written by companies licensed in the State of Texas or meeting surplus lines requirements of Texas law and acceptable to Owner. The insurance shall be evidenced by delivery to Owner of one (1) certificate of insurance, executed by the insurer, listing coverage and limits, expiration date and term of policy, and certifying that the insurer is licensed to do business in Texas or meets the surplus lines requirements of Texas law, or by delivery to Owner of a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Agreement.

A. General Liability:
Engineer's insurance shall contain broad form contractual liability with a combined single limit of a minimum of $500,000 each occurrence and in the aggregate and shall include the following:
- Bodily Injury and Property Damage
- Broad Form Contractual Liability
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and complete operations.

B. Business Automobile Liability:
Engineer's insurance shall contain a combined single limit of at least $500,000 per occurrence, and include coverage for, but not limited to, the following:
- Bodily injury and property damage
- Any and all vehicles owned, used or hired

C. Workers' Compensation and Employer's Liability Insurance
Engineer shall elect to obtain workers' 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. Any termination of workers' compensation insurance coverage by Engineer or any cancellation or non-renewal of workers' compensation insurance coverage for the Engineer shall be a material breach of this Agreement. The Engineer may maintain Occupational Accident and Disability Insurance in lieu of Workers' Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

Employer's Liability with limits of at least $500,000 each accident, $500,000 by disease policy limit, and $500,000 by disease each employ shall also be obtained and maintained throughout the term of this agreement.

D. Other Insurance Requirements
Engineer's general liability and auto liability insurance policies through policy endorsement must include wording, which states that the policy shall be primary and non-contributory

with respect to any insurance carried by City of Lubbock. The certificate of insurance described must reflect that the above working is included in evidenced policies.

E. Professional Liability Insurance (including errors and omissions) with minimum limits of $1,000,000 per claim.

F. Consultant shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or subconsultant of Consultant to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage with insurance carriers admitted to do business in the state of Texas. The policies will be written on an occurrence basis and will be subject to minimum limits described in Article 10 of this Agreement.

Engineer shall furnish owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to Owner.

ARTICLE 11 - OWNER'S RESPONSIBILITIES
Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities, which is attached hereto and incorporated by reference as part of this Agreement. For purposes of this Agreement, Owner may act through its governing body or through administrative officials.

ARTICLE 12 - REUSE OF DOCUMENTS
All documents, including drawings, specifications and computer software, prepared by Engineer pursuant to this Agreement are instruments of service in respect to this Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of this Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer.

ARTICLE 13 - AMENDMENT, TERMINATION AND STOP ORDERS
This Contract may be altered or amended only by mutual written consent of both parties hereto and may be terminated by the Owner at any time by written notice to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise, immediately discontinue all work in connection with the performance of this Contract and shall proceed to cancel promptly all existing orders insofar as such orders are chargeable to this Contract. The Engineer shall submit a statement showing in detail the work performed under this Contract to the date of termination. The Owner shall then pay the Engineer promptly that proportion of the prescribed fee which applies to the work actually performed under this Contract, less all payments that have been previously made. Thereupon, copies of all completed work accomplished under this Contract shall be delivered to the Owner.

The Owner may issue a Stop Work Order to the Engineer at any time. Upon receipt of such order, the Engineer is to discontinue all work under this Contract and cancel all orders pursuant to the Contract, unless the order otherwise directs. If the Owner does not issue a Restart Order within 60 days after receipt by the Engineer of the Stop Work Order, the Engineer shall regard this Contract terminated in accordance with the foregoing provisions.

ARTICLE 14 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Engineer shall consider all information provided by Owner to be proprietary unless such information is available from public sources or determined to be public information pursuant to the Texas Public Information Act. Engineer shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of Owner or in response to legal process.

ARTICLE 15 - NOTICE

Any notice, demand or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

To Engineer: Parkhill, Smith & Cooper, Inc.
ATTN: Zane Edwards, P.E.
4222 85th Street
Lubbock, Texas 79423

To Owner: City of Lubbock
ATTN: Wood Franklin, P.E.
P.O. Box 2000
Lubbock, Texas 79457-0001

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 16 - UNCONTROLLABLE FORCES

Neither Owner nor Engineer shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, construction Contractor default or abandonment, failure on the part of the construction Contractor to otherwise pursue construction of the project, legislative actions, Owner-directed changes to design criteria or scope services once criteria and scope have been agreed upon, Owner-directed changes to plans after plans have been reviewed and approved (including partial submittal progress reviews), inability to procure permits, licenses or authorizations from any state, local or federal agency or person for any of the supplies, materials, accesses or services required to be provided by either Owner or Engineer under this Agreement.

Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch. The provisions of this Article shall not be interpreted or construed to require Engineer or Owner to prevent, settle or otherwise avoid a strike, work slowdown or other labor action. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable force preventing continued performance of the obligations of this Agreement.

ARTICLE 17 - GOVERNING LAW
This Agreement shall be governed by the laws of the State of Texas. Any suit brought to enforce any provision of this Agreement or for construction of any provision thereof shall be brought in Lubbock County, Texas.

ARTICLE 18 - MISCELLANEOUS
18.1 Nonwaiver. A waiver by either Owner or Engineer of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

18.2 Severability. The invalidity, illegality or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this Article shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

ARTICLE 19 - INTEGRATION AND MODIFICATION
This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the parties.

ARTICLE 20 - SUCCESSORS AND ASSIGNS
Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

ARTICLE 21 - ASSIGNMENT
Neither Owner nor Engineer shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Engineer from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of the Services hereunder.

ARTICLE 22 - SUBCONTRACTORS
No work herein called for by the Engineers shall be subcontracted to a subcontractor who is not acceptable to the Owner or assigned without prior written approval of the Owner. The Engineer shall require subcontracts to conform to the applicable terms of this Contract and include provisions which require subcontractor compliance with Owner's Rules.

ARTICLE 23 - THIRD PARTY RIGHTS
Nothing herein shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

ARTICLE 24 – 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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF LUBBOCK, TEXAS

APPROVED AS TO CONTENT:

Glen C. Robertson
Mayor

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

APPROVED AS TO CONTENT:

L. Wood Franklin, P.E.
City Engineer

PARKHILL, SMITH & COOPER, INC.

By:
Edwin E. Davis, P.E.
Vice President

Attest:
A. Zane Edwards, P.E.
Firm Principal

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ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES

Owner: City of Lubbock, Texas
Project: Bailey County Well Field Expansion – Design and Bid Phase

A DESCRIPTION OF SCOPE OF SERVICES

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

I. SERVICES

A. Services as defined by the tasks and man-hours in Exhibit A-1.

B. Services are to be provided according to the schedule shown in Exhibit A-2.

II. ADDITIONAL SERVICES

A. At the request of the Owner, the Engineer will provide Additional Services upon agreement between Owner and the Engineer defining the extent of such Additional Services and the amount and manner in which Engineer will be compensated for such Additional Services.

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

EXHIBIT A-1

SERVICES

TASKING, MAN-HOURS, REIMBURSABLES, AND SUBCONTRACTORS

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET

LOCATION CODE: 01
PROJECT NAME: LUBBOCK BAILEY CO WELL FIELD 2012
JOB NO.: 01-2764-12
TASK: 1PRE
DATE: 08/14/13

FEE TYPE: Hourly Rate w/Max
PREPARED BY: AZE
PRINCIPAL: AZE
PROJ. MANAGER: KSL

OVERHEAD RATE:
PROFIT ON LABOR:
PROFIT ON REIMB: 10.00%
PROFIT ON DIRECTS:

TOTAL FEE:	$250,807	LABOR:	$42,060
LABOR:	$42,060	DIRECTS:	
OVERHEAD:		SUBTOTAL:	$42,060
REIMB. CONSULTANTS:	$187,500		
REIMB. EXPENSES:	$2,270	REIMB. FEE:	$208,747
DIRECT CONSULTANTS:			
DIRECT EXPENSES:		TOTAL FEE:	$250,807

LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	22	$3,476
03	Engineer		
03	Engineer	248	$30,256
03	Engineer	56	$5,768
08	Engineering Technologist		
14	CADD Operator	32	$2,560
18	Clerical		

FEE ESTIMATING SHEET	PROJECT:	CK BAILEY CO WELL FIEL	JOB NO.:	01-2764-12	TASK:	1PRE

SALARY		CATEGORY OF PERSONNEL RATE PER HOUR							
		AZE	LN	KL	RK	JV	AC	LF	
		FP	ENG	ENG	ENG	ENG TECHNC	CADD OPT	CLERICAL	
TASK		01	03	03	03	08	14	18	
	Trips	$158.00	$122.00	$122.00	$103.00	$103.00	$80.00	$73.00	TOTAL
PRELIMINARY									
Obtain existing well field information									
Review existing information									
Verify Spacing at HPUWCD									
Model existing system									
Evaluate eixisting infrastructure									
Determine probable well locations									
Model proposed system									
Evaluate proposed infrastructure needs									
Evaluate design alternatives for proposed system									
Prepare OPC for construction									
TEST HOLES									
Coordiation on rig accessibility									
Coordinate test hole drilling with City and driller				8	16		8		32
Witness test hole drilling	25			200					200
Analyze test hole results		22		40	40		24		126
BUDGET SUBTOTALS: HOURS/ Trips -	25	22		248	56		32		358
SALARY		$3,476		$30,256	$5,768		$2,560		$42,060

FEE ESTIMATING SHEET REIMBURSABLES	PROJECT:	LUBBOCK BAILEY CO WE	JOB NO.: 01-2764-12	TASK:	1PRE

REIMBURSABLE CONSULTANT COSTS								SUBTOTAL
511 STRUCTURAL CONSULTANTS								
512 MECH/ELEC CONSULTANTS								
513 ENV & CIVIL CONSULTANTS								
514 LANDSCAPE CONSULTANTS								
515 TESTING CONSULTANTS								
516 SURVEYING CONSULTANTS								
517 INTERIOR DESIGN CONSULTANTS								
518 OTHER CONSULTANTS				Driller for Test Holes (25 test holes)				$187,500
				TOTAL REIMBURSABLE CONSULTANTS				$187,500

REIMBURSABLE EXPENSES								
521 TRAVEL/LODGING								
MOTEL	DAYS @		MEN @		/MANDAY	=		
AIR TRAVEL	AIR FARE @		MEN @		/MAN	=		
PARKING	DAYS @		/DAY			=		
CAR RENTAL	DAYS @		/DAY			=		
MILEAGE	160 MILES @	$0.485	@		25 TRIPS	=	$1,940.00	
						SUBTOTAL		$1,940
522 REPRODUCTIONS								
BLUELINE PRINTS		SHTS @	$2.55	@		8 SETS =		
SEPIA PRINTS		SHTS @	$8.51	@		SETS =		
PRINTING:								
ORIGINAL SET-UP COST		ORIGINALS	@	$0.15	/ORI.	=		
COST PER SHEET		SETS @	$0.08	/SHT	@	250 SHEETS =		
BINDING COST		SETS @	$2.00	/SET		=		
XEROX		SHTS @	$0.08	/SHT		=		
						SUBTOTAL		
523 MODEL/RENDERINGS/PHOTOS			Shots @		/Shot			
524 TELEPHONE	30 Calls @	$1.00	/Call					$30
525 MEALS	25 DAYS @	1	MEN @	$12.00	/MANDAY			$300
526 FIELD SUPPLIES								
528 POSTAGE	Mailings @		/Mailing					
529 PUBLICATIONS & SUBSCRIPTIONS								
530 MISC REIMBURSABLE EXP								
531 FAX	Pages @							
532 TEMPORARY PERSONNEL								
533 DRAFTING SUPPLIES								
534 OFFICE SUPPLIES								
535 CADD	32 HOURS @		/HOUR					
536 FIELD EQUIP RENTAL								
546 SOFTWARE								
					TOTAL REIMBURSABLE EXPENSES			$2,270

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET

LOCATION CODE:	01
PROJECT NAME:	LUBBOCK BAILEY CO WELL FIELD 2012
JOB NO.:	01-2764-12
TASK:	2DES
DATE:	08/14/13
FEE TYPE:	Hourly Rate w/Max
PREPARED BY:	AZE
PRINCIPAL:	AZE
PROJ. MANAGER:	KRL
OVERHEAD RATE:	
PROFIT ON LABOR:	
PROFIT ON REIMB:	10.00%
PROFIT ON DIRECTS:	

TOTAL FEE:	$484,699	LABOR:	$410,116
LABOR:	$410,116	DIRECTS:	
OVERHEAD:		SUBTOTAL:	$410,116
REIMB. CONSULTANTS:	$64,000		
REIMB. EXPENSES:	$3,802	REIMB. FEE:	$74,583
DIRECT CONSULTANTS:			
DIRECT EXPENSES:		TOTAL FEE:	$484,699

LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	324	$51,192
03	Engineer	280	$34,160
03	Engineer	1,090	$132,980
03	Engineer	944	$97,232
09	Engineering Technician	140	$14,420
14	CADD Operator	852	$68,160
18	Clerical	164	$11,972

FEE ESTIMATING SHEET	PROJECT:	ICK BAILEY CO WELL FIEL	JOB NO.:	01-2764-12	TASK:	2DES

SALARY		CATEGORY OF PERSONNEL							
		RATE PER HOUR							
		AZE/TS	LN/KS	KL	RK	JV	AC	LF	
		FP	ENG	ENG	ENG	ENG TECHNI	CADD OPT	CLERICAL	
TASK		01	03	03	03	09	14	18	
	Trips	$158.00	$122.00	$122.00	$103.00	$103.00	$80.00	$73.00	TOTAL
QA/QC		80	80					8	168
Project meetings	4	16		40	40			16	
GENERAL									
Coordinate and process survey		4	16	24	40				84
Coordinate easements and corridors		12	24	24	40		120	24	244
Overall project coordination	4	16	40	40	40				136
Landowner coordination	4	12	24					8	44
MUNICIPAL WATER WELL PACKAGE									
Well design		4		16	16		80		116
Design of screen and gravel				16	20			4	40
Individual pump and motor design		4	16	16	20		16		72
Well enclosure design				2	8		8		18
Prepare technical specifications		4		16	32			16	68
Submit well design to TCEQ				4	16		8	2	30
WELL FIELD COLLECTION LINE PACKAGE									
Typical piping design for at each well location				8	16		16		40
Design collection lines based on hydraulic model		4		16	64		40		124
Prepare plan and profile sheets		4		16	64	100	20		204
Prepare technical specifications collection lines		4		8	32			16	60
Design and spec air valves and blowoffs				16	32		24		72
Submit collection line plans to TCEQ				4	8		16	2	30
WELL FIELD ACCESS ROAD PACKAGE									
Test available caliche sources	2			8	16				24
Overall drainage design		4		16	64		16		100
Design drainage structures		4		32	24		16		76
Prepare typical design for well pads		4		4	8		16		32
Prepare plan and profile for roads		4		20	80		120		224
Prepare technical specifications for roads		4		4	8			16	32
WELL FIELD ELECTRICAL PACKAGE (Secondary)									
Survey and collect data on existing system		4	24	24					52
Coordinate motor control with pump Hp		4	12	40					56
Perform well field load calculations		4	20	80					104
Coordinate design with Primary electrical		4	24	40			40	4	112
WELL FIELD ELECTRICAL PACKAGE (Primary) SGS									
Review existing system	1	4		64	16				84
Meet with COOP	1	4							4
Model proposed and future system		4		148			80		232
Routing evaluation	4	4		32	32				68
Profile evaluation		4		32	32				68
Design Data		4		24					28
Prepare specifications		4		24				24	52
Structure Design		4			40		32		76
Spot Structures	8	4		32	32				68
Plan and Profile Sheets		4		80	12	40	160		296
Structure staking	8	4		40	12				56
Management/Meetings		80		80	80		24	24	288
BUDGET SUBTOTALS: HOURS/ Trips -	36	324	280	1090	944	140	852	164	3794
SALARY		$51,192	$34,160	$132,980	$97,232	$14,420	$68,160	$11,972	$410,116

FEE ESTIMATING SHEET REIMBURSABLES	PROJECT:	LUBBOCK BAILEY CO WE	JOB NO.:	01-2764-12	TASK:	2DES	
REIMBURSABLE CONSULTANT COSTS							SUBTOTAL
511 STRUCTURAL CONSULTANTS							
512 MECH/ELEC CONSULTANTS							
513 ENV & CIVIL CONSULTANTS							
514 LANDSCAPE CONSULTANTS							
515 TESTING CONSULTANTS							
516 SURVEYING CONSULTANTS							$64,000
517 INTERIOR DESIGN CONSULTANTS							
518 OTHER CONSULTANTS							
					TOTAL REIMBURSABLE CONSULTANTS		$64,000
REIMBURSABLE EXPENSES							
521 TRAVEL/LODGING							
MOTEL	DAYS @		MEN @		/MANDAY	=	
AIR TRAVEL	AIR FARE @		MEN @		/MAN	=	
PARKING	DAYS @		/DAY			=	
CAR RENTAL	DAYS @		/DAY			=	
MILEAGE	160 MILES @	$0.485	@		36 TRIPS**	=	$2,793.60
						SUBTOTAL	$2,794
522 REPRODUCTIONS							
BLUELINE PRINTS	15	SHTS @	$2.55	@	15 SETS	=	$573.75
SEPIA PRINTS		SHTS @	$8.51	@		SETS =	
PRINTING:							
ORIGINAL SET-UP COST	500	ORIGINALS	@	$0.15 /ORI.		=	$75.00
COST PER SHEET	15	SETS @	$0.08 /SHT	@	250 SHEETS	=	$300.00
BINDING COST	15	SETS @	$2.00 /SET			=	$30.00
XEROX		SHTS @	$0.08 /SHT			=	
						SUBTOTAL	$979
523 MODEL/RENDERINGS/PHOTOS			Shots @		/Shot		
524 TELEPHONE	30 Calls @	$1.00 /Call					$30
525 MEALS	DAYS @	1	MEN @	$12.00 /MANDAY			
526 FIELD SUPPLIES							
528 POSTAGE	Mailings @		/Mailing				
529 PUBLICATIONS & SUBSCRIPTIONS							
530 MISC REIMBURSABLE EXP							
531 FAX	Pages @						
532 TEMPORARY PERSONNEL							
533 DRAFTING SUPPLIES							
534 OFFICE SUPPLIES							
535 CADD	852 HOURS @		/HOUR				
536 FIELD EQUIP RENTAL							
546 SOFTWARE							
					TOTAL REIMBURSABLE EXPENSES		$3,802

** Trips are anticipated - 22 of these trips would be used by SGS for staking and located electrical structures is necessary.

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET

LOCATION CODE: 01
PROJECT NAME: LUBBOCK BAILEY CO WELL FIELD 2012
JOB NO.: 01-2764-12
TASK: 3BID
DATE: 08/14/13

FEE TYPE: Hourly Rate w/Max
PREPARED BY: AZE
PRINCIPAL: AZE
PROJ. MANAGER: KSL

OVERHEAD RATE:
PROFIT ON LABOR:
PROFIT ON REIMB: 10.00%
PROFIT ON DIRECTS:

TOTAL FEE:	$42,979	LABOR:	$41,592
LABOR:	$41,592	DIRECTS:	
OVERHEAD:		SUBTOTAL:	$41,592
REIMB. CONSULTANTS:			
REIMB. EXPENSES:	$1,261	REIMB. FEE:	$1,387
DIRECT CONSULTANTS:			
DIRECT EXPENSES:		TOTAL FEE:	$42,979

LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	32	$5,056
03	Engineer	80	$9,760
03	Engineer	72	$8,784
03	Engineer	152	$15,656
08	Engineering Technologist		
14	CADD Operator		
18	Clerical	32	$2,336

FEE ESTIMATING SHEET	PROJECT:	ICK BAILEY CO WELL FIEL	JOB NO.:	01-2764-12	TASK:	3BID

SALARY		CATEGORY OF PERSONNEL RATE PER HOUR							
		AZE/TS	LN/KS	KL	RK	JV	AC	LF	
		FP	ENG	ENG	ENG	ENG TECHNC	CADD OPT	CLERICAL	
TASK		01	03	03	03	08	14	18	
	Trips	$158.00	$122.00	$122.00	$103.00	$103.00	$80.00	$73.00	TOTAL
MUNICIPAL WATER WELL PACKAGE									
Coordinate bid opening with City	1			4	4				8
Assist contractors during bid phase			16	2	24			8	50
Attend the bid opening	1	4		4					8
Review bids				2	8				10
Make recommendation to the City	1	4		2	2				8
WELL FIELD COLLECTION LINE PACKAGE									
Coordinate bid opening with City	1			4	4				8
Assist constractors during bid phase			16	2	24			8	50
Attend the bid opening	1	4		4					8
Review bids				2	8				10
Make recommendation to the City	1	4		2	2				8
WELL FIELD ACCESS ROAD PACKAGE									
Coordinate bid opening with City	1			2	4				
Assist contractors during bid phase			16	4	24			8	
Attend the bid opening	1	4		4					
Review bids				4	8				
Make recommendation to the City	1	4		2	2				
WELL FIELD ELECTRICAL PACKAGE									
Coordinate bid opening with City	1			2	4				
Assist contractors during bid phase			32	16	24			8	
Attend bid opening	1	4		4					
Review bids				4	8				
Make recommendation to City	1	4		2	2				
BUDGET SUBTOTALS: HOURS/ SALARY	Trips - 12	32 $5,056	80 $9,760	72 $8,784	152 $15,656			32 $2,336	368 $41,592

FEE ESTIMATING SHEET	PROJECT:	LUBBOCK BAILEY CO WE	JOB NO.: 01-2764-12	TASK:	3BID
REIMBURSABLES					

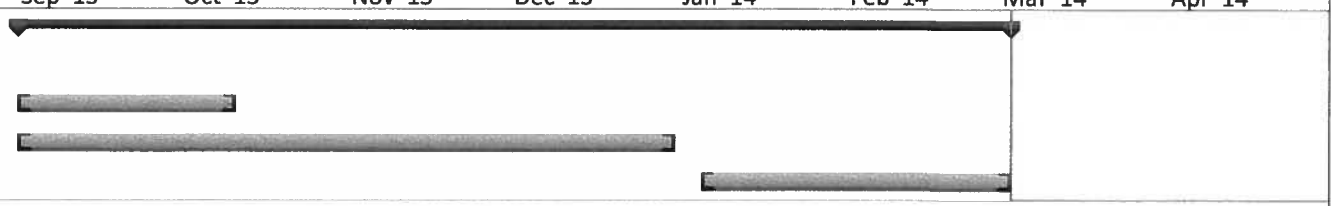
REIMBURSABLE CONSULTANT COSTS								SUBTOTAL
511 STRUCTURAL CONSULTANTS								
512 MECH/ELEC CONSULTANTS								
513 ENV & CIVIL CONSULTANTS								
514 LANDSCAPE CONSULTANTS								
515 TESTING CONSULTANTS								
516 SURVEYING CONSULTANTS								
517 INTERIOR DESIGN CONSULTANTS								
518 OTHER CONSULTANTS					Driller for Test Holes (25 test holes)			
					TOTAL REIMBURSABLE CONSULTANTS			
REIMBURSABLE EXPENSES								
521 TRAVEL/LODGING								
MOTEL	DAYS @			MEN @		/MANDAY	=	
AIR TRAVEL	AIR FARE @			MEN @		/MAN	=	
PARKING	DAYS @			/DAY			=	
CAR RENTAL	DAYS @			/DAY			=	
MILEAGE	160 MILES @	$0.485	@		12 TRIPS	=	$931.20	
						SUBTOTAL		$931
522 REPRODUCTIONS								
BLUELINE PRINTS		SHTS @	$2.55	@		8 SETS =		
SEPIA PRINTS		SHTS @	$8.51	@		SETS =		
PRINTING:								
ORIGINAL SET-UP COST		ORIGINALS	@	$0.15 /ORI.		=		
COST PER SHEET		SETS @	$0.08 /SHT	@		250 SHEETS =		
BINDING COST		SETS @	$2.00 /SET			=		
XEROX		SHTS @	$0.08 /SHT			=		
						SUBTOTAL		
523 MODEL/RENDERINGS/PHOTOS			Shots @	/Shot				
524 TELEPHONE	30 Calls @	$1.00 /Call						$30
525 MEALS	25 DAYS @	1	MEN @	$12.00 /MANDAY				$300
526 FIELD SUPPLIES								
528 POSTAGE	Mailings @	/Mailing						
529 PUBLICATIONS & SUBSCRIPTIONS								
530 MISC REIMBURSABLE EXP								
531 FAX	Pages @							
532 TEMPORARY PERSONNEL								
533 DRAFTING SUPPLIES								
534 OFFICE SUPPLIES								
535 CADD	HOURS @	/HOUR						
536 FIELD EQUIP RENTAL								
546 SOFTWARE								
						TOTAL REIMBURSABLE EXPENSES		$1,261

EXHIBIT A-2

SCHEDULE

Bailey County Well Field Expansion

ID	Start	Finish
1	**Mon 9/2/13**	**Mon 3/3/14**
2	Mon 9/2/13	Fri 10/11/13
3	Mon 9/2/13	Tue 12/31/13
4	Mon 1/6/14	Mon 3/3/14



ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES

Owner: City of Lubbock, Texas
Project: Bailey County Well Field Expansion –Design and Bid Phase

COMPENSATION

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

A. GENERAL

1. The Engineer will be paid on an hourly rate basis not to exceed amounts shown in Table B-1 and subcontract personnel services will be billed at cost. Engineer and subcontractor reimbursable expenses will be billed at cost plus 10 percent surcharge. Reimbursable expenses are shown in Table B-1.

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

3. It is understood and agreed that the maximum billings of each of the items listed below are based on the start of Services being authorized not later than October 1, 2013. If start of Basic Services is not authorized by date given, it is understood and agreed that the upper billing limit may be adjusted accordingly by a supplement to this Agreement.

4. Monthly payments shall be made to the Engineer by the Owner based on Engineer's statement. The statement shall be itemized to indicate the amount of work performed and the associated reimbursable expenses and subcontract costs. The itemized statements will include the percentage complete for each task. This information will be used by the Owner to track the earned value of work completed to date.

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

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

7. The Engineer shall provide adequate resources to complete the services described herein within twelve (12) months of the date of the Owner's notice-to-proceed to the Engineer.

B. SERVICES

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

	PSC	Sub-consultants	Total
Preliminary	$ 63,300.00	$ 187,500.00	$ 250,800.00
Design Phase	$ 313,800.00	$ 170,900.00	$ 484,700.00
Bid Phase	$ 34,000.00	$ 9,000.00	$ 43,000.00
Total	$ 411,100.00	$ 367,400.00	$ 778,500.00

TOTAL SERVICES NOT TO EXCEED WITHOUT AUTHORIZATION $ 778,500.00

C. ADDITIONAL SERVICES

Additional services must be authorized in writing by the Owner.

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

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

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

Owner: City of Lubbock, Texas
Project: Bailey County Well Field Expansion –Design and Bid Phase

COMPENSATION RATES

Hourly fees listed herein will apply through the term of the twelve (12) month contract, and apply until December 31, 2013. The rates may be evaluated for modification after January 1, 2014 by multiplying the hourly fee by the Consumer Price Index increase published on or after January 1, 2014.

A. PROFESSIONAL SERVICES

Standard hourly billing rates for Parkhill, Smith and Cooper and SGS Engineering are attached.

B. REIMBURSABLE EXPENSES

The following expenses are reimbursable:

1. Travel, subsistence and incidental costs.
2. Use of motor vehicles on a monthly basis for assigned vehicles and on a current mileage basis or rental cost basis for vehicles used for short periods.
3. Long distance telephone costs and project "onsite" telephone costs.
4. Reproduction of reports, drawings and specifications.
5. Postage, shipping or hand delivery charges for project-related materials.
6. Computer time charges, including program use charges.
7. Rental charges for use of equipment.
8. Cost of acquiring any other materials or services specifically for and applicable to only this Project.

Compensation of reimbursable expenses shall be at cost plus a ten (10) percent surcharge.

Parkhill, Smith & Cooper, Inc.
Hourly Rate Schedule
Current through December 31, 2013

Client: City of Lubbock
Project: Bailey County Well Field Expansion
Agreement Date: September 2013

January 1, 2013

Classification	Hourly Rate
PROFESSIONAL LEVEL VII	$187.00
Engineer VII	
Architect VII	
Landscape Architect VII	
Interior Designer VII	
PROFESSIONAL LEVEL VI	$158.00
Engineer VI	
Architect VI	
Landscape Architect VI	
Interior Designer VI	
PROFESSIONAL LEVEL V	$141.00
Engineer V	
Architect V	
Landscape Architect V	
Interior Designer V	
PROFESSIONAL LEVEL IV	$122.00
Engineer III, IV	
Architect IV, Intern (Architect) IV	
Landscape Architect IV	
Interior Designer IV	
Technologist IV	
Resident Project Representative IV	
PROFESSIONAL LEVEL III	$103.00
Engineer I/II	
Architect III, Intern (Architect) III	
Landscape Architect III	
Intern (Landscape Architect) III	
Interior Designer III	
Technologist III	
Resident Project Representative III	
PROFESSIONAL LEVEL II	$91.00
Intern (Architect) II	
Interior Designer II, Intern (Interiors) II	
Landscape Architect II	
Technologist II	
Resident Project Representative II	
Clerical Supervisor II	

Classification	Hourly Rate
PROFESSIONAL LEVEL I	$83.00
Intern (Architect) I	
Intern (Interiors) I	
Intern (Landscape Architect) I	
Technologist I	
Resident Project Representative I	
Clerical Supervisor I	
SUPPORT STAFF III	$80.00
Engineering Technician III, IV	
CADD III, IV	
Administrative Secretary III	
Architect Technician III, IV	
Project Assistant I/II	
SUPPORT STAFF II	$73.00
Architect Technician I, II	
Engineering Technician I, II	
CADD I, II	
Accounting Clerk I, II	
Administrative Secretary I, II	
Project Assistant EL	
Word Processor I, II	
Receptionist I, II	
File Clerk I	
SUPPORT STAFF I	$42.00
Architectural Student EL	
Engineering Student EL	
Landscape Architecture Student EL	
Interiors Student EL	
CADD EL	
Accounting Clerk EL	
Word Processor EL	
Receptionist EL	
File Clerk EL	

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, 2013 through December 31, 2013. After December 31, 2013, invoices will reflect the Schedule of Charges currently in effect.

SGS

ENGINEERING, LLC

2013 COOPERATIVE BILLING RATES

01/01/2013

BILLING CLASSIFICATION	2013 RATE	EMPLOYEE
Partner 5	138	Owens
Partner 4	128	M. Smith, Payne, L. Teal, Bow, Neal
Partner 3	120	
Partner 2	112	
Partner 1	104	
Senior Professional Engineer 5	138	
Senior Professional Engineer 4	128	Richardson, Wolgamott
Senior Professional Engineer 3	120	
Senior Professional Engineer 2	112	
Senior Professional Engineer 1	104	
Associate Professional Engineer 5	120	
Associate Professional Engineer 4	113	Manuel, McDonald
Associate Professional Engineer 3	106	
Associate Professional Engineer 2	99	
Associate Professional Engineer 1	92	
Graduate Engineer 5	96	
Graduate Engineer 4	90	Brown
Graduate Engineer 3	84	C. Smith
Graduate Engineer 2	78	VanDeventer, Alvarez
Graduate Engineer 1	72	Stirling, Waller, Kunze, Ramireddy
Senior Staff 7	121	Sarkis, Gene Smith
Senior Staff 6	115	Cobb
Senior Staff 5	109	
Senior Staff 4	103	
Senior Staff 3	97	
Senior Staff 2	91	
Senior Staff 1	85	Pattison

2013 COOPERATIVE BILLING RATES		
BILLING CLASSIFICATION	**2013 RATE**	**EMPLOYEE**
Construction Services 5	82	Wilson, Gene Smith, Reddin
Construction Services 4	78	Keesee, Sears
Construction Services 3	74	Gale Smith
Construction Services 2	70	
Construction Services 1	66	
Senior Technician 5	81	Shaw, Cisneros, Giovannetti, Dudley
Senior Technician 4	77	
Senior Technician 3	73	Sevey, Hawkins
Senior Technician 2	69	
Senior Technician 1	65	
Lead Technician 5	68	Louder
Lead Technician 4	65	
Lead Technician 3	62	Hernandez, Torres
Lead Technician 2	59	Benishek
Lead Technician 1	56	
Associate Technician 5	59	
Associate Technician 4	56	McNabb
Associate Technician 3	53	
Associate Technician 2	50	
Associate Technician 1	47	Whitson
Administrative Assistant 5	58	
Administrative Assistant 4	55	A Teal
Administrative Assistant 3	52	Westbrook
Administrative Assistant 2	49	Dunn
Administrative Assistant 1	46	

2013 COOPERATIVE
RATE SHEET ATTACHMENT
SPECIAL CHARGES AND ADDERS
(1/1/2013 through 12/31/2013)

PER DIEM	$125.00 per Day
EXPENSES	Actual Out-of-Pocket
MILEAGE	On-Road: IRS Allowable Off-Road: IRS Allowable plus $0.04
4-WHEELER	$75.00 Per Day
GPS SURVEY EQUIPMENT	$350.00 Per Day
RANGER	$250.00 Per Day
RANGER + GPS SURVEY	$600.00 Per Day
RELAY TEST EQUIPMENT (OMICRON)	$500.00 Per Day or $1,800.00 Per Substation Checkout
WORK ORDER INSPECTIONS	$525.00 Per Day plus Expenses

NOTE: Billing of specialty charges may include a 10% administration fee.

NOTE: Specialty rates may be applicable for Forensic, Wind, and System Protection services as determined by SGS Engineering on a project basis. These rates are available upon request.

ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES

Owner: City of Lubbock, Texas
Project: Bailey County Well Field Expansion –Design and Bid Phase

OWNER'S RESPONSIBILITIES

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

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

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

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

4. Full disclosure regarding the Project.

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

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

7. Provide such legal accounting, independent cost estimating and insurance counseling services as may be required for the Project and such auditing services as Owner may require to ascertain how or for what purpose any contractor has used the monies paid to him under the construction contract.

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

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

10. Furnish, or direct Engineer to provide, necessary Supplemental Services as stipulated in Attachment A of this Agreement or other services as required.

11. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of a hazardous environmental condition or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services or in the work of any Contractor.

12. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

13. Bear all costs incident to compliance with the requirements of this Attachment C.

City of Lubbock, TX
Capital Project
Project Cost Detail
September 26, 2013

Capital Project Number:	91003
Capital Project Name:	Bailey County Well Field Improvements

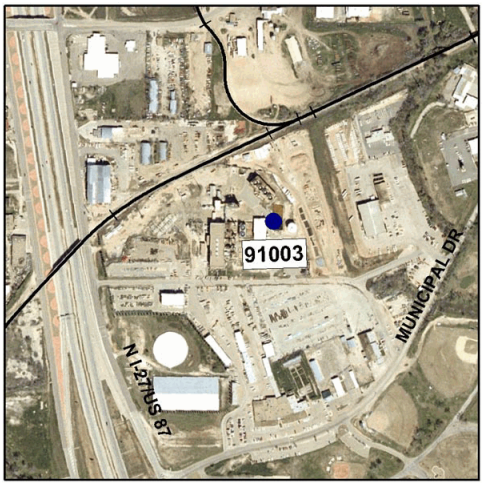
		Budget
Encumbered/Expended		
Parkhill, Smith, and Cooper Contract #6924	$	211,134
Complete Power Pole Inspection Contract #8385		1,224,052
Acosta Drilling Contract #8140		785,729
Deerwood Construction, Inc. Contract #8493		575,191
South Plains Communication		19,919
Wilson Drilling		59,820
Parkhill, Smith, and Cooper Contract #10764		94,955
Administrative and Advertising		6,801
Electrical System Rehabilitation Phase 1 & 2		449,510
Agenda Item September 26, 2013		
Parkhill, Smith, and Cooper Contract		778,500
Encumbered/Expended To Date		4,205,611
Estimated Costs for Remaining Appropriation		
Construction		14,444,649
Remaining Appropriation		14,444,649
Total Appropriation	$	18,650,260

Managing Department **Water Production**

Project Manager **Bruce Blalack**

Project Classification **Master Plans/Studies**

Project Status **Approved**



Project Scope

In the Bailey County Well Field, drill sufficient wells to restore production capacity to more than 60 million gallons per day (mgd) and maintain existing infrastructure. The project ensures an adequate production capacity buffer to consistently produce the current 40 mgd pipeline supply capacity when a portion of the wells are inoperable due to mechanical interruptions, electrical malfunctions, lightning strikes, etc. The project is consistent with the objectives of the City's Strategic Water Plan.

Project Justification

During the past 20 years, extended drought periods have resulted in a declining water table causing production from existing wells in the Sandhills Well Field to decline from more than 60 mgd to approximately 50 mgd. There is a need for extensive maintenance on the electric system that provides power to the Bailey County Sandhills Well Field necessary to ensure electic power to the 150 production wells. The extensive age of the well field electric system has resulted in increased concern about reliability and safety. In recent years, extensive wind loading has resulted in power interruptions and brush fires.

Project History

$200,000 was appropriated in FY 2004-05, Ord. No. 2005-00031, March 24, 2005.
$1,480,000 was appropriated in FY 2005-06 Budget, Ord. No. 2005-00106, September 8, 2005.
$520,000 was appropriated in FY 2005-06 Budget Amendment No. 14, Ord. No. 2006-00040, Apirl 13, 2006.
$698,820 was appropriated in the FY 2007-08 Budget, Ord. No. 2007-00091, September 13, 2007.
$404,860 was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
$346,580 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
$10 million was appropriated in the FY 2011-12 Budget Amendment No. 11, Ord. No. 2012-O0016, March 6, 2012.
$5.0 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

		Unappropriated Planning Years						
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	18,650,260	0	0	0	0	0	0	18,650,260
Total Project Appropriation	18,650,260	0	0	0	0	0	0	18,650,260

		Unappropriated Planning Years						
Funding Detail	Funding to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
2003 Tax and Waterworks Revenue CO's	200,000	0	0	0	0	0	0	200,000
FY 2006 Water Revenue CO's	2,000,000	0	0	0	0	0	0	2,000,000
FY 2008 Water Revenue CO's	2,175,888	0	0	0	0	0	0	2,175,888
FY 2009 Water Revenue CO's	1,175,000	0	0	0	0	0	0	1,175,000
FY 2010 Water Revenue CO's	12,995,692	0	0	0	0	0	0	12,995,692
Water Utility Pay-As-You-Go	103,680	0	0	0	0	0	0	103,680
Total Funding Sources	18,650,260	0	0	0	0	0	0	18,650,260

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

Meeting Date: 09/26/2013

Information

Agenda Item

Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to sign into policy the "City of Lubbock Underground Utility Duct System: Ownership, Maintenance, & Repair Policy".

Item Summary

The Downtown Revitalization Action Plan includes the relocation of overhead utilities in the downtown area to an underground duct system. The duct system occupies a trench that is backfilled with cement stabilized native material to assure optimum compaction then the trench is then capped by a standard sidewalk.

To ensure continued integrity of the duct system, this policy has been prepared to define constuction and maintenance responsibilities of the City of Lubbock and the occupying utility providers.

Fiscal Impact

No impact

Staff/Board Recommending

R. Keith Smith, Director of Public Works

Attachments

Resolution - Underground Utility Duct System

Duct Policy

RESOLUTION

WHEREAS, the City of Lubbock, as a home rule municipality, has exclusive control over and under the streets and alleys of the city; and

WHEREAS, the city Council of the City of Lubbock determined July 14, 2011 in Resolution 2011-R0287, that it was "reasonably necessary for all utilities located overhead in the streets and alleys of the downtown area to be relocated into an underground duct system as this public improvement is installed by the City of Lubbock;" and

WHEREAS, Phase I of the installation of the underground duct system is nearing completion and the affected utilities are relocating their lines into the individual color-coded conduits within the underground duct system that are reserved for each utility; and

WHEREAS, the City desires to establish policies to govern ownership, maintenance, repair, and other activities within the public right-of-way regarding the underground utility duct system; NOW THEREFORE,

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

THAT the attached "City of Lubbock Underground Utility Duct System: Ownership, Maintenance, & Repair Policy" is hereby adopted.

Passed by the City Council on_____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Linda L. Chamales,
Economic Development Attorney

City Att / Linda Res-Downtown underground utilities policy
August 12, 2013

CITY OF LUBBOCK UNDERGROUND UTILITY DUCT SYSTEM: OWNERSHIP, MAINTENANCE, & REPAIR POLICY

The underground utility duct system is a public improvement designed, paid for, and installed in the right-of-way of the downtown area by the Central Business District Tax Increment Financing Reinvestment Zone ("CBD TIF") of the City of Lubbock to create a safe, attractive, and pedestrian friendly environment for the citizens living, working, and visiting downtown Lubbock. As redevelopment occurs, overhead utilities will be relocated into the underground utility duct system. Inside the duct system, an individual color-coded conduit(s) is provided for each Utility to house its wires, cables, and/or related transmission equipment (its "facilities"). Relocation will promote the health, safety and welfare of the general public by lessening congestion in the streets, providing safety from fire and other dangers, as well as facilitating adequate provisions for transportation, utilities, and other public requirements and thereby promoting the general good and welfare of the public.

This policy is intended to clarify the ownership, maintenance, and repair responsibilities of the City and the public or private utilities occupying the conduits within the Underground Utility Duct System. The City of Lubbock Engineer or his designee shall implement this policy and oversee its administration.

I. OWNERSHIP

a. The public improvement known as the Underground Utility Duct System is owned by the City of Lubbock.

b. At the time that any utility, public or private, occupies one or more of the color-coded conduits with its facilities, ownership of the conduits and the pull boxes will transfer to the occupying utility ("Utility"). Upon removal, conduits and pull boxes must be returned to the City in good working condition. When the Utility no longer occupies the conduit and the pull boxes, ownership reverts to the City of Lubbock.

II. MAINTENANCE

a. The City of Lubbock will maintain the Underground Utility Duct System as a public improvement, subject to paragraph b, below.

b. Each Utility will be responsible for maintaining their facilities and the color-coded conduits and pull boxes through which their facilities run.

III. DAMAGE AND REPAIRS

a. Any person, firm, corporation, or utility responsible for damages to the existing Underground Utility Duct System or the existing conduits and facilities therein shall pay for the cost of repairing same. All

repairs to public surface improvements will be subsidiary to conduit repairs. If the party responsible for the damages cannot be located, the City will be responsible for repairing damage to any unoccupied color-coded conduits and the individual Utilities will be responsible for repairs to their facilities and to their color-coded conduits and pull boxes.

b. In the course of installation, operation and maintenance of the Utility's facilities and color-coded conduits and ports, each Utility shall use due care, and any damage to the Underground Utility Duct System shall, at the option of the City, be either repaired by and the cost paid by the Utility, or repaired by the City and the cost thereof charged to the Utility. In performing work on the pull boxes and conduits, Utilities shall use only competent employees and contractors, approved by the City of Lubbock Engineer, who are knowledgeable in the work to be performed and who are familiar with the facilities and safe practices utilized in, on or around the pull boxes and conduits.

c. Any person, firm, corporation or utility requiring a paving cut or excavation for maintenance or repairs to the underground Utility Duct System or one of the existing conduits and facilities shall comply with the requirements of Chapter 36 of the City of Lubbock Code of Ordinances and the City of Lubbock Utility Excavation Manual with regard to all applicable provisions, including permits, field utility coordination, backfill, compaction, and pavement restoration.

d. Each Utility within the Underground Utility Duct System must mark underground lines in the Duct System if necessary, in accordance with state and local law, when notified of a request for a utility locate under the Texas Excavation Safety System (TESS).

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

Meeting Date: 09/26/2013

Information

Agenda Item

Contract Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 11509 with Freese and Nichols, Inc. (FNI) for engineering services associated with the design of pump station intake metering.

Item Summary

The City Water Department does not have intake flow metering on the inflow pipelines for six of the twelve City pump stations. Intake flow metering is essential for water audit, leak detection, redundant billing meter verification, and tank balancing. Plant staff currently estimates calculations based on Supervisory Control and Data Acquisition (SCADA) readings at other points within the system.

This project will provide design services and construction documents for electrical and SCADA elements of the proposed intake metering project at pump stations 3, 4, 6, 8, and an additional point in the distribution system between pump stations 9 and 4. FNI is currently under contract with the City for design of Emergency Generators at the pump stations. FNI will perform these contracts concurrently allowing for coordination of site visits saving both time and travel and standardization of electrical and SCADA at the pump stations.

Staff recommends execution of this contract with FNI as negotiated for a fair and reasonable not-to-exceed amount of $164,437.

Fiscal Impact

$1,906,875 is appropriated in Capital Improvement Project 91033, Pumping System Improvements, with $164,437 available for this purpose.

Staff/Board Recommending

R. Keith Smith, PE, Director of Public Works

Attachments

Resolution
Signed Contract
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, Professional Services Contract for the electrical, instrumentation and SCADA design for the pump station intake metering project, by and between the City of Lubbock and Freese and Nichols, Inc. of Fort Worth, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.PSC-Freese & Nichols
August 26, 2013

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS §
COUNTY OF LUBBOCK §

This contract, (the "Contract" or "Agreement"), effective as of the ___ day of _____, 2013 (the "Effective Date"), is by and between the City of Lubbock, (the "City"), a Texas home rule municipal corporation, and Freese and Nichols, Inc., ("ENGINEER") a Texas professional corporation authorized to conduct business in Texas.

WITNESSETH

WHEREAS, the City desires to obtain professional engineering services related to the Design of the Pump Station Intake Metering Project (the "Activities"); and

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

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

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

ARTICLE I. TERM

The term of this Contract commences on the Effective Date and continues without interruption for a term of 180 days, as set forth in Exhibit "A", attached hereto 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 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 any 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 Basic Services based on hourly rates an amount not to exceed $164,437 per Exhibit "B".

ARTICLE III. TERMINATION

A. General. City may terminate this Contract, for any reason or convenience, upon thirty (30) days written notice to ENGINEER. In the event this Agreement is so terminated, the City shall only pay Engineer

for services actually performed by Engineer up to the date Engineer is deemed to have received notice of termination as provided herein.

B. Termination and Remedies. In the event ENGINEER breaches any term and/or provision of this Contract the City shall be entitled to exercise any right or remedy available to it by this Contract, at law or equity, including without limitation, 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.

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 or ordinance 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 by 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 Pump Station Intake Metering Project, as defined in Exhibit "A," "Scope of Work".

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 an 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, 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. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

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

Professional Liability:
Combined Single Limit: $1,000,000

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

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

The City shall be listed as a primary 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 of Lubbock.

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.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

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 OF TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

B. ENGINEER 's Address. ENGINEER 's address and numbers for the purposes of notice are:
Freese and Nichols, Inc.
Attn: Jeffrey N. Hensley, P.E.
4055 International Plaza, Suite 200
Fort Worth, Texas 76109
Telephone: (817) 735-7369
Facsimile: (817) 735-7491

C. City's Address. The City's address and numbers for the purposes of notice are:
City of Lubbock
Attn: John Turpin, P.E.
P. 0. Box 2000
1625 13th Street
Lubbock, Texas 79401
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 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," 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 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:

R. Kent Smith FOR
L. Wood Franklin, P.E., City Engineer

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

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

FREESE AND NICHOLS, INC.

By: _____
Name: Donald W. Lampe, P.E.
Title: Principal

EXHIBIT A
SCOPE OF SERVICES FOR
PUMP STATION INTAKE METERING

GENERAL:

The Pump Station Intake Metering Project includes the following:

- Design of Electrical, Instrumentation, and SCADA for flow meters/vaults at the following sites:
  - –Pump Station No.8
  - –Pump Station No.6
  - –Pump Station No.4
  - –Pump Station No.3
  - –North Side (between Pump Station 3,4, & 9)

- Bid and Construction Phase Services for the sites listed above.
- All items within this project scope shall be "as needed". The OWNER reserves the right to remove specific items in this Scope at the discretion of the City's OWNER'S Representative.

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

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

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

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

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

2. Provide administration and management of The Project. Review ongoing activities of all parties. Monitor schedule monthly. Monitor and update budget at milestones.

3. Assist the OWNER with coordination of start-up, and other issues. A total of four meetings, with one of the meetings being the kickoff meeting, are included.

4. Provide monthly update reports which include the following:
   - Status of the work
   - Major tasks to be completed in the next month
   - Discussion of major issues
   - Scope changes to project scope or Engineer's scope
   - Project budget update (if major changes since the last update)
   - Project schedule update (if major changes since the last update)
   - Status of deliverables

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

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

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

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

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

5. 95% Review for Flow Meter Vaults: Furnish OWNER one (1) PDF copy of preliminary (95%) plans, technical specifications, marked "Preliminary" for approval by OWNER. FNI will meet with the OWNER to present the preliminary plans and specifications and receive comments for each meter vault site. Upon final approval by OWNER, FNI will complete the plans and specifications and provide OWNER four (4) sets of copies of "Final" plans (full size) and specifications and one (1) PDF copy of plans and specifications. Review documents will include all drawing sheets and specifications with some minor corrections and notes still remaining.

6. Assist the City in preparing bidder's proposal forms (project quantities) of the electrical, instrumentation, and SCADA improvements to be constructed.

7. Prepare opinion of probable construction cost at 95% Reviews and 100% Submittal, if any changes occur.

C. BID AND AWARD PHASE: Bid and Award Phase Services are included and shall include the following:
   1. Prepare Addendums
   2. Answer questions from bidders

D. CONSTRUCTION PHASE SERVICES: Construction Phase Services are included and shall include the following:

   1. Reviewing shop drawings for items associated with the Electrical, Instrumentation, and SCADA design.
   2. Answering Contractor RFIs
   3. Conducting one site visit per flow meter vault site to develop punch list

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

- 95% Flow Meter Design - Submit 95% review submittal within 30 calendar days of written notice to proceed for each meter vault site.
- Final Flow Meter Design - Submit final design submittal within 10 calendar days of design submittal review meeting with the City.

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

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

DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

Owner's Designated Representative – John Turpin, 1625 13th Street, Lubbock, Texas 79401; Phone 806-775-2342; email: JTurpin@mail.ci.lubbock.tx.us

Owner's Project Manager – Greg Baier, 1625 13th Street, Lubbock, Texas 79401; Phone 806-775-2394; email: GBaier@mail.ci.lubbock.tx.us

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

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

EXHIBIT A, PART 2 - ADDITIONAL SERVICES
PUMP STATION INTAKE METERING

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

A. Conducting topographical site surveys.

B. GIS mapping services or assistance with these services.

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

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

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

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

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

H. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by OWNER.

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

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

K. Conducting pilot plant studies or tests.

L. Design of alternates for alternate bidding.

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

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

O. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).

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

Q. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.

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

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

T. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the OWNER.

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

V. Additional compensation may be requested by FNI if the project is unduly prolonged due to delays beyond the control of FNI.

W. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

EXHIBIT A, PART 3 – OWNER'S RESPONSIBILITIES
PUMP STATION INTAKE METERING

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

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

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

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

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

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

F. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

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

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

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

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

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

EXHIBIT B - BUDGET

CITY and ENGINEER have established a not-to-exceed budget of $164,437.00 to complete all services under this Task Order. This amount will not be exceeded without a contract amendment. CITY will pay the ENGINEER hourly, for services identified in Exhibit A, based on ENGINEERS Fee Schedule presented as EXHIBIT D. Subconsultant services will be billed at cost to ENGINEER with a 10 percent handling fee. 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.

The Budget is presented in Exhibit C. CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

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

This contract assumes that all work will be completed within 180 days from the Notice to Proceed.

EXHIBIT C

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

Pump Station Intake Metering

1. Budget Amount by Scope Item Task

Task No.	Task Name	Budget
1	Kick-Off Meeting (1)/Design Development	$10,400
2	Data Gathering	$18,119
3	95% & 100% Plans/Specifications	$69,237
4.	Meetings (3)/Communications	$22,067
5.	Bid & Construction Phases	$44,614
	TOTAL (Not to Exceed)	**$164,437**

COMPENSATION

Compensation to Freese and Nichols shall be based on the following Schedule of Charges: Not to Exceed: The total fee for Basic Services in Attachment SC shall be computed on the basis of the Schedule of Charges, but shall not exceed One Hundred and Sixty Four Thousand Four Hundred Thirty Seven Dollars ($164,437.00). 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 Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

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

Rates for In-House Services

Technology Charge	Bulk Printing and Reproduction	
$8.50 per hour	Black and White	$0.10 per copy
	Color	$0.50 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	$5.75 per book

OTHER DIRECT EXPENSES:

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

FNI _____

OWNER _____

Freese and Nichols, Inc.

Lubbock Intake Metering Stations
7/26/2013
Detailed Cost Breakdown

Project Fee Summary	
Basic	$ 164,437
Special	$ -
Total Project	$ 164,437

Basic Services

Phase	Task	Employee	Jeff Hensley		Wade Zemlock	Rebecca Sandoval	Pam Mastin												Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort
		Project Role																					
		Hourly Bill Rate	$222.60	$247.00	$182.70	$144.90	$142.80																
		PROJECT MANAGEMENT																		$ -	$ -	$ -	$ -
		Project Management Tasks	45																45	$ 10,017	$ 383	$ -	$ 10,400
		Field Investigations/Gather Data	36			36													72	$ 13,230	$ 3,123	$ -	$ 16,353
		Coordinate with LP&L (North Side Vault)	1			10													11	$ 1,672	$ 94	$ -	$ 1,766
		95% Design Submittal (Plans & Specs)	20			100	100												220	$ 33,222	$ 1,870	$ -	$ 35,092
		Meetings to Review with City	48			48													96	$ 17,640	$ 4,427	$ -	$ 22,067
		100% Design Submittal (Plans & Specs)	20			60	60												140	$ 21,714	$ 1,190	$ -	$ 22,904
		Cost Estimates	2			10													12	$ 1,895	$ 102	$ -	$ 1,997
		QA/QC	40																40	$ 8,904	$ 340	$ -	$ 9,244
		Bid Phase	10			10	10												30	$ 5,103	$ 255	$ -	$ 5,358
		Review submittals/answer RFIs	8			100													108	$ 16,271	$ 918	$ -	$ 17,189
		Walk-thru/punch list	48			48													96	$ 17,640	$ 4,427	$ -	$ 22,067
																				$ -	$ -	$ -	$ -
																				$ -	$ -	$ -	$ -
																				$ -	$ -	$ -	$ -
																				$ -	$ -	$ -	$ -
																				$ -	$ -	$ -	$ -
																				$ -	$ -	$ -	$ -
																				$ -	$ -	$ -	$ -
																				$ -	$ -	$ -	$ -
		Total Basic Services Hours	278			422	170												870	$ 147,388	$ 17,129	$ -	$ 164,437
		Total Basic Services Labor Effort	$ 61,883	$ -	$ -	$ 61,148	$ 24,276	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -					

Phase	Task	Expenses	Tech Charge	Print Shop - Binding	Print Shop - B&W	Print Shop - Color	Print Shop - Plotter - Bond	Print Shop - Binding	Print Shop - Plotter - Other	Miles	Travel								Total Exp Effort
		PROJECT MANAGEMENT																	$ -
		Project Management Tasks	45																$ 383
		Field Investigations/Gather Data	72							500	2000								$ 3,123
		Coordinate with LP&L (North Side Vault)	11																$ 94
		95% Design Submittal (Plans & Specs)	220																$ 1,870
		Meetings to Review with City	96							500	3000								$ 4,427
		100% Design Submittal (Plans & Specs)	140																$ 1,190
		Cost Estimates	12																$ 102
		QA/QC	40																$ 340
		Bid Phase	30																$ 255
		Review submittals/answer RFIs	108																$ 918
		Walk-thru/punch list	96							500	3000								$ 4,427
																			$ -
																			$ -
																			$ -
																			$ -
																			$ -
																			$ -
		Total Basic Services Items	870	-	-	-	-	-	-	1,500	8,000	-	-	-	-	-	-	-	
		Total Basic Services Expenses Effort	$ 7,395	$ -	$ -	$ -	$ -	$ -	$ -	$ 932	$ 8,800	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 17,129

Phase	Task	Subconsultants	[Name 1]	[Name 2]	[Name 3]	[Name 4]													Total Sub Effort
																			$ -
																			$ -
																			$ -
																			$ -
																			$ -
																			$ -
																			$ -
																			$ -
																			$ -
																			$ -
		Total Basic Services Subconsultants Cost	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
		Total Basic Services Subconsultants Effort	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

City of Lubbock, TX
Capital Project
Project Cost Detail
September 26, 2013

Capital Project Number:	91033
Capital Project Name:	Pumping System Improvements

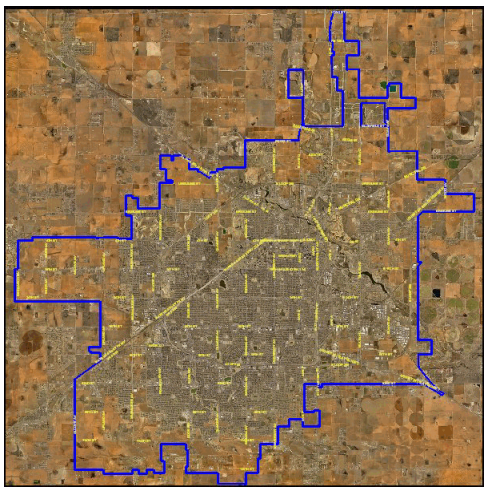
		Budget
Encumbered/Expended		
City of Lubbock staff time	$	20,728
Professional Services		1,416
Advertisement		232
Misc Expenses		10
Pump System Maintenance		412,276
Agenda Item September 26th, 2013		
FNI Engineering Services Contract		164,437
Encumbered/Expended to Date		599,099
Estimated Costs for Remaining Appropriation		
Pumping System Improvements		1,307,776
Remaining Appropriation		1,307,776
Total Appropriation To Date	$	1,906,875

Managing Department **Pumping and Control**

Project Manager **Bruce Blalack**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

Purchase and install equipment; modify and/or rehabilitate existing equipment, facility, and pumping system; and other major maintenance activities.

Project Justification

Replacing and updating aged infrastructure decreases emergency maintenance expenditures and reduces system failures.

Project History

The project is an annual program that ensures continuous and reliable water service.

$100,000 was appropriated in FY 2004-05, Ord. No. 2005-00031, March 24, 2005.
$222,390 was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
$884,485 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
$1.5 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
Reduced funding by $1.0 million in FY 2010-11 Budget Amendment No. 7, Ord. No. 2011-O0035, April 14, 2011.
$200,000 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	1,906,875	0	500,000	400,000	250,000	500,000	500,000	4,056,875
Total Project Appropriation	1,906,875	0	500,000	400,000	250,000	500,000	500,000	4,056,875

Funding Detail	Funding to Date	FY 2013-14	Unappropriated Planning Years FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
FY 2009 10-year Water Revenue CO's	822,390	0	0	0	0	0	0	822,390
FY 2010 10-year Water Revenue CO's	384,485	0	0	0	0	0	0	384,485
FY 2011 10-year Water Revenue CO's	500,000	0	0	0	0	0	0	500,000
FY 2012 10-year Water Revenue CO's	200,000	0	0	0	0	0	0	200,000
FY 2015 10-year Water Revenue CO's	0	0	500,000	0	0	0	0	500,000
FY 2016 10-Year Water Revenue CO's	0	0	0	400,000	0	0	0	400,000
FY 2017 10-Year Water Revenue CO's	0	0	0	0	250,000	0	0	250,000
FY 2018 10-year Water Revenue CO's	0	0	0	0	0	500,000	0	500,000
FY 2019 10-year Water Revenue CO's	0	0	0	0	0	0	500,000	500,000
Total Funding Sources	1,906,875	0	500,000	400,000	250,000	500,000	500,000	4,056,875

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

Meeting Date: 09/26/2013

Information

Agenda Item

Contract Resolution – Public Works Water Production: Consider a resolution authorizing the Mayor to execute contract 11475 with Thunder Well Service, LLC for water well plugging services, BID 13-11475-TF.

Item Summary

This purchase is to secure the services of a qualified firm to plug 20 abandoned water wells. These wells have been deemed unusable as public water supply (PWS) wells due to poor water quality and construction methods that no longer meet standards established by the Texas Commission on Environmental Quality (TCEQ). The Texas Department of Licensing and Regulation require that unused wells be permanently plugged or returned to service.

The wells consist of 17 wells in the Shallowater well field, two in the Bailey County well field, and one local well. Since the wells do not meet current construction and water quality standards, it is necessary to permanently plug these wells.

Bids were received from the following companies:

Thunder Well Service, LLC of Shallowater, TX	$ 82,000
Talon/LPE of Amarillo, TX	117,000
T&T Earth Movers, Inc. of Seminole, TX	145,000

Staff recommends the contract to be awarded to Thunder Well Service, LLC of Shallowater, TX, in the amount of $82,000. This contract is for six months said date of term beginning upon formal approval.

Fiscal Impact

$850,000 is appropriated in Capital Improvement Project 8540, Well Plugging, with $82,000 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Contract - Thunder Well Service

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11475 for water well plugging services, by and between the City of Lubbock and Thunder Well Service, LLC, of Shallowater, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Thunder Well Service
September 3, 2013

Contract 11475

City of Lubbock, TX
Contract for
Water Well Plugging Services

THIS CONTRACT made and entered into this **26th** day of **September, 2013**, by and between the City of Lubbock ("City"), and **Thunder Well Service, LLC**, of **Shallowater, Texas**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Water Well Plugging Services 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 Water Well Plugging Services.

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, Water Well Plugging Services and more specifically referred to as Item One on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of six months said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

TYPE	AMOUNT
	1,000,000
Commercial General Liability General Aggregate Products Comp/Op AGG Personal & Adv. Injury Contractual Liability Heavy Equipment XCU To Include Products of Complete Operation Endorsements	
Automotive Liability Combined Single Limit Any Auto	1,000,000
Workers Compensation Employer's Liability	Statutory Amounts

The City of Lubbock shall be named as an additional insured on a primary and Non-Contributory basis on Auto/General Liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. 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.

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. This Contract consists of the following documents set forth herein; Invitation to Bid No. 13-11475-TF, 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:

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

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

CONTRACTOR

BY

Authorized Representative

Silas Jones

Print Name

PO Box 1432

Address

Shallowater TX 79363

City, State, Zip Code

City of Lubbock, TX
Water Well Plugging Services
ITB 13-11475-TF

SPECIFICATIONS

INTRODUCTION AND OVERVIEW

1.1 The City Of Lubbock owns 17 abandoned public water supply (PWS) wells in the Shallowater well field, two abandoned PWS wells in the Bailey County well field, and one abandoned PWS well in the Lubbock water well field. The City intends to plug these 20 wells in order to comply with the Texas Commission on Environmental Quality (TCEQ) regulations.

1.2 The intent of these specifications is to describe requested water well plugging services to be performed as needed for these City owned public water supply wells in the various well fields.

1.3 Term of contract is to be 6 months for completion.

SCOPE OF WORK

2.1 The vendor awarded this contract shall remove an estimated quantity of 19, easily removable, steel well houses. The vendor shall remove all removable column pipe, and all associated surface equipment. The contractor shall also permanently cap the underground discharge piping. There are no pumps in these wells, so removal will not be required.

2.2 All electrical distribution equipment beyond the incoming electrical service will be removed by others prior to the well plugging project and will not be part of this contract. No electrical power associated with the water wells will be present when the plugging project begins. However, all remaining pumping panels, service wiring, or any other electrical apparatus shall be removed under this contract.

2.3 Each well shall be entirely filled with clean bentonite grout via a tremie tube from the bottom of the well up to the land surface. Bentonite grout shall be mixed to a minimum of 9.1 pounds per gallon weight followed by a cement plug extending from land surface to a depth of not less than two feet.

2.4 The contractor shall completely clean the land surface to remove all evidence of the well and return the site to that of the surrounding area as nearly as possible. No trash or rubbish shall be left behind or buried at the well site. These materials must be completely removed and discarded at appropriate waste disposal sites by the contractor.

2.5 A City representative shall inspect the sites after completion of the work to ensure compliance of the entire scope of work. Any areas of non-compliance will be directed to the attention of the contractor and be scheduled for immediate correction.

2.6 Contractor shall complete a plugging report for each well within 30 days of completion. All data included on the form shall be correct and without blanks. A copy of this report shall be submitted by the contractor to the Texas Department of Licensing and Regulation (TDLR). An electronic copy shall be submitted to the City's representative in .pdf format. The contractor shall also keep and maintain a copy of this record.

2.7 All work shall comply with TDLR, TCEQ, and Water Well Drillers and Pump Installer's rules and regulations.

CONTRACTOR REQUIREMENTS

3.1 Contractor shall provide all necessary trucks, tools, fuel, equipment, materials, travel expense, per diems, staffing, and etc. to perform the tasks outlined in this contract.

3.2 Contractor shall exercise diligence to provide a safe working environment for their staff and for City staff. All applicable industry safety standards shall be followed.

ATTACHMENT A

16 TAC § 76.104Technical Requirements--Standards for Capping and Plugging of Wells and Plugging Wells that Penetrate Undesirable Water or Constituent Zones

ATTACHMENT B

12 TOC § 1901.255 Plugging Water Well

ATTACHMENT C

TDLR FORM a004WWD

ATTACHMENT D

Map of 17 wells in Shallowater well field - Two abandoned PWS wells in the Bailey County well field and one abandoned PWS well in the Lubbock water well field (Not Pictured).

Texas Administrative Code

ATTACHMENT A

TITLE 16	ECONOMIC REGULATION
PART 4	TEXAS DEPARTMENT OF LICENSING AND REGULATION
CHAPTER 76	WATER WELL DRILLERS AND WATER WELL PUMP INSTALLERS
RULE §76.104	**Technical Requirements--Standards for Capping and Plugging of Wells and Plugging Wells that Penetrate Undesirable Water or Constituent Zones**

(a) All wells which are required to be plugged or capped under Texas Occupations Code, Chapters 1901 and 1902 or this chapter shall be plugged and capped in accordance with the following specifications and in compliance with the local groundwater conservation district rules or incorporated city ordinances:

(1) all removable casing shall be removed from the well;
(2) any existing surface completion shall be removed;
(3) the entire well pressure filled via a tremie pipe with cement from bottom up to the land surface;
(4) In lieu of the procedure in paragraph (3), the well shall be pressure filled via a tremie tube with clean bentonite grout of a minimum 9.1 pounds per gallon weight followed by a cement plug extending from land surface to a depth of not less than two (2) feet, or if the well to be plugged has one hundred 100 feet or less of standing water the entire well may be filled with a solid column of 3/8 inch or larger granular sodium bentonite hydrated at frequent intervals while strictly adhering to the manufacturers' recommended rate and method of application. If a bentonite grout is used, the entire well from not less than two (2) feet below land surface may be filled with the bentonite grout. The top two (2) feet above any bentonite grout or granular sodium bentonite shall be filled with cement as an atmospheric barrier. Bentonite grout may not be used if a water zone contains chlorides above 1500 ppm or if hydrocarbons are present.
(5) Undesirable water or constituents shall be isolated from the fresh water zone(s) with cement plugs and the remainder of the wellbore filled with neat cement or clean bentonite grout of a minimum 9.1 weight followed by a cement plug extending from land surface to a depth of not less than two (2) feet.

(b) Large hand dug and bored wells 36-inches or greater in diameter to one hundred (100) feet in depth may be plugged by back filling with compacted clay or caliche to surface. All removable debris shall be removed from the well. If the well contains standing water, it shall be chlorinated by adding chlorine bleach at a rate of one (1) gallon of bleach for every five hundred (500) gallons of standing water. The backfill material shall be mounded above the surrounding surface to compensate for settling.

(c) Wells which do not encounter groundwater (dry holes) may be plugged by backfilling with drill cuttings from total depth to the surface. The backfill material shall be mounded above the surrounding surface to compensate for settling.

(d) A non-deteriorated well which contains casing in good condition and is beneficial to the landowner can be capped with a covering capable of preventing surface pollutants from entering the well and sustaining weight of at least four hundred (400) pounds and constructed in such a way that the covering cannot be easily removed by hand.

(e) For the purpose of plugging a well, any licensee or landowner can remove the pump.

Source Note: The provisions of this §76.104 adopted to be effective March 1, 2013, 38 TexReg 1142

Texas Occupations Code

ATTACHMENT B

TITLE 12 PRACTICES AND TRADES RELATED TO WATER, HEALTH, AND SAFETY

CHAPTER 1901 WATER WELL DRILLERS

ADMINISTERED BY TEXAS DEPARTMENT OF LICENSING AND REGULATION

RULE §1901.255 Plugging Water Well

(a) In this section:

(1) "Abandoned well" means a well that is not in use.

A well is considered to be in use if:

(A) the well is not a deteriorated well and contains the casing, pump, and pump column in good condition;

(B) the well is not a deteriorated well and has been capped;

(C) the water from the well has been put to an authorized beneficial use, as defined by the Water Code;

(D) the well is used in the normal course and scope and with the intensity and frequency of other similar users in the general community; or

(E) the owner is participating in the Conservation Reserve Program authorized by Sections 1231-1236, Food Security Act of 1985 (16 U.S.C. Sections 3831-3836), or a similar governmental program.

(2) "Deteriorated well" means a well that, because of its condition, will cause or is likely to cause pollution of any water in this state, including groundwater.

(b) A driller who knows of an abandoned or deteriorated well shall notify the landowner or person who possesses the well that the well must be plugged or capped to avoid injury or pollution.

(c) Not later than the 180th day after the date a landowner or other person who possesses an abandoned or deteriorated well learns of its condition, the landowner or other person shall have the well plugged or capped under standards and procedures adopted by the commission.

(d) Not later than the 30th day after the date the well is plugged, a driller, licensed pump installer, or well owner who plugs an abandoned or deteriorated well shall submit a plugging report to:

(1) the board of directors of the groundwater conservation district in which the well is located, if the well is located in the boundaries of a groundwater conservation district; and

(2) the executive director.

(e) The department or the groundwater conservation district in which the well is located shall furnish plugging report forms on request. The executive director shall prescribe the content of the forms.

Added by Acts 2001, 77th Leg., ch. 1421, § 4, eff. June 1, 2003.
Amended by Acts 2003, 78th Leg., ch. 816, § 19.013, eff. Sept. 1, 2003.

Texas Department of License and Regulation

Water Well Driller/Pump Installer Program
P.O. Box 12157 Austin, Texas 78711 (512)463-7880 FAX (512)463-8616
Email address: water.well@license.state.tx.us

This form must be completed and filed with the department within 30 days following the plugging of the well

PLUGGING REPORT

A. WELL IDENTIFICATION AND LOCATION DATA

1) OWNER

Name	Address	City	State	Zip

2) WELL LOCATION

County	Physical Address	City	State	Zip

3) Owner's Well No.	Long.	Lat.	Grid #

4) Type of Well ❑ Water ❑ Monitor ❑ Injection ❑ De-Watering

5) N↑

Drill, Pump Installer, or Landowner performing the plugging operations **must** locate and identify the location of the well within a specific grid on a full scale gridded map available from Texas Natural Resource Information Service. The location of the well should be denoted within the grid by placing a corresponding dot in the square to the right. The legal description is optional.

B) HISTORICAL DATA ON WELL TO BE PLUGGED (if available)

6) Driller | License No.

7) Drilled / / | **8)** Diameter of hole_____Inches | **9)** Total depth of well_____ feet.

C. CURRENT PLUGGING DATA

10) Date well plugged / /

12) Name of Driller/Pump Installer or Well Owner performing the plugging

License No.

13) CASING AND CEMENTING DATA RELATIVE TO THE PLUGGING OPERATIONS.

CASING LEFT IN WELL

DIAMETER (inches)	FROM(feet)	TO (feet)

11) REMOVE ALL REMOVEABLE CASING

Please check box beside the method of plugging used

❑ Tremmie pipe cement from bottom to top.

❑ Tremmie pipe bentonite from bottom to 2 feet from From surface, cement top 2 feet.

❑ Pour in 3/8 bentonite chips when standing water in well is less than 100 feet depth, cement top 2 feet.

❑ Large diameter well filled with clay material from top to bottom.

CEMENT/BENTONITE PLUG(S) PLACES IN WELL

FROM (feet)	TO (feet)	SACKS

COMMENTS

D. VALIDATION OF INFORMATION INCLUDED IN FORM

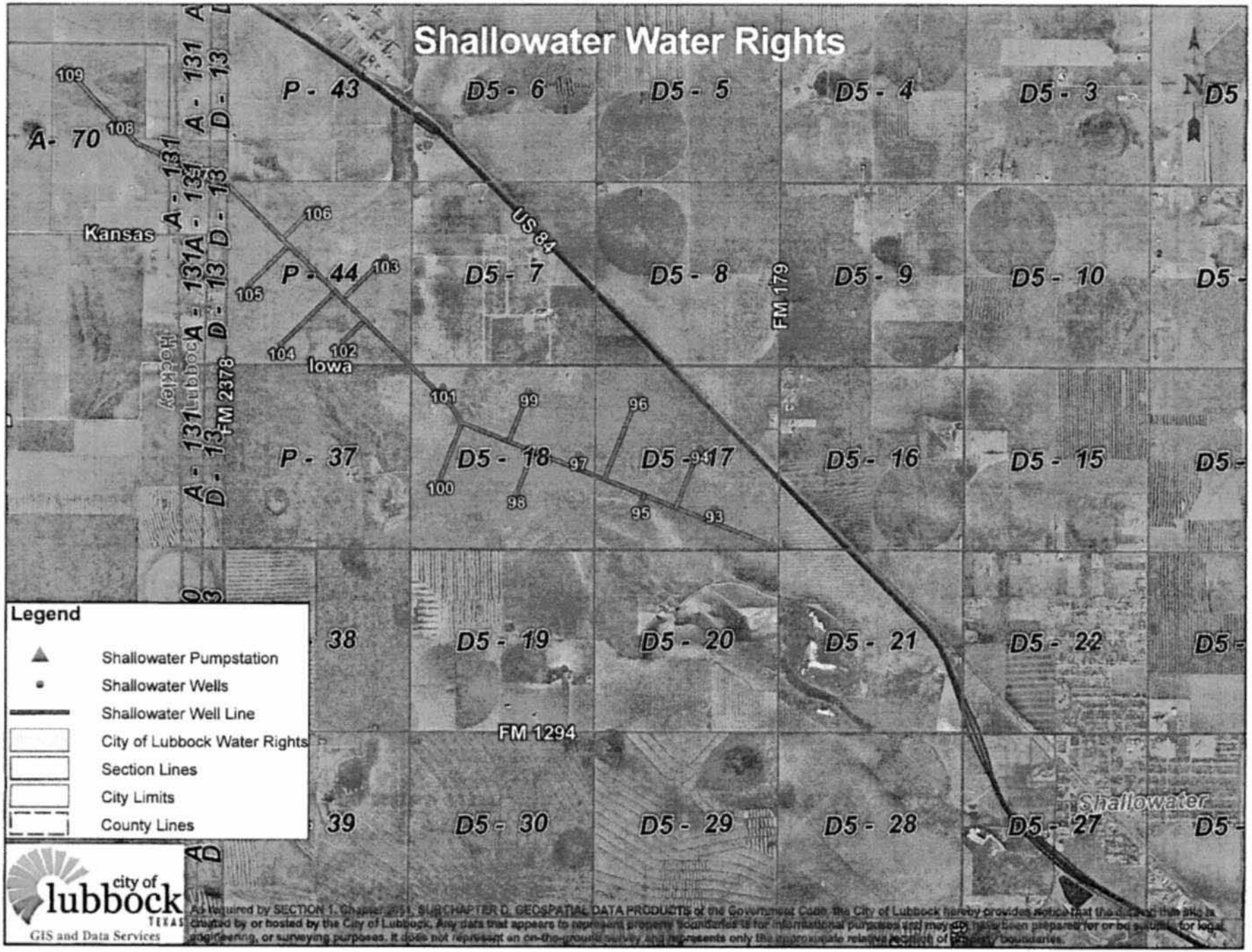
I certify that I plugged this well (or the well was plugged under my supervision) and that all of the statements herein are true and correct. I understand that failure to complete items 1 through 13 will result in the report(s) being returned for completion and resubmitted.

Company or individual's Name (type or print)

Address	City	State	Zip

Signature	/ /	Signature	/ /
Licensed Driller/Pump Installer	Date	Apprentice	Date

TDLR FORM a004WWD *White - TDLR* *Yellow - Owner* *Pink - Driller/Pump Installer*



ATTACHMENT D

BID FORM
Water Well Plugging Services
City of Lubbock, Texas
ITB 13-11475-TF

In compliance with the **Invitation to Bid 13-11475-TF**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **13-11475-TF** 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
1.	**20**	**EA**	**Water Well Plugging Services at various locations, as specified herein.**	4,100	82,000
				Total Cost (Item 1)	82,000

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 2 %, net 5 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

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

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

YES X NO _____

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

THIS BID IS SUBMITTED BY Thunder Well Service a corporation organized under the laws of the State of TX, or a partnership consisting of _____ or individual trading as _____ of the City of Shallowater

Firm: Thunder Well Service LLC

Address: PO Box 1432

City: Shallowater State: TX Zip 79363

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 8/12 Addenda No. _____ Date _____

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

M/WBE Firm:		Woman		Black American		Native American
		Hispanic American		Asian Pacific American		Other (Specify)

By Silas Jones Date: 8/27/13

Authorized Representative - must sign by hand

Officer Name and Title: Silas Jones Operations Manager

Please Print

Business Telephone Number 806 781 3061 FAX: 806 8320769

E-mail Address: Thunderdrill@gmail.com

FOR CITY USE ONLY

Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____

Date of Award by City Council *(for bids over $50,000)*: _____ Date P.O./Contract Issued: _____

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

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

City of Lubbock, TX
Capital Project
Project Cost Detail
September 26, 2013

Capital Project Number:	8540
Capital Project Name:	Well Plugging

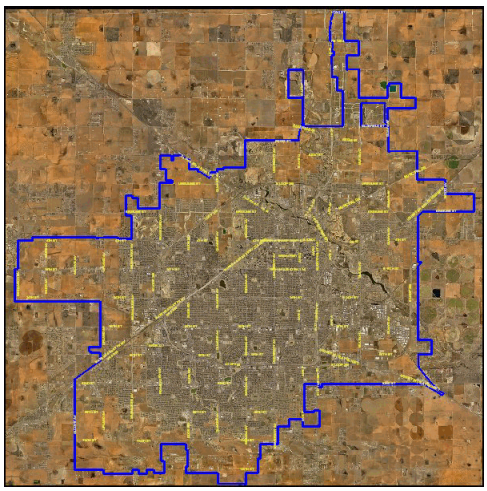
	Budget
Encumbered/Expended	
Well Plugging	$ 427,003
Administrative Expenses	670
Agenda Item September 26, 2013	
Thunder Well Services, LLC	82,000
Encumbered/Expended To Date	509,673
Estimated Costs for Remaining Appropriation	
Plug Wells	340,327
Remaining Appropriation	340,327
Total Appropriation	$ 850,000

Managing Department **Water Production**

Project Manager **Bruce Blalack**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

Wells will be evaluated for current and future potential for beneficial use. Wells for which no beneficial use can be determined will be permanently plugged at a rate of 20 to 25 wells per year over a five-year period.

Project Justification

The City has approximately 120 old water wells that have not been used for many years. The Texas Commission on Evironmental Quality has requested a plan regarding these wells.

Project History

Most of these wells have not routinely been used as part of the drinking water supply since the 1970s. Most were constructed before 1960 and do not meet current well construction standards. The ground water supplying most of these wells does not meet current drinking water standards.

$150,000 was appropriated in FY 2008-09, Ord. No. 2008-O0077, September 11, 2008.
$150,000 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
$150,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$200,000 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$200,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Other Activites	850,000	0	0	0	0	0	0	850,000
Total Project Appropriation	850,000	0	0	0	0	0	0	850,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
FY 2009 Water Pay-As-You-Go	150,000	0	0	0	0	0	0	150,000
FY 2010 Water Pay-As-You-Go	150,000	0	0	0	0	0	0	150,000
FY 2011 Water Pay-As-You-Go	150,000	0	0	0	0	0	0	150,000
FY 2012 Water Pay-As-You-Go	200,000	0	0	0	0	0	0	200,000
FY 2013 Water Pay-As-You-Go	200,000	0	0	0	0	0	0	200,000
Total Funding Sources	850,000	0	0	0	0	0	0	850,000

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

Meeting Date: 09/26/2013

Information

Agenda Item

Contract Resolution - Public Works - Water Resources: Consider a resolution authorizing the Mayor to execute contract 11540 an agreement with Security State Bank of Littlefield, Texas concerning 845.6 acres of water rights to be used for livestock and domestic purposes only.

Item Summary

This agreement clarifies the surface owner's limited rights to use the groundwater that is owned by the City of Lubbock. The agreement allows the surface owner to use the groundwater for domestic and livestock purposes and includes the following restrictions:
• Limits the number of wells that can be installed to one well on each of the four tracts of land described in the agreement;
• Limits each well's casing size to a 6-inches diameter pipe;
• Limits well production to 30 gallons per minute or less; and
• Prohibits the use of water for oil and gas production using hydraulic fracturing techniques.
The surface owner for the 845.6 acres of water rights being considered is Security State Bank of Littlefield, Texas. This small tract of land is a contiguous part of the 83,000 acres of water rights owned or controlled by the City of Lubbock located in the Bailey County Well Field.

Fiscal Impact

No fiscal Impact

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works
Lubbock Water Advisory Commission

Attachments

Resolution-SecurityStateBank
WaterRightsAgreement-SSBank

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 Security State Bank, Littlefield, Texas, pertaining to water rights in connection with certain real property in Bailey County, 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 Council.

Passed by the City Council on _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

_____
Aubrey A. Spear, P.E., Director of Water Resources

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, Assistant City Attorney

Res.Agrmt.Security State Bank-Water Rts
9.6.13

THE STATE OF TEXAS	§	**AGREEMENT CONCERNING WATER**
	§	**RIGHTS TO USE FOR LIVESTOCK**
COUNTY OF BAILEY	§	**AND DOMESTIC PURPOSES ONLY**

This Agreement is executed by and between the **CITY OF LUBBOCK, TEXAS,** herein "Lubbock", and **SECURITY STATE BANK, LITTLEFIELD, TEXAS,** herein "Security State", upon the following terms and conditions:

I.

By previous deeds and agreements, Lubbock acquired water rights in and to the property described on Exhibit "A" attached hereto, herein "Lands".

II.

Such water rights include (i) all underground water (by whatever name or designation, including groundwater or subsurface water) beneath the surface of the Lands; (ii) all the rights to drill waterwells on the Lands and to produce and distribute or remove water from those wells, including the right to completely deplete the underground water beneath the Lands; (iii) all rights of access to, from and within the Lands for the purpose of installing pipelines and drilling water wells on the Lands and to produce and distribute or remove water from such wells; and (iv) all appurtenant rights necessary to fully enjoy the foregoing, including without limitation, access to the Lands to explore and drill for water, to install pumps and distribution systems or otherwise remove or store water produced from the Lands, and the right to ingress and egress in, over and on the Lands, as well as all other real property owned by the Seller in Bailey County, Texas, for the purpose of stringing, laying, constructing and maintaining water pipelines, power lines, communication lines, air vents, blow-offs, surge structures, observation wells,

water wells, access roads, and any other appurtenances on and over the Lands necessary or incidental to any of said operations, together with the right to erect housing for wells and associated equipment, meters and communications equipment, and together with the right to utilize all or any part of the Lands reasonably necessary or incidental to the taking of groundwater and the production, treating and transmission of water therefrom and delivery of said water to the Buyer (all of the above-described property, property rights, and property interests are herein collectively referred to as the "Property"). The Property granted to Buyer herein shall be free from interference from any party or any entity exploring or drilling for oil, gas or other minerals on or under the Lands.

III.

The prior owners of the Lands, including the water rights, had made an agreement to convey the water rights as set forth above, to Lubbock, but such previous owners would reserve for themselves, their heirs and assigns, such quantities of water under the Lands as may be required to carry on usual and normal domestic and ranching operations and such agricultural undertakings on said Lands, excluding use of such water for irrigation purposes, and SAVE AND EXCEPT such quantities of water as may be required for normal and customary operations in the area for the production of oil, gas and other minerals from said Lands, but excluding water for secondary recovery operations for production of oil, gas and other minerals.

IV.

The parties, to resolve any issues concerning the ownership of such water rights in, on and under the Lands, agree as set forth below.

NOW THEREFORE IN CONSIDERATION of these premises and the mutual benefit to be derived by all parties hereto, the parties agree as follows:

1. The **CITY OF LUBBOCK, TEXAS** shall have the following water rights with respect to the Lands: (i) all underground water (by whatever name or designation, including groundwater or subsurface water) beneath the surface of the Lands; (ii) all the rights to drill waterwells on the Lands and to produce and distribute or remove water from those wells, including the right to completely deplete the underground water beneath the Lands; (iii) all rights of access to, from and within the Lands for the purpose of installing pipelines and drilling water wells on the Lands and to produce and distribute or remove water from such wells; and (iv) all appurtenant rights necessary to fully enjoy the foregoing, including without limitation, access to the Lands to explore and drill for water, to install pumps and distribution systems or otherwise remove or store water produced from the Lands, and the right to ingress and egress in, over and on the Lands, as well as all other real property owned by the Seller in Bailey County, Texas, for the purpose of stringing, laying, constructing and maintaining water pipelines, power lines, communication lines, air vents, blow-offs, surge structures, observation wells, water wells, access roads, and any other appurtenances on and over the Lands necessary or incidental to any of said operations, together with the right to erect housing for wells and associated equipment, meters and communications equipment, and together with the right to utilize all or any part of the Lands reasonably necessary or incidental to the taking of groundwater and the production, treating and transmission of water therefrom and delivery of said water to the Buyer (all of the property described as Exhibit "A", property rights, and property interests are herein collectively referred to as the "Property"). The Property granted to Buyer herein shall be free from interference from any party or any entity exploring or drilling for oil, gas or other minerals on or under the Lands.

2. **SECURITY STATE BANK, LITTLEFIELD, TEXAS,** its successors, assigns, and all other persons (collectively, or individually, the "Landowners") who acquired the property described on Exhibit "A", shall have the following water rights with respect to the Lands: Reservation for themselves, their heirs and assigns, such quantities of water under the Lands as may be required to carry on usual and normal domestic and ranching operations and such agricultural undertakings on said Lands, excluding use of such water for irrigation purposes, and such quantities of water as may be required for normal and customary operations in the area for the production of oil, gas and other minerals from said Lands, but excluding water for secondary recovery operations for production of oil, gas and other minerals, and subject to the following terms, conditions, and limitations:

a. any water well of the Landowners located on the Lands must be properly permitted, must remain in compliance with all applicable groundwater rules, and shall be limited in number to one (1) per each Tract set forth in Exhibit "A";

b. any water conservation rules and regulations promulgated by a regulatory body, including without limitation the High Plains Underground Water District, that are applicable to the City of Lubbock shall also apply to, and be binding upon, the Landowner's water rights;

c. any water well of the Landowners located on the Lands shall be restricted to either: i) well casing not to exceed six-inches; or ii) a production flow rate not to exceed thirty (30) gallons-per-minute, whichever option shall yield, in the sole judgment of the City of Lubbock, LESS production; and

d. in no case shall water produced from water wells of the Landowners located on the Lands be used, or authorized for sale or use, in connection with oil and gas production through hydraulic-type fracturing techniques.

EXECUTED this the _____ day of _____, 2013.

CITY OF LUBBOCK, TEXAS

_____
GLEN C. ROBERTSON, Mayor

ATTEST:

_____
Becky Garza, City Secretary

STATE OF TEXAS §
§
COUNTY OF LAMB §

This instrument was acknowledged before me on this the _____ day of _____, 2013, by _____, the _____ for the **CITY OF LUBBOCK, TEXAS,** a municipality, on behalf of said municipality.

_____
Notary Public, State of Texas
My commission expires:_____

SECURITY STATE BANK,
LITTLEFIELD, TEXAS

BY: _____
GEORGE RICHARDSON, JR.
President

STATE OF TEXAS §
§
COUNTY OF LAMB §

This instrument was acknowledged before me on this the 21st day of August, 2013, by **GEORGE RICHARDSON, JR.** President of **SECURITY STATE BANK, LITTLEFIELD, TEXAS,** behalf of said bank.

BELINDA PEDROZA MAGALLANES
Notary Public, State of Texas
My Commission Expires
March 06, 2017

_____
Notary Public, State of Texas
My commission expires: March 6, 2017

EXHIBIT "A"

Tract 1: The Southwest Quarter (SW/4) of Section No. Twenty-Five (25), Block Z, W.D. & F.W. Johnson Subdivision, League No. Six Hundred Twenty-Nine (629), Abner Taylor Original Grantee, Certificate No. 20, Abstract No. 304, Patent No. 86, Volume 2, dated May 12, 1888, Bailey County, Texas, containing 156.8 acres, more or less.

Tract 2: The South Half (S/2) of Section No. Forty (40), Block Z, W.D. & F.W. Johnson Subdivision, League No. Six Hundred Twenty-Nine (629), Abner Taylor Original Grantee, Certificate No. 20, Abstract No. 304, Patent No. 86, Volume 2, dated May 12, 1888, Bailey County, Texas, containing 332.1 acres, more or less.

Tract 3: The Southeast Quarter (SE/4) of Section Forty-One (41), Block Z, W.D. & F.W. Johnson Subdivision, League No. Six Hundred Twenty-Nine (629), Abner Taylor Original Grantee, Certificate No. 20, Abstract No. 304, Patent No. 86, Volume 2, dated May 12, 1888, Bailey County, Texas, containing 175.3 acres, more or less.

Tract 4: The Southwest Quarter (SW/4) of Section Forty-One (41), Block Z, W. D. & F. W. Johnson Subdivision, League No. Six Hundred Thirty (630), Abner Taylor Original Grantee, Certificate No. 20, Abstract No. 87, Volume 2, dated May 12, 1888, Bailey County, Texas, containing 181.4 acres, more or less.

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

Meeting Date: 09/26/2013

Information

Agenda Item

Contract Resolution - Public Works - Water Utility: Consider a resolution authorizing the Mayor to execute an amendment to a grazing agreement by and between the City of Lubbock and Terry Crofoot allowing grazing rights at the Hancock Land Application Site.

Item Summary

The term of the grazing agreement was for five years, from January 22, 2009, to January 22, 2014. Terry Crowfoot as requested an extension to the original contract for three months until April 30, 2014, due to the age of the calves. At the end of the three months period the property will go out for bid (RFQ) for the grazing rights on the property.

Fiscal Impact

City receives $10 per head revenue with amounts varying depending on the number of cows.

Staff/Board Recommending

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

Attachments

Resolution & Grazing Amendment - Terry Crofoot

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Amendment to Grazing Agreement, by and between the City of Lubbock and Terry Crofoot, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Amend Agrmt –Terry Crofoot
September 6, 2013

AMENDMENT TO GRAZING AGREEMENT
BETWEEN THE CITY OF LUBBOCK
AND TERRY CROFOOT

This Amendment (the "Amendment") is entered into this _____ day of September, 2013, by and between the City of Lubbock, a Texas home rule municipal corporation ("City") and Terry Crofoot ("Contractor").

WHEREAS, on or about January 22, 2009, City and Contractor entered into that certain Grazing Agreement (the "Original Agreement"), upon conditions stated therein;

WHEREAS, City and Contractor desire to amend the Original Agreement to extend the term.

NOW, THEREFORE, City and Contractor hereby agree as follows:

1. That the term of the Original Agreement shall be extended until April 30, 2014, unless terminated earlier pursuant to the terms hereof.

2. All terms and provisions of the Original Agreement shall remain in full force and effect as originally written and are binding on the City and Contractor, except as amended herein.

IN WITNESS WHEREOF, the parties have executed this instrument on the date set forth above.

CONTRACTOR

Terry Crofoot

Terry Crofoot

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

vw:CityAtt/Chad/Contracts-Agreements/Amendment to Grazing Agreement-Terry Crofoot
August 26, 2013

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

Meeting Date: 09/26/2013

Information

Agenda Item

Contract Resolution - Wastewater Utilities: Consider a resolution authorizing the Mayor to execute a contract 11423 with DS Waters of America, Inc. for bottled water, ITB 13-11423-CP.

Item Summary

The City is supplying bottled drinking water to residences adjacent to the Lubbock and Hancock Land Application Sites. The residences' drinking water wells have tested for nitrate nitrogen at a level greater than 10 mg/L, and are generally in rural areas of east central Lubbock County and northeastern Lynn County.

The City is providing the service to specific areas that may be affected by groundwater and associated concentration of nitrates moving from under the Hancock and Lubbock Land Application Sites. Participation in the program requires that a residence meet several specific conditions:

1) The physical location of the residence must be within the specified area that has been designated to be part of the program.
2) Drinking water for the residence must be supplied by a private well; and
3) The well supplying drinking water to the residence must have a nitrate nitrogen concentration greater than 10 milligrams per liter with samples collected approximately on an annual basis.

Bids were received from the following companies:

DS Waters of America, Inc. of Atlanta, GA

AquaOne Water Co., of Lubbock TX

A tabluation sheet is provided.

Staff recommends contract award to lowest bidder, DS Waters of America, Inc. of Atlanta, Georgia, for bottled water delivery and dispensing units at $4,121 per month. DS Waters of America, Inc. has a local branch that will provide the bottle water, dispensing units and delivery services. Attached is a Consideration of Location of Bidder's Principal Place of Business Affidavit of Eligiblity form.

The contract is awarded by unit price. The total amount of the award is based on estimated quantities for each item and actual expenditures may be more of less depending on actual need. The contract will be for a term of one year, with the option of two, one year extensions.

Fiscal Impact

Funding is appropriated in the Adopted FY 2012-2013 Wastewater Operating Budget.

Staff/Board Recommending

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

Attachments

Resolution & Contract - DS Waters of America
Bid Tab - Bottled Water

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. 11423 for bottled water, by and between the City of Lubbock and DS Waters of America, Inc., of Atlanta, Georgia, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-DS Waters of America
September 6, 2013

Contract 11423

City of Lubbock, TX
Contract Services for
Bottled Water

THIS CONTRACT made and entered into this **26th** day of **September, 2013**, by and between the City of Lubbock ("City"), and **DS Waters of America, Inc.** Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Bottled Water 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 Bottled Water.

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, Bottled Water and more specifically referred to as items three through six on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this contract and to complete and finish the same according to the attached specifications, bid form, 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 City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

6. 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
Commercial General Liability	500,000
General Aggregate	
Products-Comp/OP AGG	X
Personal & Adv. Injury	X
Contractual Liability	X
Automotive Liability	
Combined Single Limit	
Any Auto	500,000
Workers Compensation	Statutory Amounts

The City of Lubbock shall be named as additional insured on Auto/General Liability on a primary and non-contributory basis, 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.

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 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.
10. This Contract consists of the following documents set forth herein; Bid Form and the Specifications.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

R. Keith Smith

R. Keith Smith, Director of Public Works

APPROVED AS TO FORM:

Assistant City Attorney

CONTRACTOR

BY

Authorized Representative

Michael Moffenbier

Print Name

5660 New Northside Dr.

Address

Atlanta, GA. 30328

City, State, Zip Code

BID FORM
Bottled Water and Water Treatment Systems
City of Lubbock, TX
ITB No. 13-11423-CP

In compliance with the **Invitation to Bid 13-11423-CP**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **13-11423-CP** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENDED COST
1	125	EA	Initial installation of each water dispensing unit for 5-gallon bottles, as specified herein. (Cooling/Heating type dispensers are NOT acceptable)	$0	$0
2	10	EA	Initial installation of each water dispensing unit for 3-gallon bottles, as specified herein.(Cooling/Heating type dispensers are NOT acceptable)	$0	$0
3	125	EA	Monthly rental fee for 5-gallon water dispensing unit, as specified herein.	$.99	123.75
4	10	EA	Monthly rental fee for 3-gallon water dispensing unit, as specified herein.	$.99	$9.90
5	1200	EA	Monthly purchase and delivery of bottled water in 5-gallon containers. Unit price represents the price per 5-gallon container, as specified herein.	$ 3.19	$3828
6	50	EA	Monthly purchase and delivery of bottled water in 3-gallon containers. Unit price represents the price per 3-gallon container, as specified herein.	$ 3.19	$159.50
7	3	EA	Installation charge for residential (approximately 30-gallon per day capacity) water purification systems at various locations, as specified herein.	No bid	No bid
8	5	EA	Installation charge for commercial (approximately 450-gallon per day capacity) water purification systems at various locations, as specified herein.	No bid	No bid
9	3	EA	Monthly rental fee for residential (approximately 30-gallon per day capacity) water purification systems. Cost must include all associated fees, such as, maintenance, maintenance kits, filters, and etc. All maintenance will be performed by the vendor, as specified herein.	No bid	No bid

ITEM	QTY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENDED COST
10	5	EA	Monthly rental fee for commercial (approximately 450-gallon per day capacity) water purification systems. Cost must include all associated fees, such as, maintenance, maintenance kits, filters, and etc. All maintenance will be performed by the vendor, as specified herein.	No bid	No bid

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

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

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

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net 30 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

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

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

YES ✓ NO _____

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

THIS BID IS SUBMITTED BY DS Waters a corporation organized under the laws of the State of Delaware, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: DS Waters of America, Inc

Address: 5660 New Northside Dr. Ste. 500

City: Atlanta State: GA Zip 30328

Bidder acknowledges receipt of the following addenda:

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

M/WBE Firm:

	Woman		Black American		Native American
	Hispanic American		Asian Pacific America		Other (Specify)

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code. Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name _____ and Manufacture's License No. _____
2. Name _____ and Converter's License No. _____
3. Name _____ and Representative's License No. _____
4. Name _____ and Franchise Dealer's License No. _____

General Distinguishing No. _____ (Franchised TX dealer)

By _____ Date: 7/29/13
Authorized Representative - must sign by hand

Officer Name and Title: Michael D Moffenbier, Director
Please Print

Business Telephone Number (678)486-3448 FAX: (678)460-3665

E-mail Address: JMCQUILKIN@WATER.COM

FOR CITY USE ONLY

Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____

Date of Award by City Council *(for bids over $50,000)*: _____ Date P.O./Contract Issued: _____

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

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

City of Lubbock, TX
Minimum Specifications For
Bottled Water

1. Introduction and General Information

1.1 The City of Lubbock is soliciting vendors to supply bottled water to residences and water purification systems for commercial facilities. Bottled water will be delivered every two weeks to approximately 90 residences. The contract will be for one year, with the option of two, one year extensions. The vendor must be reliable, work well with the public under difficult circumstances, and be able to deliver bottled water/purification systems that meet the minimum requirements listed below.

2. Definitions and Applicable Documents

2.1 Bottled Water shall conform to:

2.1.1 Texas Administrative Code Title 25 Part 1: Chapter 229 Subchapter F: Production, Processing, and Distribution of Bottled and Vended Drinking Water.

2.1.2 All other applicable State and Federal regulations and standards regarding the processing and distribution of drinking water for human consumption.

3. Minimum Requirements

3.1 The City is supplying bottled drinking water to specific residences adjacent to the Lubbock and Hancock Land Application Sites. These residences are generally in rural areas of east central Lubbock County and northeastern Lynn County. Many residences are located on unimproved roads dirt roads.

3.2 Bottled water dispensers shall be supplied at the residence of each customer by the vendor. (NOTE: The dispensers shall serve only to dispense the product – cooler type dispensers are NOT acceptable) (NOTE: It is permissible for the vendor and the customer to enter into an agreement to have an "upgraded" or "hot/cold" dispenser, as long as the customer is responsible for the additional cost/rent and is paid directly to the vendor. The vendor must clearly state to the customer that they do not have to "upgrade", but is an option for the customer.

3.3 Bottled water shall be delivered to each customer in three or five gallon sealed containers as required to meet the needs of the customer. No bottle water deposits will be allowed. The vendor, at the vendor's expense, and not withstanding poor road conditions, will accomplish delivery to each residence.

3.4 The City recognizes that there is a seasonal demand change for water consumption. The vendor is allowed to dispense up to 30% (percent) more bottles of water to the customer from the initial setup, upon customer request. If more than 30% (percent) more water is requested, then the

vendor must obtain approval from the City of Lubbock, prior to dispensing more bottles of water.

3.5 The vendor shall supply the City with a monthly statement verifying that the bottled water complies with the criteria set forth in item 2.1 above.

3.6 The vendor shall furnish the City of Lubbock with copies of all applicable licenses, permits and other documents required by the Texas Department of Health for bottled water suppliers.

3.7 The vendor shall initially supply each customer with literature describing the bottled water dispensing equipment.

3.8 The vendor, at the vendor's expense, shall expeditiously resolve customer complaints concerning bottled water and/or dispensing equipment.

3.9 A single invoice itemizing the charges for all customers by delivery address and name shall be submitted to the City on a monthly basis for payment. The monthly statement shall also include the number of bottles lift at the residence of the customer and the number of "returned" empty bottles.

3.10 Upon notification of individual service termination by the City, the vendor shall be responsible for the pickup of all bottles and dispensing equipment from that individual address.

3.11 Water purification systems shall be considered for use at commercial facilities. Water purification systems shall have all maintenance and testing as recommended as specified by the manufacturer (s) done at the vendor's expense. Any defective water purification system or parts there of shall be replaced immediately at the vendor's expense. Water purification systems shall provide safe drinking water and conform to the rules and regulations as set forth in item 2.1 above. The vendor shall be responsible for regular water testing to insure that the unit (s) is operating properly. The vendor shall maintain these water purification systems, and all liabilities associated with the use and maintenance of said systems will fall solely with the vendor.

3.12 The City shall not be liable for the bottles or rental equipment in the residence of the customers. This includes neglect, abuse, broken bottles due to freezing weather, theft, etc. Since the City of Lubbock does not have control of the individual equipment at the residents, the resident shall be held liable for the care of the equipment.

3.13 Upon termination of the contract with the vendor, the vendor shall be responsible for the pickup of any and all vendor's equipment.

3.14 Minimal disruption of service to customers during setup is desired/preferred.

4. Quality Assurance

4.1 The vendor shall conform to all applicable rules and regulations. Water testing results shall be provided to the City of Lubbock on the required state regulatory schedule to assure the quality of the product.

4.2 The selected vendor shall provide the following before contract award or renewal:

4.2.1 Current Certificate of Competency

4.2.2 The previous three months (or most recent) microbiological sampling results for the finished product, container and closures, and source water.

4.2.3 The most recent chemical and physical sampling results for the finished product and source water.

4.2.4 The most recent source approval records.

4.3 Failure to provide a quality product and quality customer service shall result in the termination of the contract.

City of Lubbock, TX
Purchasing and Contract Management
Consideration of Location of Bidder's Principal Place of Business Affidavit of Eligibility

Pursuant to Texas Local Government Code §271.9051, in purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than $100,000 or a contract for other purchases in an amount of less than $500,000 with:

(1) the lowest bidder;

(2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

This section does not prohibit a municipality from rejecting all bids.

This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.

In order to receive consideration, bidders must submit this affidavit to:

Marta Alvarez, Director of Purchasing
and Contract Management
City of Lubbock
1625 13th Street, Room 204
Lubbock, TX 79401

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: Sierra Springs

Local Address (must be within the City limits): 405 Avenue U Lubbock, TX 79401

Address of the company's principal place of business within the United States: 5660 New Northside Dr. Ste. 500 Atlanta, GA 30328

1. How many residents of the City of Lubbock are employed at the above business location? 11
2. Year your business was established in the City of Lubbock: Incorporated in 1985
3. For transactions that require sales tax, provide the following Reseller information:
   Reseller Permit Number: There are no business license requirements in Texas. However Permit # 1-20-57143877-7
   Company Name and Address (as it appears on permit): Sierra Springs
   405 Avenue U, Lubbock, TX 79401
4. Does your business have more than one office in the State of Texas? ✓ Yes ____ No
   If Yes, identify the office location considered as the point-of sale credit for sales tax purposes:
   Sierra Springs Location
   405 Avenue, Lubbock, TX 79401
5. Was the local business required to pay business and/or real property tax for the most recent tax year? ✓ Yes ____ No

   If Yes, did the local business pay any of this tax to the City of Lubbock? ✓ Yes ____ No

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for eligibility shall be prohibited from bidding on City of Lubbock products and services for a period of one (1) year.

Authorized Signature: Michael D. Moffenbier Date: 9/4/2013

Printed Name and Title: Michael D. Moffenbier

City of Lubbock, TX
Sampling and Monitoring
Bid Tabulation
September 26, 2013

ITB 13-11423-CP

Bottled Water

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Month Rental	Annual Cost
1	125	EA	5-gallon water dispensing unit				
			DS Waters of America, Inc.	Atlanta, GA	1	124	1,485
2	10	EA	3-gallon water dispensing unit				
			DS Waters of America, Inc.	Atlanta, GA	1	10	119
3	1,200	EA	5-gallon bottle water containers				
			DS Waters of America, Inc.	Atlanta, GA	3	3,828	45,936
			AquaOne Water Co.	Lubbock, TX	5	5,940	71,280
4	50	EA	3-gallon bottle water containers				
			DS Waters of America, Inc.	Atlanta, GA	3	160	1,914
			AquaOne Water Co.	Lubbock, TX	4	198	2,370
			Item by Item				
			DS Waters of America, Inc. Items 1-4	Atlanta, GA			$ 49,454
			AquaOne Co. Water Items 3 -4	Lubbock, TX			73,650

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

Meeting Date: 09/26/2013

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a street-use-license with Pagosa Partners LLC, to install a private underground storm sewer in the City's right-of-way.

Item Summary

The street-use-license with Pagosa Partners LLC allows a private underground storm sewer to be installed across Iola Avenue just north of 34th Street. The license will be issued for twenty (20) years, payable every five (5) years. The license fee for each five-year period is $500.00.

Fiscal Impact

$500.00 Revenue to the General Fund.

Staff/Board Recommending

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

Attachments

Resolution - Pagosa Partners

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 Street Use License, by and between the City of Lubbock and Pagosa Partners, L.L.C., and all related documents. Said License is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

g/ccdocs/St Use Lic-Pagosa Partners, LLC
9.4.13

STREET USE LICENSE

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

This License made this _____, 2013, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS,** a Home Rule Municipal Corporation, and **Pagosa Partners, L.L.C.,** hereinafter called "LICENSEE."

WITNESSETH:

Subject to the terms, conditions and provisions herein, the CITY OF LUBBOCK does hereby grant to the LICENSEE, the right, privilege and license to use a portion of dedicated street for a private underground storm sewer, to wit: as being more particularly described in attached Exhibit "A".

The term of this License shall be for five (5) years from date hereof, and shall be automatically extended for a successive five (5) year term not to exceed twenty (20) years in any event unless either party shall give written notice of termination to the other party sixty (60) days before the expiration of the first, second or third 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 License, with or without cause, upon thirty (30) days notice to LICENSEE. Said notice shall be deemed properly served if deposited in the post office, postage paid, addressed to LICENSEE at **Pagosa Partners, L.L.C., P.O. Box 65207, Lubbock, TX, 79423,** or the last known address of LICENSEE.

Upon the expiration or cancellation and revocation of this License by the CITY OF LUBBOCK, or the abandonment of this License by the LICENSEE, the improvements that are permitted under this license shall be removed by the LICENSEE and the property shall be restored to its original condition at no cost or expense to the CITY OF LUBBOCK. In the event LICENSEE fails or refuses to remove such improvements after demand by the CITY OF LUBBOCK, the CITY OF LUBBOCK shall take possession and remove or cause to be removed such improvements, and the expense incurred shall be assessed against LICENSEE, for which LICENSEE shall be liable.

1. LICENSEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of **FIVE HUNDRED DOLLARS AND NO/100 DOLLARS, ($500.00),** cash in advance contemporaneously with the acceptance and execution hereof by LICENSEE for the first five (5) year term of this License, 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, based on an appraisal of the fair market value of such land by the Right-of-Way Department of the CITY OF LUBBOCK, as applied to the formula for determining such rate established by the City Council. 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 LICENSEE of any change in rates in writing ninety (90) days 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.

2. The LICENSEE agrees to pay all costs arising out of the exercise of this License herein granted including, but not limited to, the cost of cleanup of any oil, hazardous substance, or other material, the replacement and repair of paving, sidewalks and utilities of any nature damaged as a result of the construction authorized by the license.

3. In the event the CITY OF LUBBOCK determines that the License herein granted interferes with or causes the rerouting or realignment of any public utility, franchised utility or sanitary or storm sewer line constructed or to be constructed by the CITY OF LUBBOCK or franchised utility, LICENSEE agrees to reimburse the CITY OF LUBBOCK or such utility, as the case may be, for its expense in relocating or rerouting over and above the expense which would have been incurred except for LICENSEE'S use herein.

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

5. License is made subject to the condition that should the LICENSEE exercise any right under this License 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 LICENSEE, its successors and assigns, will at all time defend, indemnify and otherwise hold the CITY OF LUBBOCK, its agents, servants and employees harmless from any and all claims, demands, actions, causes of action and suits at law or in equity of whatsoever kind or nature which may grow out of or be related to the making of this license or the construction or maintenance use permitted herein. The CITY OF LUBBOCK, at its option, may require an agreement with any contractors hired by LICENSEE 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 an amount and in a form satisfactory to the said CITY OF LUBBOCK, guaranteeing the faithful performance of all the terms, covenants and conditions contained 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 LICENSEE prior to incurring any costs or expenses or the payment of any such claims or demands in order to give LICENSEE a reasonable opportunity to settle or adjust the same. CITY OF LUBBOCK shall not be liable to LICENSEE for any damages to LICENSEE'S cable licensed hereunder arising out of the construction, reconstruction or maintenance of the CITY OF LUBBOCK'S street or any of CITY OF LUBBOCK'S utilities in the area occupied by LICENSEE'S cable by any city department.

6. LICENSEE agrees and is required to furnish a certificate of public liability and property damage insurance within limits specified by and in a form satisfactory to the City Attorney for the CITY OF LUBBOCK, and which names the CITY OF LUBBOCK as an additional insured, said policy covering the uses herein granted.

7. All of the covenants and provisions of this License shall be binding upon and inure to the benefit of the successors, legal representatives, assigns and the duly authorized agents 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 LICENSEE, its successors or assigns shall be binding upon the CITY OF LUBBOCK without the consent of the CITY OF LUBBOCK in each instance, except as specified in numbered paragraph four (4).

8. LICENSEE, by the acceptance of the uses permitted herein, understands and agrees that no interest, title or rights of possession are intended or implied except those expressly set forth herein, and LICENSEE waives any and all claims in and to the public way it is permitted to use hereby and agrees to give peaceful possession of said property covered herein upon termination or cancellation of this License. No interest for real property is conveyed or granted by this License.

9. The City 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 provision shall control.

CITY OF LUBBOCK

By: _____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

AGREED TO AND ACCEPTED this _____, 2013.

Pagosa Partners, L.L.C.

By: _____

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **GLEN C. ROBERTSON,** Mayor of the City of Lubbock, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____, 2013.

Notary Public in and for the State of Texas
My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF Lubbock §

CASEY LYNN HOPKINS
MY COMMISSION EXPIRES
October 8, 2016

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Ronald S Childress, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and as an act and deed of said **Pagosa Partners, L.L.C.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9-10-, 2013.

Casey Hopkins
Notary Public in and for the State of Texas
My Commission Expires: October 8, 2016

Lic.St Use Lic-Pagosa Partners, L.L.C.
9.4.13

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



STORM SEWER EASEMENT – AREA WITHIN IOLA AVENUE

METES AND BOUND DESCRIPTION of a 0.0138 acre tract of land located in Section 44, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at an 80 penny nail set in the East right-of-way line of Iola Avenue as dedicated by plat recorded under County Clerk File No. 2013025115 of the Official Public Records of Lubbock County, Texas, for the Southeast corner of this tract which bears N. 01°51'35" E. a distance of 862.05 feet and N. 88°08'25" W. a distance of 2626.70 feet from the Southeast corner of Section 44, Block AK, Lubbock County, Texas;

THENCE N. 88°08'25" W. a distance of 60.00 feet to an 80 penny nail set in the West right-of-way line of said Iola Avenue for the Southwest corner of this tract;

THENCE N. 01°51'35" E., along said West right-of-way line, a distance of 10.00 feet to an 80 penny nail set for the Northwest corner of this tract;

THENCE S. 88°08'25" E. a distance of 60.00 feet to an 80 penny nail set in the East right-of-way line of said Iola Avenue for the Northeast corner of this tract;

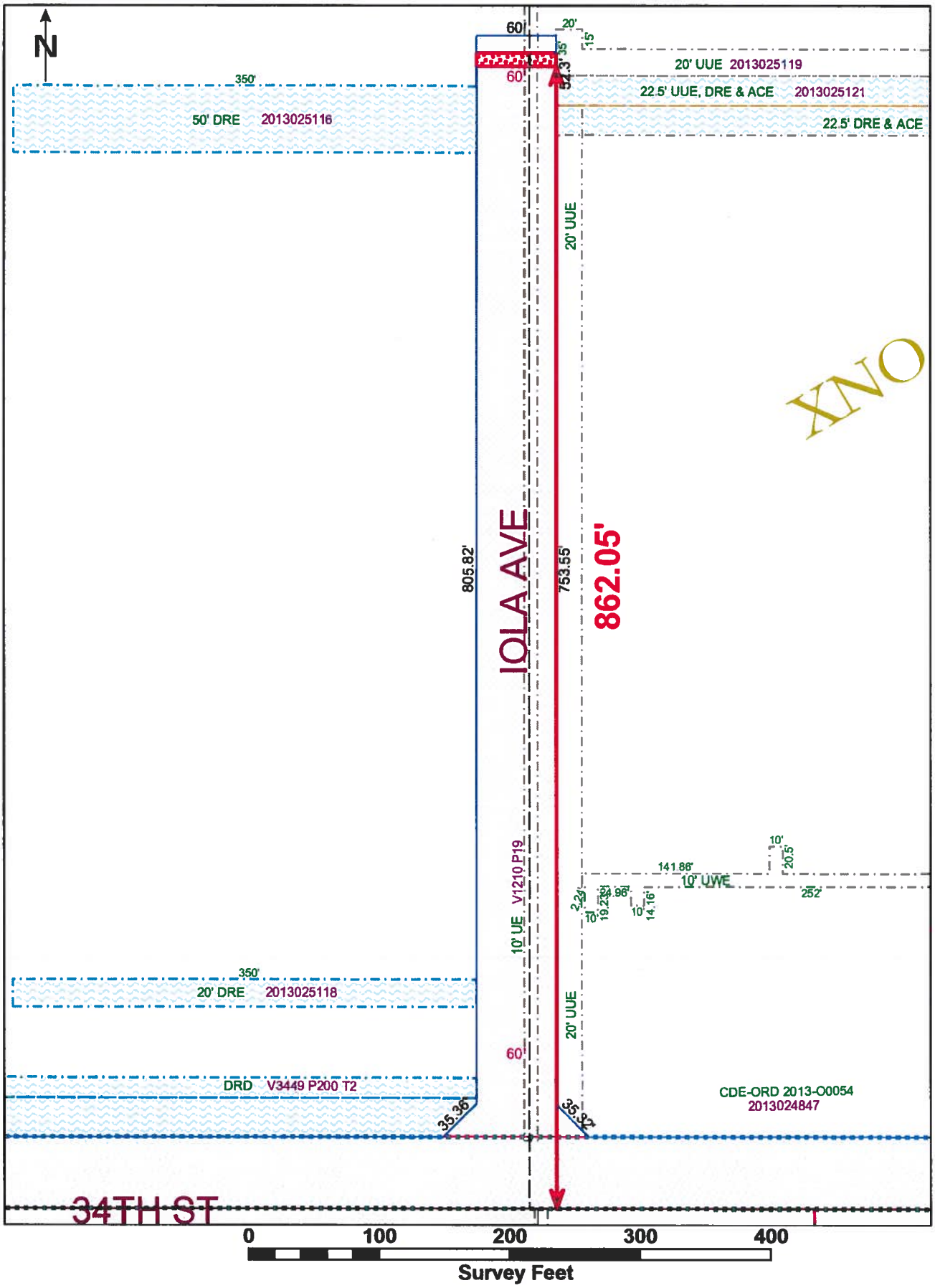
THENCE S. 01°51'35" W., along said East right-of-way line, a distance of 10.00 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83, Texas Coordinate System, North-Central Zone, City of Lubbock Geodetic Network and Aerial Control. Distances are Surface, U.S. Survey Feet.

Contains: 600 square feet.

NOTICE: This electronic file is provided for convenience purposes and is a verbatim copy of a certified description retained on file at Hugo Reed and Associates, Inc. In any case of discrepancy, the certified description governs.

Proposed Storm Sewer Use License Across Iola Avenue North of 34th Street



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

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

Meeting Date: 09/26/2013

Information

Agenda Item

Resolution-Right-of-Way: Consider a resolution authorizing the Mayor to execute a street-use-license with Security State Bank, to install a subsurface communication cable in the City's right-of-way.

Item Summary

The street-use-license with Security State Bank allows subsurface fiber optic communication cable to be bored across 78th Street just east of Quaker Avenue to connect two buildings with fiber communication. The license will be issued for twenty (20) years, payable every five (5) years. The license fee for each five-year period is $500.00.

Fiscal Impact

$500.00 Revenue to the General Fund.

Staff/Board Recommending

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

Attachments

Resolution - Security State Bank

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 Street Use License, by and between the City of Lubbock and Security State Bank, and all related documents. Said License is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

gsccdocs/Res.St Use Lic- Security State Bank
8.21..13

STREET USE LICENSE

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

This License made this _____, 2013, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS,** a Home Rule Municipal Corporation, and **Security State Bank,** hereinafter called "LICENSEE."

WITNESSETH:

Subject to the terms, conditions and provisions herein, the CITY OF LUBBOCK does hereby grant to the LICENSEE, the right, privilege and license to use a portion of dedicated street for a subsurface fiber optic communications cable, to wit:

BEGINNING at a point 121-feet West of the Southeast corner of Tract E, King's Park Addition recorded in Volume 3809, Page 239;

THENCE South 60-feet to a point;

THENCE West 2-feet to a point;

THENCE North 60-feet to a point;

THENCE East 2-feet to the POINT OF BEGINNING.

The term of this License shall be for five (5) years from date hereof, and shall be automatically extended for a successive five (5) year term not to exceed twenty (20) years in any event unless either party shall give written notice of termination to the other party sixty (60) days before the expiration of the first, second or third 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 License, with or without cause, upon thirty (30) days notice to LICENSEE. Said notice shall be deemed properly served if deposited in the post office, postage paid, addressed to LICENSEE at **Security State Bank, 7801 Quaker Avenue, Lubbock, TX, 79424,** or the last known address of LICENSEE.

Upon the expiration or cancellation and revocation of this License by the CITY OF LUBBOCK, or the abandonment of this License by the LICENSEE, the improvements that are permitted under this license shall be removed by the LICENSEE and the property shall be restored to its original condition at no cost or expense to the CITY OF LUBBOCK. In the event LICENSEE fails or refuses to remove such improvements after demand by the CITY OF LUBBOCK, the CITY OF LUBBOCK shall take possession and remove or cause to be removed such improvements, and the expense incurred shall be assessed against LICENSEE, for which LICENSEE shall be liable.

1. LICENSEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of **FIVE HUNDRED DOLLARS AND NO/100 DOLLARS, ($500.00),** cash in advance contemporaneously with the acceptance and execution hereof by LICENSEE for the first five (5) year term of this License, 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, based on an appraisal of the fair market value of such land by the Right-of-Way Department of the CITY OF LUBBOCK, as applied to the formula for determining such rate established by the City Council. 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 LICENSEE of any change in rates in writing ninety (90) days 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.

2. The LICENSEE agrees to pay all costs arising out of the exercise of this License herein granted including, but not limited to, the cost of cleanup of any oil, hazardous substance, or other material, the replacement and repair of paving, sidewalks and utilities of any nature damaged as a result of the construction authorized by the license.

3. In the event the CITY OF LUBBOCK determines that the License herein granted interferes with or causes the rerouting or realignment of any public utility, franchised utility or sanitary or storm sewer line constructed or to be constructed by the CITY OF LUBBOCK or franchised utility, LICENSEE agrees to reimburse the CITY OF LUBBOCK or such utility, as the case may be, for its expense in relocating or rerouting over and above the expense which would have been incurred except for LICENSEE'S use herein.

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

5. License is made subject to the condition that should the LICENSEE exercise any right under this License 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 LICENSEE, its successors and assigns, will at all time defend, indemnify and otherwise hold the CITY OF LUBBOCK, its agents, servants and employees harmless from any and all claims, demands, actions, causes of action and suits at law or in equity of whatsoever kind or nature which may grow out of or be related to the making of this license or the construction or maintenance use permitted herein. The CITY OF LUBBOCK, at its option, may require an agreement with any contractors hired by LICENSEE 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 an amount and in a form satisfactory to the said CITY OF LUBBOCK, guaranteeing the faithful performance of all the terms, covenants and conditions contained 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 LICENSEE prior to incurring any costs or expenses or the payment of any such claims or demands in order to give LICENSEE a reasonable opportunity to settle or adjust the same. CITY OF LUBBOCK shall not be liable to LICENSEE for any damages to LICENSEE'S cable licensed hereunder arising out of the construction, reconstruction or maintenance of the CITY OF LUBBOCK'S street or any of CITY OF LUBBOCK'S utilities in the area occupied by LICENSEE'S cable by any city department.

6. LICENSEE agrees and is required to furnish a certificate of public liability and property damage insurance within limits specified by and in a form satisfactory to the City Attorney for the CITY OF LUBBOCK, and which names the CITY OF LUBBOCK as an additional insured, said policy covering the uses herein granted.

7. All of the covenants and provisions of this License shall be binding upon and inure to the benefit of the successors, legal representatives, assigns and the duly authorized agents 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 LICENSEE, its successors or assigns shall be binding upon the CITY OF LUBBOCK without the consent of the CITY OF LUBBOCK in each instance, except as specified in numbered paragraph four (4).

8. LICENSEE, by the acceptance of the uses permitted herein, understands and agrees that no interest, title or rights of possession are intended or implied except those expressly set forth herein, and LICENSEE waives any and all claims in and to the public way it is permitted to use hereby and agrees to give peaceful possession of said property covered herein upon termination or cancellation of this License. No interest for real property is conveyed or granted by this License.

9. The City 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 provision shall control.

CITY OF LUBBOCK

By: _____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

AGREED TO AND ACCEPTED this _____, 2013.

Security State Bank

By: _____

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **GLEN C. ROBERTSON,** Mayor of the City of Lubbock, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____, 2013.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared George Richardson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and as an act and deed of said **Security State Bank.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th of August, 2013.

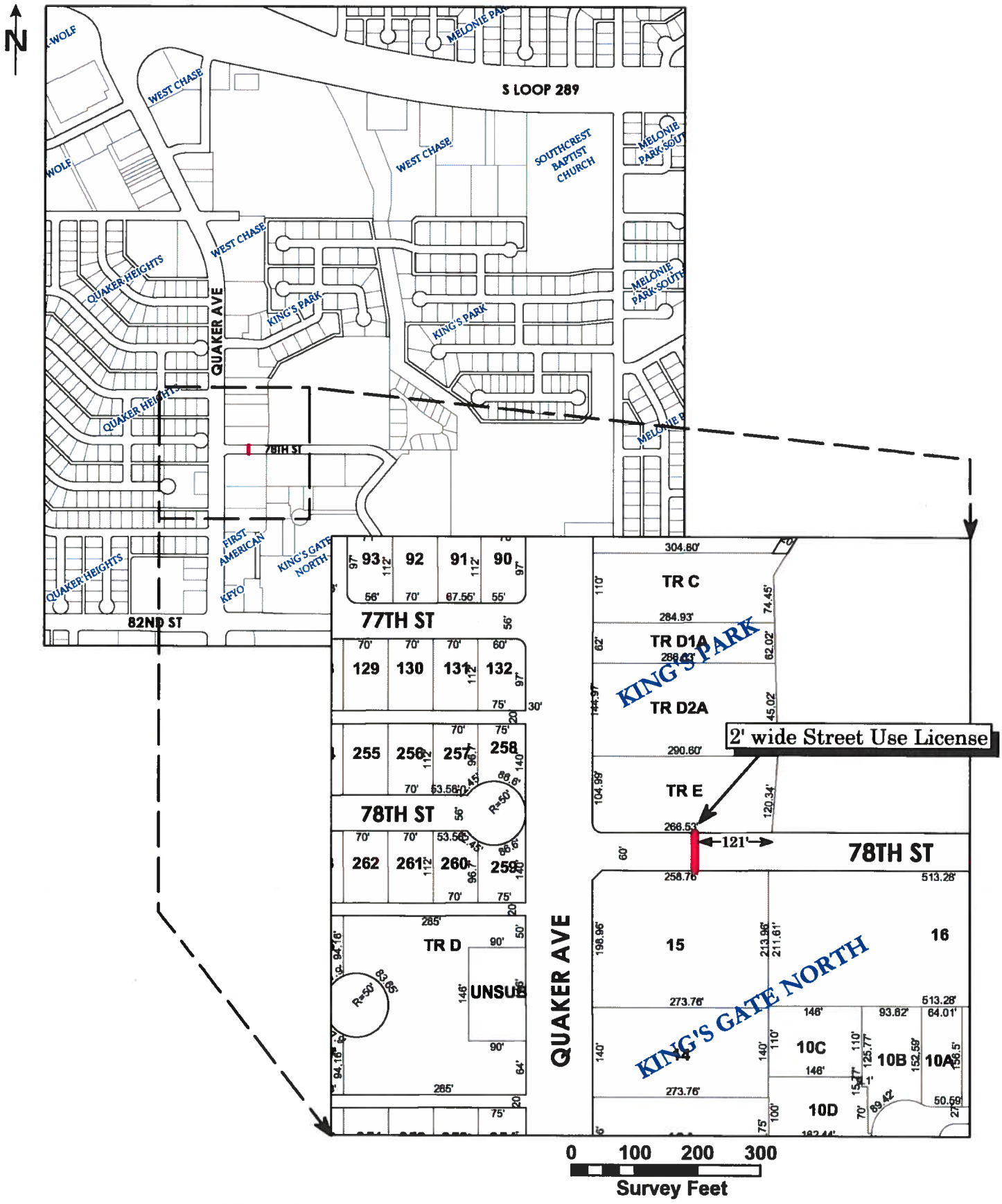
JANET TREVINO
Notary Public, State of Texas
My Commission Expires
October 19, 2014

Janet Trevino
Notary Public in and for the State of Texas

My Commission Expires: 10-19-2014

gs/Chad//Licenses/-ENMR Telephone Cooperative
8.21.13

Proposed 2' wide Street Use License Area
Across 78th Street East of Quaker Avenue



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

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

Meeting Date: 09/26/2013

Information

Agenda Item

Contract Resolution - Facilities: Consider a resolution authorizing the Mayor to execute contract 11452 with High Plains Contractors & Management Group, Inc., of Lubbock, Texas, for the construction of a metal building at Lubbock Police Department Firing Range, RFP 13-11452-TF.

Item Summary

This contract is for the construction of a 2,400 sq. ft. metal building for the Police Firing Range located at 11602 West 19th Street. This facility will be used to store equipment and other items that are currently exposed to the elements.

The following general contractors submitted proposals and were evaluated and ranked in relation to the published selection criteria pursuant to Texas Government Code, Section 2267. Proposals were solicited and six firms responded with sealed proposals. All firms were from Lubbock, Texas. The proposals ranged in price from $112,650 to $140,877 with the number of days proposed for completion ranging from 90 to 150 total calendar days.

Six proposals were received from the following contractors:

Company	Amount
High Plains Contractors & Management Group, Inc., of Lubbock, TX	$112,650
Brown-McKee, Inc., of Lubbock, TX	117,387
Denton-Renfroe Inc., of Lubbock, TX	118,610
Minnix Commercial Partner's, LTD, of Lubbock, TX	123,296
WR Construction, Inc., of Lubbock, TX	126,570
Collier Construction Company, of Lubbock, TX	140,877

The proposals were evaluated using the following criteria: Price - 60%, Contractor Qualifications - 20%, Record of Performance - 10%, and Construction Time - 10%. The maximum point value is 500 points. The proposals were evaluated and the following ranking was obtained:

Company	Points
High Plains Contractors & Management Group, Inc., of Lubbock, TX	453
Brown-McKee, Inc., of Lubbock, TX	439
Minnix Commercial Partner's, LTD, of Lubbock, TX	415
WR Construction, Inc., of Lubbock, TX	410
Denton-Renfroe Inc., of Lubbock, TX	385
Collier Construction Company, of Lubbock, TX	361

Based on past history, staff and the evaluation committee recommend the lump sum price contract with the additive alternate to the highest ranked proposer, High Plains Contractors & Management Group, Inc., of Lubbock, Texas, for the amount of $112,650. Time for completion is 105 consecutive calendar days, and liquidated damages are $100 per calendar day.

Fiscal Impact

$750,000 is available in Police Award Trust-Other Equipment 142.8163, with $112,650 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Manager
Roger Ellis, Chief of Police

Attachments

Resolution & Bid Form - High Plains Contractors

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. 11452 for construction of a metal building at the Lubbock Police Department Firing Range, by and between the City of Lubbock and High Plains Contractors and Management Group, 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:

_____
Roger Ellis, Chief of Police

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-High Plains Contractors
August 21, 2013

PROPOSAL SUBMITTAL FORM
LUMP SUM PRICE PROPOSAL CONTRACT

DATE: August 6, 2013

RFP 13-11452-TF - Construction of a Metal Building at Lubbock Police Department Firing Range

Proposal of High Plains Contractors & Management Group, 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 Construction of a Metal Building at Lubbock Police Department Firing Range 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	Construction of New Metal Building, per specifications.	LS	$44,000.00	$65,000.00	$109,000.00

TOTAL PROPOSAL ITEM #1: ($ 109,000.00)

DURATION

1. Number of days required for construction: **TOTAL CALENDAR DAYS:** 105

ADDITIVE ALTERNATES

ITEM NO.	DESCRIPTION	UNIT	MATERIALS	LABOR	TOTAL PRICE
1	Install a concealed fastener panel roofing system in lieu of R-Panel Roof system with exposed screws as per Section 01200.	LS	$2,650.00	$1,000.00	$3,650.00

GE 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 substantially complete the project within **120 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 **$100** for each day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

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

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

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

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

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

_____ Offeror's Initials

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 ($_____) or a Proposal Bond in the sum of Five thousnad four hundred fifty **Dollars ($** 5,450.00 **), 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(a), 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: August 6, 2013

Authorized Signature

Sonny Owens
(Printed or Typed Name)

High Plains Contractors & Management
Company Group, Inc.
7433 Hwy. 62, Ste. B
Address
Lubbock, Lubbock
City, County
Texas, 79407
State Zip Code
Telephone: 806 - 368- 9842
Fax: 806 - 368- 9843
Email: sonny.owens@hpcmg.com

FEDERAL TAX ID or SOCIAL SECURITY No.

26-4585560

(Seal if Offeror is a Corporation)

ATTEST:

Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 8/2/2013
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. 18.**

Meeting Date: 09/26/2013

Information

Agenda Item

Contract Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute contract 11142 with Turfmaster Irrigation and Landscaping Inc., for irrigation system upgrades at Jack Stevens Park, BID 13-11142-TL.

Item Summary

This project involves a new irrigation system at Stevens Park and Fire Station 12. The contract includes the removal and return of existing valves and sprinkler heads, installation of a new controller, sleeves, back flow assembles, piping, valves, and irrigation heads. The existing irrigation system does not meet current ordinances. Delay of the project may result in higher project cost and loss of turf and trees at the Park and Fire Station 12. The contract award for this agenda item is awarded by the lump sum price.

The following companies submitted bids:

Turfmaster Irrigation and Landscape Inc. of Lubbock, TX	$247,000
Accent Landscape Contractors Inc. of El Paso, TX	279,369
Duininck Inc. of Prinsburg, MN	457,397

The City has worked with Turfmaster Irrigation and Landscaping Inc., of Lubbock, TX over the past several years and has successfully completed over 250 acres of irrigation on twelve sites for the Parks Department and has worked on the well conversion project for the Water Department.

Time for completion is 180 calendar days and liquidated damages are $150 for each calendar day. Staff recommends contract award to the lowest bidder meeting specifications, Turfmaster Irrigation and Landscape Inc. of Lubbock TX for $247,000.

Fiscal Impact

$2,857,960 is appropriated in Capital Improvement Project 92169, Irrigation Automation and Control Systems, with $247,000 available for this purpose.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - Turfmaster Irrigation

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11142 for irrigation system upgrades in Jack Stevens Park, by and between the City of Lubbock and Turfmaster Irrigation and Landscaping, 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:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Turfmaster Irrigation
February 7, 2013

BID SUBMITTAL FORM
LUMP SUM BID CONTRACT

DATE: 2-6-13

"ITB 13-11142-TL, Irrigation System Upgrades Jack Stevens Park"

Bid of Turfmaster Irrigation and Landscaping, Inc. (hereinafter called Bidder)

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

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of "Irrigation System Upgrades Jack Stevens", having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below.

The bidder binds himself on acceptance of his bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated below.

Base Bid

Item No.	Description	Lump Sum
1.	The Contractor shall supply all supervision, perform all work, furnish all labor, tools, materials, equipment, and incidentals necessary to fully and properly perform all irrigation work as shown on the plans and described in the specifications including but not limited to; digging, trenching, service connection, backflow assembly, mainline, quick coupler, wire, valves, boxes, laterals, swing joints, heads, adjusting, site work and fine grading. All construction and other work shall be completed in accordance with all governing codes and ordinances, with the best engineering and construction practices, including material manufacturer's recommendations for installation and workmanship, for the skill or trade involved.	$ 247,000.00

Bidder's Initials

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **180 (One Hundred Eighty)** calendar days thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **$150 (One Hundred Fifty)** for each calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Bidders.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of THIRTY (30) calendar days after the scheduled closing time for receiving bids.

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

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

Enclosed with this bid is a Cashier's Check or Certified Check for N/A **Dollars ($ ——) or a Bid Bond in the sum of** Twelve thousand three hundred fifty **Dollars ($** 12,350.00**), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.**

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

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

Date: 2-6-13

Authorized Signature

Jimmy Schneider
(Printed or Typed Name)

Turfmaster Irrigation and Landscaping, Inc.
Company

11410 Trafalgar Ave
Address

Lubbock, Lubbock
City, County

TX, 79424
State, Zip Code

Telephone: 806 - 787-3767

Fax: 806 - 407-5806

FEDERAL TAX ID or SOCIAL SECURITY No.
75-2658808

EMAIL: jimmyturfmaster@gmail.com

(Seal if Bidder is a Corporation)

ATTEST:

Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. #1 Date 1-29-13
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

M/WBE Firm:

	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)

City of Lubbock, TX
Capital Project
Project Cost Detail
September 26, 2013

Capital Project Number:	92169
Capital Project Name:	Irrigation Automation & Control Systems

	Budget
Encumbered/Expended	
Staff Cost; Admin and Design	$ 34,956
Bid Cost	644
Water Depart; Water line, meter and meter box	87,984
Wallace Sprinkler Co. - Mae Simmons Irrigaion Systems	514,000
Turfmaster Irrigation and Landscaping Inc. - Clapp Park Irrigation	1,003,125
Clapp Park Irrigaion Systems Other	21,465
Clapp Park Ball Field Lighting	51,424
Tommy Klein Construction - Maxey Park & Buddy Holly Irrigation	37,362
West Texas Engineering, LLC - Stevens Irrigation A/E	7,000
Hub City Water Boys Inc. - Rodgers Park Irrigation	59,725
Agenda Items September 26, 2013	
Irrigation System Upgrades Jack Stevens	247,000
Encumbered/Expended To Date	2,064,685
Estimated Costs for Remaining Appropriation	
Water Depart; Water line, meter and meter box	36,000
Irrigation	757,275
Remaining Appropriation	793,275
Total Appropriation	$ 2,857,960

Managing Department **Water Utility Admin**

Project Manager **Craig Wuensche**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Replace existing manual systems with centralized automation and operation of automatic irrigation systems throughout the park system. Centralized control of systems operation improves efficiency by allowing rapid adjustment to plant water requirements resulting from daily water conditions. The ability to monitor system performance and automatically halt the operation of a damaged system saves water.

The appropriation for FY 2008-09 was used for the irrigation system at Mae Simmons Park which is complete. The appropriation for FY 2009-10 was used for the irrigation system at Clapp Park. The remainder of the appropriation will be used for the irrigation automation systems of citywide medians and the irrigation system at Stevens Park.

Project Justification

This project will result in water savings through the efficient application and monitoring of irrigation.

Project History

$1,422,960 was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
$1,317,211 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
Reduced funding by $467,211 in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-O0108, December 2, 2009.
$585,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	2,583,943	0	0	0	0	0	0	2,583,943
Design and Engineering	274,017	0	0	0	0	0	0	274,017
Total Project Appropriation	2,857,960	0	0	0	0	0	0	2,857,960

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
FY 2008 Water Revenue CO's	850,000	0	0	0	0	0	0	850,000
FY 2009 10-year Water Revenue CO's	1,422,960	0	0	0	0	0	0	1,422,960
FY 2011 Water Revenue CO's	585,000	0	0	0	0	0	0	585,000
Total Funding Sources	2,857,960	0	0	0	0	0	0	2,857,960

Regular City Council Meeting **5. 19.**

Meeting Date: 09/26/2013

Information

Agenda Item

Ordinance 2nd Reading- Building Inspection: Consider Ordinance 2013-O0092 amending Chapter 28.14 of the Code of Ordinances (2009 International Residential Code), to provide for certain amendments thereto to meet local conditions.

Item Summary

On September 10, 2013, the City Council approved the first reading of the ordinance.

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

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

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Amending 2009 Residential Code

ORDINANCE NO. _____

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

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

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

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

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

R303.3 Bathrooms. Bathrooms, water closet compartments and other similar rooms shall be provided with aggregate glazing area in windows of not less than 3 square feet (0.279 m^2), one-half of which must be openable.

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

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

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

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

Exceptions:

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

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

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

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

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

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

iii. As otherwise approved by the Building Official.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section M1411.5. Insulation of refrigerant piping. Piping and fittings for refrigerant vapor (suction) lines shall be insulated with 3/8 wall closed cell insulation having a thermal resistivity of at least R = 2.D hr-ft2 -- F/BTU and having external surface permanence not exceeding 0.05 perm when tested in accordance with ASTM E 96.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exceptions:

1. Elevation of the ignition source is not required for fuel gas-fired water heaters that are listed as flammable vapor ignition-resistant. (See Section G2408.2).

2. Electric water heaters are not required to be elevated, as the elements are not considered an ignition source.

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

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

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

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

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

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

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

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

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

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

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

Service valves shall be installed in the following locations:

1. On the water service pipe from the public water supply at or near the water meter.

2. On the water service pipe at the entrance into the building(s) if the service valve required by (1) above is more than 100 feet from said building(s).

3. On the water supply pipe to a gravity or pressurized water tank.

4. On the water supply pipe to every water heater.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AND IT IS SO ORDERED.

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Steve O'Neal, Chief Building Official

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

Ord.IRC 2009 revised for brick veneer
8.7.13

Regular City Council Meeting **5. 20.**

Meeting Date: 09/26/2013

Information

Agenda Item

Contract Resolution - Community Development: Consider a resolution authorizing the Mayor to execute an amendment to contract 10995 to a Community Development funding Contract with the Salvation Army, a Georgia Corporation for the Emergency Solutions Grant for rapid re-housing of homeless individuals and families by providing assistance with rent, utilities, relocation and stabilization services.

Item Summary

The City Council voted on October 25, 2012 at its regularly scheduled meeting to approve funding for Salvation Army from the Emergency Shelter Grant in the amount of $120,207. The current contract runs through September 30, 2013. This amendment extends the terms of service from October 1, 2012 to September 30, 2015.

The Salvation Army is the recipient of these funds and will use the funds to provide homeless services to homeless individuals and families. The total for the contact is $120,207.

Fiscal Impact

The funds used are from the ESG. The maximum to be allocated to this project is $120,207.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & Amendment - Salvation Army

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Amendment to a Community Development Funding Contract, by and between the City of Lubbock and the Salvation Army, a Georgia Corporation, for the Emergency Solutions Grant providing assistance services, and all related documents. Said Amendment is attached hereto and incorporated in this Resolution as if fully set forth herein, and shall be included in the minutes of the City Council.

Passed by the City Council this _____, 2013

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, CD Director/Citibus Liaison

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

gs/Amend.CD Funding Contract-Salvation Army Emergency Solutions Grant.res
8.26.13

STATE OF TEXAS §

CONTRACTOR OF LUBBOCK §

AMENDMENT TO COMMUNITY DEVELOPMENT FUNDING AGREEMENT BETWEEN THE CITY OF LUBBOCK AND SALVATION ARMY A GEORGIA CORPORATION

This amendment to Agreement is entered into this ____ day of September 2013 between the City of Lubbock, a Texas municipal corporation (hereinafter called "the City") and Salvation Army a Georgia Corporation a non-profit corporation (hereinafter called "Contractor").

WHEREAS, the Contractor and the City have previously entered into an Agreement dated October 25, 2012 (hereinafter called "the Agreement"); and

WHEREAS, the City and the Contractor hereby desire to amend said agreement.

NOW THEREFORE, the City and the Contractor hereby agree to amend the Agreement as follows:

1) Paragraph II Time of Performance of the Agreement is hereby amended as follows:

This Agreement shall commence October 1, 2012, and shall terminate September 30, 2015. The term of the Agreement and the provisions herein shall be extended to cover any additional time period during which the Grantee remains in control of ESG funds or other assets, including program income.

Executed the _____of _____, 2013 as first written as affected as provided herein.

CITY OF LUBBOCK

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Community Development Director

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

SALVATION ARMY A GEORGIA CORPORATION

_____
Tim Grider
AUTHORIZED REPRESENTATIVE

FED.I.D# 58-0660607

Regular City Council Meeting **5. 21.**

Meeting Date: 09/26/2013

Information

Agenda Item

Contract Resolution - Community Development: Consider a resolution authorizing the Mayor to execute an amendment to contract 11369 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).

Item Summary

The City received additional funds in the amount of $100,452 from the Comprehensive Energy Assistance Program (CEAP) administered by the Texas Department of Housing and Community Affairs (TDHCA). The City will pass the funds to LSSS, a subrecipient, to operate the Utility Assistance Component to provide utility assistance to qualified low-income persons and families.

To date, the City Council has accepted and appropriated Contract #58130001622 totaling $1,015,302 for the CEAP grant. Of this amount, the City Council has approved a CEAP funding contract to LSSS in the amount of $606,663. In addition, the City Council accepted and appropriated an additional CEAP Contract #58120001681 in the amount of $486,115 of which $237,276 was allocated to LSSS.

This amendment allocates the amount of $100,452 to LSSS for a total contract amount of $944,391. The period of performance is January 1, 2013 through December 31, 2013.

Fiscal Impact

With the additional funds of $100,452 and the previously allocated funds, the contract total with LSSS is now $944,391. Funds are from the TDHCA for the CEAP components.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & Amendment - Lutheran Social Services

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, an Amendment to a Community Development Funding Contract, by and between the City of Lubbock and Lutheran Social Services of the South for the Comprehensive Energy Assistance Program (CEAP) Household Crisis and Utility Assistance Components, and all related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, CD Director/Citibus Liaison

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

gs/ccdocs-CEAP res-Lutheran Social Srvs of the South.13
8.20.13

STATE OF TEXAS

CONTRACTOR OF LUBBOCK

AMENDMENT TO COMPREHENSIVE ENERGY ASSISTANCE PROGRAM AND COMMUNITY SERVICES BLOCK GRANT AGREEMENT BETWEEN THE CITY OF LUBBOCK AND LUTHERAN SOCIAL SERVICES OF THE SOUTH

This amendment to Agreement is entered into this 26th day of September, 2013 between the City of Lubbock, a Texas municipal corporation (hereinafter called "the City") and Lutheran Social Services of the South, a non-profit organization (hereinafter called "Contractor").

WHEREAS, the Contractor and the City have previously entered into an Agreement dated June 13, 2013 (hereinafter called "the Agreement"); and

WHEREAS, the City and the Contractor hereby desire to amend said agreement.

NOW THEREFORE, the City and the Contractor hereby agree to amend the Agreement as follows:

1) Paragraph II. B. 1.

City agrees to provide Contractor assistance from the Comprehensive Energy Assistance Program (CEAP) funds in an additional amount not to exceed $100,452 in CEAP funds for the Utility Assistance Component, in addition to the $857,939 in CEAP and CSBG funds previously granted in the agreement in return for Contractor performing the activities set forth in this Contract as consideration for said funds.

2) This amendment to the Agreement shall be effective upon execution. The Remainder of the Agreement shall remain in full force and affect except as changed herein.

Executed the _____of _____, 2013 as first written as affected as provided herein.

CITY OF LUBBOCK:

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Community Development Director

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

LUTHERAN SOCIAL SERVICES OF THE SOUTH

_____

AUTHORIZED REPRESENTATIVE

FED.I.D# 74-1109745

Regular City Council Meeting **5. 22.**

Meeting Date: 09/26/2013

Information

Agenda Item

Contract Resolution - Community Development: Consider a resolution authorizing the Mayor to approve the donation of two vacant Urban Renewal lots to the New Construction Program as HOME Match to further affordable housing for two new single-family residences to be constructed at 3117 and 3119 Teak Avenue, designated as Parcels 789900-18-9 and 789900-18-10, being legally described as Lots Nine (9) and Ten (10), Block Eighteen (18) Sieber Addition, Second Installment to the City of Lubbock, Lubbock County, Texas as a donation to further affordable housing.

Item Summary

This is a donation of the subject vacant lots by the Urban Renewal Agency to the HOME Program as match to affordable housing. The lots are valued at $400.00 each and are the HOME match value. These lots are properly zoned for residential development.

These lots will be developed for two new single-families who are approved first time home buyers in the Community Development's New Construction Program.

Fiscal Impact

The development will put the property back on the tax roles and remove the weed mowing expense.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - Urban Renewal

Map - Sieber Addition

RESOLUTION

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

THAT the City Council of the City of Lubbock does hereby approve the donation of two Urban Renewal vacant lots valued at $400.00 each to the New Construction Program as HOME Match to further affordable housing for two new single-family residences to be constructed at 3117 and 3119 Teak Avenue designated as Parcel 789900-18-9 and 789900-18-10 legally described as Lots Nine (9) and Ten (10), Block Eighteen (18), Sieber 2nd Addition, Second Installment to the City of Lubbock, Lubbock County, Texas.

Passed by the City Council this _____day of _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Rhonda Gentry
Rhonda Gentry
Assistant Community Development Director

APPROVED AS TO FORM:

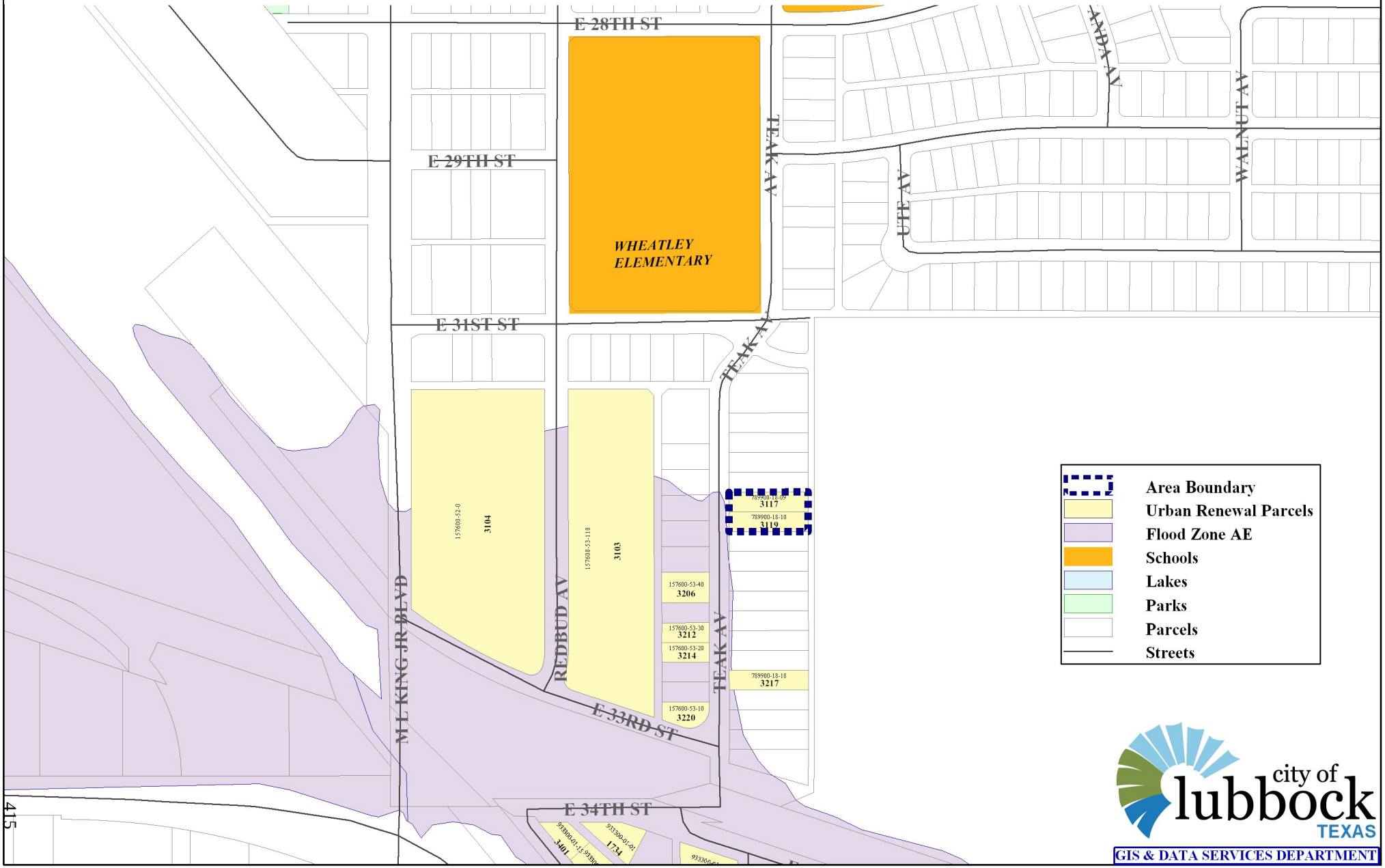
Amy Sims
Assistant City Attorney

Res.Urban Renewal Agency – Land Donation as HOME Match
9.5.13

Prepared by: Community Development Dept.
For: City Council Meeting of September 26, 2013

SIEBER ADDITION, SECOND INSTALLMENT

ADDRESS & PARCEL NO.	LEGAL DESCRIPTION	DEVELOPER	PRICE	DEVELOPMENT
3117 & 3119 Teak Ave. 789900-18-9 & 10	Lots 9 & 10, Block 18, Sieber Addition, Second Installment	Community Development Dept. for two approved applicants in the New Construction Program	N/A Donation to the New Construction Program as HOME match value of $400.00 for each lot	Two Single-Family Residences



city of lubbock TEXAS
GIS & DATA SERVICES DEPARTMENT

Regular City Council Meeting **5. 23.**

Meeting Date: 09/26/2013

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing the Mayor to execute the North and East Lubbock Community Development Corporation (NELCDC) Grant Management agreement.

Item Summary

The City Council approved Fiscal Year 2013-14 budget ordinance 2013-O0087 containing within $251,068 to fund the NELCDC. The proposed Grant Agreement provides the necessary terms for the use of these funds. In addition to utilizing funds to operate its existing programs and activities for housing and economic development within north and east areas of the city, the NELCDC Board requests administrative City oversight to assist them in developing and implementing strategies.

Fiscal Impact

The City Council approved Fiscal Year 2013-14 budget ordinance 2013-O0087 containing within $251,068 to fund the NELCDC.
As an additional requirement under the Grant Agreement this fiscal year, the NELCDC will be subject to additional City oversight and assistance. The Board of Directors has voted to appoint Deputy City Secretary, Thomas Harris III to serve as the Executive Director of the NELCDC. If approved by the City and in addition to his current position with the City of Lubbock, he shall provide oversight and assistance to the NELCDC in performing its responsibilities under the terms of this Grant Agreement.

Staff/Board Recommending

Quincy White, Assistant City Manager
NELCDC Board of Directors

Attachments

Resolution & Agreement - NELCDC

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 Grant Management Agreement for the purpose of promoting economic development within the North and East areas of the City, by and between the City of Lubbock and North & East Lubbock Community Development Corporation, and all related documents. Said Agreement is attached hereto as Exhibit "A" and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council; and

Passed by the City Council this _____ day of _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Quincy White, Assistant City Manager

APPROVED AS TO FORM:

_____
Laura Pratt, Assistant City Attorney

Resolution - NECDC Grant FY 2013-14

GRANT MANAGEMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into between the **CITY OF LUBBOCK, TEXAS,** a municipal corporation ("City") and **NORTH & EAST LUBBOCK COMMUNITY DEVELOPMENT CORPORATION** a Texas not-for-profit corporation (the "Corporation").

PREAMBLE

Pursuant to Local Government Code §380.002, Vernon's Texas Codes Annotated, the City of Lubbock (hereinafter called "City") has determined that it wishes to contract with a Texas Non-Profit Corporation for the purpose of promoting economic development within the North and East areas of the City. The Corporation desires to contract with the City of Lubbock for grants of municipal funds for the purpose of promoting, assisting and enhancing economic development.

ARTICLE I

PROGRAMS AND ACTIVITIES; TERM

1.01. Delegation. City hereby delegates to Corporation, and Corporation hereby accepts, responsibility for creating, managing, operating and supervising programs and activities for the purpose of promoting, assisting and enhancing economic development within the North and East areas of the City:

(a) Housing development: Increase housing supply, land assemblage, and site development.

(b) Community economic development: Provide project oversight and generate economic activity in the area.

1.02. Governmental Requirements. The Corporation shall conduct its programs and activities in accordance with all applicable laws, rules, statutes, and regulations of federal, state and local governments, including, without limitation, the provisions of Chapter 380 of the Local Government Code, as the same now exist or hereafter may be enacted and/or amended.

1.03. Term. This Agreement shall be for a term of one (1) year, beginning October 1, 2013 and ending September 30, 2014.

ARTICLE II

FISCAL MATTERS

2.01. Funding. City agrees to provide for programs for the public purposes of development and diversification of the economy of the North and East areas of the City, reduction of unemployment and underemployment and development and expansion of commerce in the North and East areas of the City. The City hereby finds that programs within the limits described above are within the scope of Section 380.002 of the Texas Local Government Code and the City hereby delegates to the governing body of the Corporation the authority to determine the priorities and funding of individual programs to the extent allowed by law and subject to a proper and complete accounting of any public funds expended.

2.02. Budgets. The corporation shall prepare and submit to City a detailed annual budget in a form acceptable to City. City and Corporation contemplate that the budget shall be submitted in a form substantially identical to the form used by City's departments in its internal budgeting process, provided that such form may be varied by agreement of City and Corporation. Each budget shall be submitted to City in accordance with the City's budget calendar of the fiscal year to which the budget relates. The City shall notify Corporation of the budget calendar each year in the same manner as it does its own internal departments.

Upon receipt of Corporation's proposed budget, City shall review such budget and promptly notify Corporation of any changes and/or supplements to the proposed budget that the City believes are necessary. City and Corporation agree to work with one another and cooperate in good faith to address any such changes and/or supplements to the proposed budget.

Following completion of any revisions to the proposed budget, City shall submit the proposed budget to the City Council for review and approval by the City Council in accordance with Chapter 102, Local Government Code, and Chapter 1, Article X, Paragraph 4, Lubbock City Charter. The City's final approval of the budget, including any further revisions thereto which may be required by the City Council, shall be in writing.

2.03. Grant Terms.

(a) Grant Amount. Upon the approval and execution of this agreement by the City Council of the City, the City shall fund to Corporation the total grant amount of Two Hundred Fifty One Thousand and Sixty Eight Dollars ($251,068) for the purposes stated in this Agreement. Grant payments shall be made quarterly in the amount of Sixty-Two Thousand Seven Hundred Sixty-Seven dollars ($62,767) according to the following schedule: October 1, January 1, April 1, and July 1.

All such grant amounts distributed to the Corporation shall be subject to and administered in accordance with this Grant Management Agreement.

(b) Unexpended Funds. To the extent any unexpended funds shall remain at the end of a fiscal year, such unexpended funds are reappropriated to Corporation for use during the following fiscal year. Unless such unexpended funds already have been included in the approved budget for the following fiscal year or City and Corporation otherwise agree, Corporation shall determine the budget account or accounts in which such excess funds remain and the excess funds shall be added to the same account or accounts in the following budget in the same proportion.

2.04. Expenditures. Funds received by Corporation under the terms of this Agreement may be spent for day-to-day operations of the Corporation, supplies, salaries, office rental, travel expenses, expenses related to the preparation of business development incentives, or sums to be paid as incentives as a part of a program of grants and loans and other administrative costs, provided that no such revenues may be spent for the conduct of an activity the primary purpose of which is not directly related to the purposes described in paragraph 1.01 above. Corporation shall not make any expenditures using funds provided hereunder unless such expenditures are incurred pursuant to the terms of a budget approved by City as provided in this Agreement.

2.05. Financial Reporting. Corporation shall maintain complete and accurate financial records of each expenditure of funds provided by City pursuant to the terms of this Agreement. All financial records of Corporation shall be maintained on an accrual basis, in accordance with the Government Accounting Standards Board rules and guidelines consistently applied.

Within thirty (30) days following the end of each fiscal quarter, Corporation shall provide to City a written financial statement for such quarter showing all revenues received by Corporation from City with respect to such quarter and listing all expenditures of the Corporation during such fiscal quarter in carrying out its programs and services under this Agreement. In addition, Corporation shall submit to City a quarterly report showing all items related to Corporation's long term commitments to third parties.

Corporation agrees to make all of its records available to City and, to the extent required by law, to other persons, provided that any inspection or review of Corporation's financial records shall be conducted only during Corporation's normal business hours at its offices. City, at its option, shall be entitled to have an audit of Corporation's financial records conducted by an auditor of City's choosing. Any deficiencies noted in audits conducted by City or the auditor of its choosing shall be fully corrected by Corporation within thirty (30) days after receipt of notice of such deficiencies. However, if the nature of the deficiency is such that both parties agree that the deficiency cannot be reasonably cured in thirty (30) days due to economical, financial, or feasibility factors,

then the parties shall agree upon a schedule and a plan to cure said deficiency. Corporation agrees to abide by any such agreed upon schedule and plan to cure.

Additionally, City is aware of the fact that Corporation routinely conducts a complete audit of its financial affairs following the end of each fiscal year through the Corporation's independent auditor. The Corporation agrees to provide City with a copy of any audit report furnished to Corporation.

2.06. Fiscal Year. For purposes of this Agreement, Corporation's fiscal year shall begin on October 1 of each calendar year and shall end on September 30 of the following calendar year.

2.07. Other Revenue. Nothing contained in this Agreement shall prohibit Corporation from obtaining funding for its programs and activities from other sources, including charitable contributions and grants from private foundations and governmental organizations. All funds received by Corporation pursuant to the terms of this Agreement shall be maintained in a segregated account and shall not be commingled with any other funds belonging to Corporation. No funds paid to Corporation pursuant to this Agreement shall be used for any purpose other than the purposes stated in Section 1.01 and 2.04 of this Agreement and, to the extent the Corporation incurs expenditures in connection with the programs and activities described in Section 1.01 which also benefit other programs and activities conducted by Corporation, such expenditures shall be allocated equitably among the various funding sources available to Corporation based upon the relative benefits of such expenditures to the various programs and activities conducted by Corporation.

2.08. Insurance. Corporation shall procure and carry, at its sole cost and expense during the term of this Agreement, insurance protection as hereinafter specified, in form and substance satisfactory to the City, carried with an insurance company authorized to transact business in the State of Texas, covering all foreseeable aspects and operations in connection with the activities contemplated under this Agreement. A Certificate of Insurance specifying each and all coverages shall be submitted to the City no later than thirty (30) days subsequent to the date of this agreement. Corporation shall provide to the City proof of the below-described insurance on or before fourteen (14) days prior to the expiration date of each expiring policy, and cause each required policy to require the insurer to (i) give notice to the City, as specified herein, of termination of any such policy sixty (60) days before such termination is to be effective; and (ii) contain a waiver of any and all of the insurers rights to subrogation that any such insurer or insurers may acquire by virtue of payment of any loss under such insurance.

(a) *Crime insurance*. Corporation shall have Crime Insurance in the amount of $100,000.00 that includes form A, employee dishonest coverage and form B, forgery or alteration coverage.

(b) *Surety Bond.* The Director for the Corporation must maintain a surety bond in the amount of $100,000.00 naming himself or herself as the obligee and the City as the principal.

ARTICLE III

PERSONNEL

3.01. Executive Director. Subject to the approval by the City, the Corporation's Board of Directors shall appoint a City employee to serve as the Executive Director of the Corporation. This City employee shall provide oversight and assistance to the Corporation in performing its responsibilities under the terms of this Agreement.

3.02. Personnel. Corporation shall set the qualifications for and shall hire any and all personnel Corporation deems necessary to discharge its responsibilities under the terms of this Agreement and shall have the authority to fix the compensation and other benefits payable to Corporation's employees. Corporation, in carrying on its programs and activities hereunder, shall be acting solely as an independent contractor and not as an agent or employee of City. All employees of Corporation shall have the sole right and authority to direct the time, place and manner in which its employees perform the tasks for which they are hired, and shall be solely responsible for all income tax withholding, benefits, unemployment compensation payments and other expenses associated with such employees. All contacts between City and Corporation personnel shall be coordinated through the President of Corporation's Board of Directors or such other person or persons as the Corporation's Board of Directors may designate.

ARTICLE IV

OFFICES

4.01. The offices of the Corporation shall be those described in its Articles of Incorporation.

ARTICLE V

TERMINATION

5.01. Termination. This Agreement may be terminated by the mutual agreement of City and Corporation or by default by either City or Corporation as provided in Section 5.02.

5.02. Default. Neither party shall be deemed to be in default under the terms of this Agreement unless and until it has received written notice from the other party

specifically describing any failure on its part to perform its duties and obligations hereunder and does not cure such failure within thirty (30) days following receipt of such written notice from the other party, provided, however, that in the event the nature of the failure is such that it reasonably cannot be cured within said thirty-day period, no default shall occur hereunder so long as the party failing to perform commences to cure such failure within said thirty-day period and thereafter diligently and in good faith prosecutes such cure to completion. Financial inability or delay shall not be deemed to be sufficient cause to extend the cure period, unless any failure to perform by Corporation results from City's failure to timely pay to Corporation funds in the amounts and at the times provided elsewhere in this Agreement.

5.03. Remedies Upon Default. If an event of default shall occur under this Agreement, the non-defaulting party may terminate this Agreement upon written notice to the defaulting party and thereafter pursue such other remedies against the defaulting party as may be permitted by applicable law. Anything contained elsewhere in this Agreement to the contrary notwithstanding, however, no director, officer, employee or agent of either party to this Agreement shall be personally liable for any default by such party.

ARTICLE VI

MISCELLANEOUS

6.01. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any modification or amendment of this Agreement shall be in writing and executed by both parties.

6.02. Applicable Law. This Agreement shall be construed and enforced in all respects in accordance with the laws of the State of Texas and the laws of the United States applicable to transactions in Texas.

6.03. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement.

6.04. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to persons or circumstances, other than those as to which it is determined invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

6.05. Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

6.06. Notices.

(a) Any notice, report, request or demand required, permitted or desired to be given under this Agreement (hereinafter collectively referred to as "Notices") shall be in writing and shall be deemed to have been properly given or served when mailed by registered or certified mail, return receipt requested or personally delivered to the respective party at the following addresses:

If to Corporation: Executive Director
North & East Lubbock Community
Development Corporation
P. O. Box 3893
Lubbock, Texas 79452

If to City: City Manager
City of Lubbock
P. O. Box 2000
Lubbock, Texas 79457-0001

(b) Any addressee or name specified above may be changed by a Notice given by the addressee to the other party in accordance with Section 6.06(a) above.

(c) All Notices shall be deemed effective as of the date of mailing or on the date of personal delivery, as appropriate. Any Notice to be given by and party hereto may be given by counsel for such party.

6.07. Interpretation. Whenever herein the singular number is used, the same shall include the plural, and vice versa, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.

6.08. Time. Time is of the essence to this Agreement and the obligations of the parties hereunder; provided, however, that if any date specified herein for performance of any duty, obligation or responsibility shall fall on a Saturday, Sunday or legal holiday for national banks doing business in Texas, the time for such performance shall be extended until the next day which is not a Saturday, Sunday or legal holiday for national banks doing business in Texas.

EXECUTED this _____ day of _____, 2013.

CITY:

CITY OF LUBBOCK, TEXAS

BY:_____
GLEN C. ROBERTSON, MAYOR

CORPORATION:

NORTH & EAST LUBBOCK COMMUNITY DEVELOPMENT CORPORATION

BY:_____
DAVID LANGSTON

ATTEST:

_____
Rebecca Garza, Secretary

APPROVED AS TO CONTENT:

_____
Quincy White, Assistant City Manager

APPROVED AS TO FORM:

_____
Laura Pratt, Assistant City Attorney

Regular City Council Meeting **5. 24.**

Meeting Date: 09/26/2013

Information

Agenda Item

Contract Resolution – Finance: Consider a resolution approving the North and East Lubbock Community Development Corporation (NELCDC) FY 2013-14 Budget.

Item Summary

The City Council approved the FY 2013-14 Operating Budget and Capital Program with Ordinance 2013-O0087 on September 10, 2013, with $251,068 to fund the NELCDC for FY 2013-14. The grant management agreement with the NELCDC is on this agenda, prior to this item, to be approved. The grant management agreement discusses the allocations and conditions for the grants of municipal funds.

One of the requirements of the grant management agreement is the approval of the NELCDC budget annually. This item will satisfy that requirement.

Fiscal Impact

$251,068 is appropriated in the FY 2013-14 General Fund Operating budget for this purpose.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

NELCDC Resolution and Budget

RESOLUTION

WHEREAS, the North and East Lubbock Community Development Corporation ("NELCDC") is a charitable, tax-exempt corporation that was created in February 2004 to spur growth and investment in the target area of the City of Lubbock, Texas; and

WHEREAS, City of Lubbock currently provides operational funding for the NELCDC; and

WHEREAS, the City Council of the City of Lubbock, Texas, approved the FY 2013-14 Operating Budget and Capital Program with Ordinance 2013-O0087, on September 10, 2013, with two hundred fifty-one thousand, sixty-eight dollars ($251,068), to fund the NELCDC for fiscal year 2013-14; and

WHEREAS, the City Council of the City of Lubbock, Texas, entered into a Grant Management Agreement with the NELCDC on September 26, 2013, which discussed the allocations and conditions for the grants of municipal funds as provided by Ordinance 2013-O0087; and

WHEREAS, the NELCDC Board of Directors approved a proposed budget for Fiscal Year 2013-14, utilizing grants of municipal funds to operate its existing programs and activities for housing and economic development within the north and east areas of the City of Lubbock, Texas.

NOW THEREFORE:

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

THAT the Lubbock City Council hereby approves the North and East Lubbock Community Development Corporation Budget for Fiscal Year 2013-14. Said Budget is attached hereto and incorporated as if fully set forth herein.

Passed by the Lubbock City Council this _____ day of _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

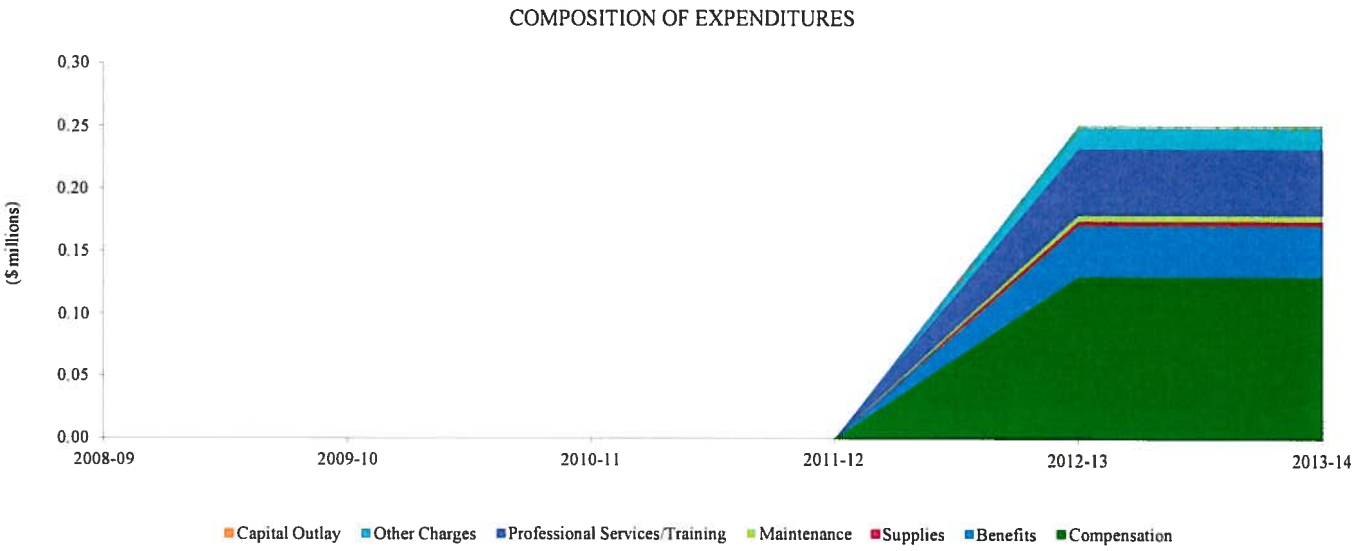
Quincy White, Assistant City Manager

APPROVED AS TO FORM:

Laura Pratt, Assistant City Attorney

Resolution - NELCDC Budget Approval FY2013-14
9/10/13

North and East Lubbock CDC



FUNDING SOURCES	Actual FY 2009-10	Actual FY 2010-11	Actual FY 2011-12	Amended FY 2012-13	Budget FY 2013-14	% Change from Amended
Grant from the City of Lubbock	$ -	-	-	251,068	251,068	-
Total Revenue Sources	-	-	-	251,068	251,068	-
Utilization of Net Assets	-	-	-	-	-	-
TOTAL FUNDING SOURCES	$ -	-	-	251,068	251,068	-

EXPENSES	Actual FY 2009-10	Actual FY 2010-11	Actual FY 2011-12	Amended FY 2012-13	Budget FY 2013-14	% Change from Amended
Compensation	$ -	-	-	130,000	130,000	-
Benefits	-	-	-	41,068	41,068	-
Supplies	-	-	-	3,000	3,000	-
Maintenance	-	-	-	5,000	5,000	-
Professional Services/Training				53,000	53,000	-
Other Charges	-	-	-	17,000	17,000	-
Capital Outlay	-	-	-	2,000	2,000	-
TOTAL EXPENSES	$ -	-	-	251,068	251,068	-

EXHIBIT A
NELCDC Budget 2013-14

Salaries	$130,000
Benefits	24,000
Taxes	11,781
Car Allowance	5,287
Total Salaries	**171,068**
Office Supplies	3,000
Postage	3,000
Phone/Internet	6,000
Copier	4,000
Officer & Liability Insurance	4,000
Travel/Training	8,000
Audit	9,000
Legal	2,000
King's Dominion Maintenance	5,000
Board/Community Meetings	3,000
Membership Dues	1,000
Computer Equipment	2,000
Total Other Expenses	**50,000**
Credit Counseling • Credit Reports • Financial Literacy Training	30,000
Grand Total	**$251,068**

Regular City Council Meeting **5. 25.**

Meeting Date: 09/26/2013

Information

Agenda Item

Contract Resolution – Finance: Consider a resolution authorizing the Mayor to execute an amendment to the Grant Management Agreement between the City of Lubbock and Market Lubbock, Inc. dated January 25, 1996.

Item Summary

The City approved Resolution No. 5089, January 25, 1996, authorizing the City and Market Lubbock, Inc. (MLI) to execute a grant agreement wherein the base grant amount was set at three cents of the ad valorem tax rate. The City Council approved an amendment to the agreement in FY 2012-13 that reduced the ad valorem tax rate to 2.937 cents of the City's ad valorem tax rate. The FY 2013-14 Operating Budget and Capital Program adjusted this amount for FY 2013-14. This item reconciles the grant agreement with the approved FY 2013-14 budget and sets the grant amount to MLI to an amount equal to 2.705 cents of the City's ad valorem tax rate, less the amount budgeted by the City for Economic Development for FY 2013-14.

Fiscal Impact

The amendment conforms the amount of funding to MLI with the approved FY 2013-14 Operating Budget.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Market Lubbock Inc. Amendment Grant Management Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Amendment to a Grant Management Agreement, by and between the City of Lubbock and Market Lubbock Economic Development Corporation, d/b/a Market Lubbock, Inc., and all related documents. Said Amendment is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock, Budget Director

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

Res-Amend.Grant Management Agrmnt,Market Lubbock Inc
9.10.13

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

AMENDMENT TO GRANT MANAGEMENT AGREEMENT BETWEEN THE CITY OF LUBBOCK AND MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, d/b/a MARKET LUBBOCK, INC.

This Amendment is entered into by the City of Lubbock (referred to herein as "City"), a Home Rule Municipality of Lubbock County, Texas, and Market Lubbock Economic Development Corporation, d/b/a Market Lubbock, Inc. (herein after called "MLI").

WITNESSETH:

WHEREAS, the City Council of the City of Lubbock approved Resolution No. 5089, January 25, 1996 authorizing the City and MLI to execute a Grant Management Agreement wherein the base grant amount was set at an amount equal to 3 cents of the City's ad valorum tax rate; and

WHEREAS, the City Council approved Budget Ordinance 2013-O0087 adjusting this amount for the Fiscal Year 2013-2014; and

WHEREAS, City and MLI desire to conform the Grant Management Agreement to this adjustment by amending the Agreement as described herein;

NOW THEREFORE, City and MLI agree to the following amendment:

ARTICLE II, Section 2.03(a) is amended to read as follows:

"2.03. Grant Terms.

(a) Grant Amount. The base grant amount shall be an amount equivalent to 2.705 cents of the City's ad valorum tax rate less the amount budgeted by the City for Economic Development for the current year. Additionally, the City of Lubbock may from time to time make separate grants of funds for specific projects which grants shall be in addition to the amounts described above.

Annual Payment. All funds payable to MLI with respect to any fiscal year shall be paid in four (4) equal quarterly installments, on October 1, January 1, April 1, and June 1 of each fiscal year, beginning October 1, 2012, or as may be subsequently determined by City and MLI. Upon receipt of such funds, MLI shall deposit the same in a separate

account established by MLI for that purpose at a federally-insured state or national bank or other savings institution in Lubbock, Texas. At MLI's option, such account may be an interest-bearing account, in which case all interest accrued thereon shall be used by MLI only for the purposes described in this Agreement in accordance with the terms of a budget approved by City."

Executed this _____ day of _____, 2013.

CITY OF LUBBOCK

_____
GLEN C. ROBERTSON, MAYOR

MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, d/b/a MARKET LUBBOCK, INC.

_____
BY: JOHN OSBORNE, CEO
Date: 9/11/13

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock,
Budget Director

APPROVED AS TO FORM:

_____
Amy L. Sims
Assistant City Attorney

Grant Agmt-Mkt Lubb.Amend_FY13-14
9.09.13

Regular City Council Meeting **5. 26.**

Meeting Date: 09/26/2013

Information

Agenda Item

Resolution - Economic Development: Consider a resolution approving a program or expenditure by the Lubbock Economic Development Alliance to be provided to Shearers Foods for economic development purposes.

Item Summary

As stated above.

Fiscal Impact

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - Shearers Foods

RESOLUTION

WHEREAS, pursuant to Section 501.073 of the Texas Local Government Code the City of Lubbock, as the corporation's authorizing unit, has the authority to approve all programs and expenditures of the Lubbock Economic Development Alliance (LEDA); and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by LEDA, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; NOW THEREFORE:

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

THAT the program or expenditure of the Lubbock Economic Development Alliance, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Shearers Foods is hereby approved pursuant to Section 501.073 of the Texas Local Government Code.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Quincy White, Assistant City Manager

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.LEDA Expenditure-Shearers Foods
August 27, 2013

Regular City Council Meeting **5. 27.**

Meeting Date: 09/26/2013

Information

Agenda Item

Resolution - Economic Development: Consider a resolution approving a program or expenditure by the Lubbock Economic Development Alliance to be provided to Tyco International Ltd. Manufacturing and Operations for economic development purposes.

Item Summary

As stated above.

Fiscal Impact

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - Tyco International

RESOLUTION

WHEREAS, pursuant to Section 501.073 of the Texas Local Government Code the City of Lubbock, as the corporation's authorizing unit, has the authority to approve all programs and expenditures of the Lubbock Economic Development Alliance (LEDA); and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by LEDA, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; NOW THEREFORE:

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

THAT the program or expenditure of the Lubbock Economic Development Alliance, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Tyco International Ltd. Manufacturing and Operations is hereby approved pursuant to Section 501.073 of the Texas Local Government Code.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Quincy White, Assistant City Manager

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.LEDA Expenditure-Tyco
August 27, 2013

Regular City Council Meeting **5. 28.**

Meeting Date: 09/26/2013

Information

Agenda Item

Resolution - Police Department: Consider a resolution authorizing the Mayor to execute contract 11539 with the Child Advocacy Research and Education Center (C.A.R.E.) of the Texas Tech University Health Sciences Center (TTUHSC) School of Medicine Department of Pediatrics for medical examinations of children who are alleged victims of sexual assault.

Item Summary

The contract sets the terms and conditions under which the C.A.R.E. Center of the TTUHSC School of Medicine Department of Pediatrics provides the Lubbock Police Department with medical evaluations, case reviews, consultations, and other services needed in reported child abuse cases. The Texas Code of Criminal Procedures mandates that the requesting law enforcement agency initially pay the cost of the examination. The C.A.R.E. Center is the locally recognized provider for the services. The City pays $450 per referred case.

Fiscal Impact

Medical exams are $450 per visit and are fully reimbursed by the Texas Attorney General's Office.

Staff/Board Recommending

Roger Ellis, Chief of Police

Attachments

Resolution - C.A.R.E.

Agreement - C.A.R.E.

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 with the Texas Tech University Health Sciences Center and Department of Pediatrics C.A.R.E. Center, 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 this _____ day of _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Roger Ellis, Chief of Police

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

AS/ccdocs/CARE Center Agrmnt.res 13
8.8.13

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

AGREEMENT FOR SERVICES
IN INVESTIGATIONS OF CHILD ABUSE

WHEREAS, it is in the public's interest to investigate the physical and mental health and welfare of a child who has been or may be adversely affected by abuse; and

WHEREAS, the Police Department of the City of Lubbock is lawfully charged with the investigation of possible instances of child abuse; and

WHEREAS, the C.A.R.E. Center of Texas Tech University Health Sciences Center School of Medicine Department of Pediatrics can provide the City with the specialized service of forensic evaluation in suspected child abuse investigations; NOW THEREFORE:

ARTICLE I
PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which C.A.R.E. Center will provide City with medical evaluation, case review, consultation and other needed services in investigations of child abuse in cases referred to C.A.R.E. Center by the Police Department of the City.

ARTICLE II
DEFINITIONS

LPD --Police Department of the City of Lubbock.

City--The City of Lubbock, Texas.

C.A.R.E. Center --The Child Advocacy Research and Education Center of the Texas Tech University Health Sciences Center School of Medicine Department of Pediatrics.

Referred Case --a referred case as used in this Agreement shall be:

1) a case specifically referred to C.A.R.E. Center by LPD in writing with a request for C.A.R.E. Center services, hereinafter enumerated;

2) a case where C.A.R.E. Center has previously provided the services, hereinafter enumerated, on its own behalf or at the request of a third party and subsequently LPD requests in writing that C.A.R.E. Center furnish copies, reports or perform other services, hereinafter enumerated, and,

based upon such services, initiates a crime report and assigns said case for investigation and notifies C.A.R.E. Center of such fact;

3) a case where C.A.R.E. Center has previously provided the services, hereinafter enumerated, on its behalf or on behalf of a third party and subsequently LPD requests in writing that C.A.R.E. Center furnish copies, reports or perform other services, hereinafter enumerated, and, based upon such services so provided, determines that no crime report should be created or further investigation had.

ARTICLE III
SERVICES PROVIDED

1) The C.A.R.E. Center will provide forensic evaluation for outpatients, which includes medical examination, consultation with LPD personnel and a written report on referred cases.

2) The C.A.R.E. Center will provide forensic evaluation for hospital inpatients, which includes medical examination, consultation with LPD personnel and a written report on referred cases.

3) The C.A.R.E. Center will provide weekly discussion as needed of current referred child abuse cases by the Multi-disciplinary Case Review Team (MCRT) -- of which one member is an LPD staff member.

4) The C.A.R.E. Center will provide such other consultative services as needed in the investigation of child abuse cases referred to the C.A.R.E. Center by LPD, including expert information necessary to support LPD arrests.

ARTICLE IV
COMPENSATION

The City shall pay C.A.R.E. Center FOUR HUNDRED FIFTY AND NO/100 DOLLARS ($450.00) per referred case, which shall be due on or before the **5th** day of each month.

In the event a referred case requires more time to be properly evaluated for forensic purposes, C.A.R.E. Center shall obtain written authorization from the Chief of Police of the City prior to performing those additional services. To facilitate this method of payment, C.A.R.E. Center will send LPD a detailed statement at the end of each month indicating what services were provided and the number of hours spent on each referred case. The statement from C.A.R.E. Center will be verified with LPD records and no payment shall be rendered for any case not referred by City.

Notwithstanding anything to the contrary contained in this Agreement, but subject to the minimum amount of payment hereinafter set forth, the City shall compensate

C.A.R.E. Center only for those cases which are referred cases and only for the services enumerated in the "Services Provided" section of this Agreement as requested in writing by LPD.

To ensure the City that C.A.R.E. Center is performing the functions it represents that it performs, C.A.R.E. Center shall submit a detailed report at least quarterly to the City Council showing, but not limited to, the numbers and types of cases C.A.R.E. Center has handled during the preceding quarter. This report shall also show the nature and extent of research, counseling and prevention programs. The time for submission of said reports shall be determined from the date this Agreement is executed. The final annual quarterly report shall also contain a summation of said terms for the preceding year. Any information contained in the quarterly or annual reports shall be provided only to the extent permitted by the laws and constitution of the State of Texas.

In no event shall the total hours for which the City compensates the C.A.R.E. Center exceed 800 hours for the term of this Agreement. The C.A.R.E. Center will provide to City a quarterly report summarizing the services provided and compensation received. For a period up to four years after any year in which services are provided, the City retains the right to audit the books of C.A.R.E. Center inspecting the services provided under this Agreement. Any audit shall be accomplished during regular business hours and with the minimum of disruption to the C.A.R.E. Center.

ARTICLE V
TERM OF AGREEMENT

The term of this Agreement shall commence on the 1st day of October, 2013, and shall continue in full force and effect through the City's fiscal year, which ends on September 30, 2014, unless terminated earlier by sixty (60) days written notice with or without cause from either party to the other. The City will pay for the performance of services from current revenues available to City. This Agreement may be renewed annually by mutual agreement in writing prior to its expiration date. TTHSC may terminate the Agreement for non-payment after notification and opportunity to cure.

ARTICLE VI
C.A.R.E. CENTER'S INSURANCE

The C.A.R.E. Center shall maintain Professional Liability for physicians in the amount of ONE HUNDRED THOUSAND AND NO/l00 ($100,000.00).

ARTICLE VII
C.A.R.E. CENTER'S LIABILITY

The C.A.R.E. Center shall hold City free from any liability or responsibility for the acts and omissions of C.A.R.E. Center and its authorized agents and employees in the performance of any terms and conditions of this Agreement, and for services rendered by C.A.R.E. Center, insofar as allowed by the laws and Constitution of the State of Texas.

ARTICLE VIII
CONFIDENTIALITY

In keeping with the safeguarding by the medical profession of information about a patient obtained in the course of medical treatment, the results of all evaluations, consultations and examinations of cases referred to the C.A.R.E. Center by LPD will be kept in the strictest of confidence by C.A.R.E. Center and its employees. Information about individual child abuse cases will be released only to designated LPD personnel, and in compliance with Chapter 261 of the Texas Family Code.

ARTICLE IX
OTHER PROVISIONS

1) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

2) Neither party to this Agreement may assign its rights or delegate its duties under this Agreement unless prior written consent of the other party is obtained.

3) If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this Agreement provided that any invalid provision is not material to the overall purpose and operation of this Agreement. The remaining provisions of this Agreement shall continue in full force and effect and shall not be affected, impaired or invalidated.

4) This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

5) This Agreement shall be changed only by written amendment signed by both parties and attached hereto.

6) Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship between the contracting parties. The sole interest and responsibility of the parties is to insure that services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

7) If applicable, the dispute resolution process provided in Chapter 2260 of the Texas Government Code shall be used by Texas Tech University Health Sciences Center and the City of Lubbock to attempt to resolve all disputes arising under this agreement.

IN WITNESS THEREOF, the parties to these presents have agreed upon and executed this Agreement for Services in Investigations of Child Abuse this _____ day of _____, 2013.

CITY OF LUBBOCK, TEXAS

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Roger Ellis, Chief of Police

APPROVED AS TO FORM:

Amy L. Sims, Assistant City Attorney

TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER

Elmo M. Cavin 8/16/2013
Elmo Cavin Date
Executive Vice President

DEPARTMENT OF PEDIATRICS
C.A.R.E. CENTER

Richard M. Lampe 8/13/13
Richard M. Lampe Date
Department Chairman

CARE Center Agrmnt2013

Regular City Council Meeting **5. 29.**

Meeting Date: 09/26/2013

Information

Agenda Item

Resolution - Municipal Court: Consider a resolution aurthorizing the Mayor to execute contract 11536, an Interlocal Agreement between the City of Lubbock, Lubbock Independent School District (LISD), and Lubbock County to approve continued funding of the Specialized Treatment and Rehabilitation (S.T.A.R.) Program for FY 2013-14.

Item Summary

The STAR Program provides regimented discipline and education for children from ages 11 to 16 who demonstrate adverse behavior in school or commit Class C misdemeanors. Children are referred to STAR from LISD, Municipal Court and the Lubbock County Justice of the Peace courts.

The City, LISD, and Lubbock County each will contribute $165,709 to the program.

Fiscal Impact

The City of Lubbock's portion of the STAR budget for FY 2013-14 is $165,709. Funding is available in the approved FY 2013-14 Municipal Court operating budget.

Staff/Board Recommending

Robert A. Doty, President Judge of Municipal Court

Attachments

Resolution & Agreement - STAR Program

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock an Interlocal Agreement for the Specialized Treatment and Rehabilitation (STAR) Program and any associated documents with Lubbock Independent School system and Lubbock County for addressing the needs of school children, ages 11-16, whom the Juvenile Justice Center and/or a court have determined would benefit from placement in a program that combines education with a regimented discipline with Lubbock Independent School System and Lubbock County, a copy of which Interlocal Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this _____ day of _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Robert Doty, Municipal Judge

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

STAR Prog.res13
9.10.13

STATE OF TEXAS)(

COUNTY OF LUBBOCK)(

INTER-LOCAL AGREEMENT

SPECIALIZED TREATMENT AND REHABILITATION PROGRAM (STAR) FOR FISCAL YEAR 2013-2014

This Inter-Local Agreement (Agreement), is made and entered into pursuant to the Inter-Local Cooperation Act (Chapter 791, Government Code), by and among LUBBOCK INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "LISD", the CITY OF LUBBOCK, hereinafter referred to as "CITY", and COUNTY OF LUBBOCK through the LUBBOCK COUNTY JUVENILE JUSTICE CENTER, hereinafter referred to as "COUNTY".

WHEREAS, the SPECIALIZED TREATMENT AND REHABILITATION project, hereinafter referred to as "STAR", is a cooperative venture between LISD, CITY, and COUNTY that will address the needs of school children, ages 11-17, who have committed offenses agreed upon by all parties, and whom the Lubbock County Juvenile Justice Center and/or the court has determined would benefit from placement in a program that combines education with a regimented discipline.

WHEREAS, LISD will provide the education component of STAR II, III, and IV.

WHEREAS, COUNTY will provide: (1) the regimented drill and exercise and; (2) some counseling and; (3) probation supervision to portions of the STAR program.

WITNESSETH:

I.
TERM

1.1 Term. Regardless of the date of execution, the term of this contract is for a period of one (1) year commencing on October 1, 2013, and ending on September 30, 2014.

1.2 Option to Renew. The parties have the option to renew this contract for three (3) successive one-year-terms, if thirty (30) days prior to the end of the term, the parties agree in writing to renew the contract.

II.
CONSIDERATION

2.1 The CITY, LISD, and the COUNTY each will contribute **ONE HUNDRED SIXTY-FIVE THOUSAND, SEVEN HUNDRED NINE DOLLARS (165,709.00)**. Each party paying for the performance of governmental functions or services hereunder must make those payments from current revenues available to the paying party as required by Section 791.011 of the Texas Government Code.

2.2 In addition to the funding described in 2.1. herein above, LISD will provide offices for the Juvenile Supervision Officers, classrooms for instructions, the field on which the students will drill,

and exercise (a gym will be used during days of inclement weather), showers for the students before school and at the end of the day, and the meals for the students.

2.3 The COUNTY will provide travel and training for the Juvenile Supervision Officers assigned to the project, and arrange for court hearings for placement of the students into the program.

2.4. The COUNTY will provide quarterly reports to the LISD and the CITY regarding progress of the program, expenditures, and a census of students enrolled and dismissed during the quarter.

2.5. As subdivisions of the State of Texas, CITY, COUNTY, AND LISD are exempt under the Internal Revenue Code Section 170 (b)(A)(iii).

2.6. Positions to be funded by this Agreement, with the funds being deposited and dispersed by the COUNTY, include a Supervisor, a Assistant Supervisor, and seven Juvenile Supervision Officers.

2.61 The Supervisor will report to the Director of the Lubbock County Juvenile Justice Center, and serve as the coordinator of the regimented close order drill and exercise portion of the program. The Supervisor will perform duties including, but not limited to the following:

1. Assure that all participants have had physical examinations, and have been cleared by a physician for participation in the program;

2. Assure exercises and regimented drill activities are appropriate for age and maturity level of participants;

3. Serve as the liaison among CITY, COUNTY, and LISD, on matters related to the STAR Program;

4. Supervise and evaluate performance of Juvenile Supervision Officer;

5. Provide to assigned probation officer progress reports on program participants;

6. Maintain data necessary for evaluative purposes;

7. Provide quarterly reports that include: number of juveniles enrolled in STAR III and IV Programs; number and type of criminal offenses committed by each juvenile prior to enrollment in STAR III and IV Program; criminal offenses committed by juveniles during STAR III and IV Programs participation; number and type of any criminal offense committed by a juvenile six months after completing the STAR Program.

8. Perform other duties as they are assigned by the Director of the Lubbock County Juvenile Justice Center.

2.62 The Assistant Supervisor and Juvenile Supervision Officer will perform duties including, but not limited to the following:

1. Assure exercises and regimented drill activities are appropriate for age and maturity

level of participants;

2. Provide to assigned probation officer, progress reports on program participants;

3. Maintain data necessary for evaluative purposes;

4. Complete attendance reports on all individuals assigned to program;

5. Develop standards of behavior expected of the program participants;

6. Perform other duties as they are assigned by the Supervisor.

III.
METHODOLOGY

A child's placement into the program occurs as a condition of probation, or upon a referral from LISD, Justice of the Peace Court, and/or the Municipal Court.

3.1 Condition of probation. The court may require participation in the STAR Program as a condition of probation.

3.11 Referral from LISD. Referrals will be made to the STAR Program by principals, or their designees, from Junior High and High Schools in LISD, and Project Intercept Unit II. With the approval of the Supervisor, a student will be eligible for the STAR Program if the child demonstrates adverse behavior in school, and school officials deem it in the best interest of the child to participate in the program.

3.12 Referrals from Justice of the Peace and Municipal Courts. Referrals may be made to the STAR Program by Justice of the Peace and Municipal Court Judges. Those juvenile offenders who have been found to have committed Class C misdemeanors, as specified in the Texas Penal Code, may be eligible for participation in the STAR Program as part of a disposition imposed by the court.

3.2 Physical examination. Prior to starting the STAR Program, students must have a physical examination, at the student's expense, to determine the physical fitness of the student. The physical examination must be performed by a licensed physician. In addition, female students must undergo a pregnancy examination prior to participation in the STAR Program. Those testing positive will not be considered for admittance to STAR.

3.3 Each participant in the STAR Program will be required to report to school at a time designated by the Supervisor. The parents of children placed in the program as a condition of probation will be ordered by the court to transport the child to and from the STAR Program. Children placed in to the program by LISD will be transported to and from the program by their parents.

3.31 During weekdays, the student will participate in the close order drill and exercise portion of STAR Program which occurs at Project Intercept II before and after school. Students from LISD enrolled in STAR IV, who are court ordered to participate, will receive their class room instruction in Project Intercept II.

3.32 On non-school days (Saturdays, Sundays, and possibly some holidays) children may perform

community service work as designated, or instructed by the Supervisor.

3.4 Once the court ordered participant has completed the STAR Program, the Supervisor and assigned probation officer will meet with the child and his/her parents to determine a supervision plan for the remainder of the period of probation. LISD and COUNTY representatives will continue to work with the child to assist the child in maintaining the self-discipline and appropriate behaviors learned during the twelve week aftercare program.

Parents will be encouraged to participate in the programming provided by COUNTY and/or LISD which includes classes on parenting, communications, etc.

IV.
TERMINATION

4.1 This Agreement may be terminated by mutual agreement of LISD, CITY, AND COUNTY, at any time upon the giving of a thirty (30) day written notice of intent to terminate. Mutual agreement is defined as parties consenting in writing to the unconditional dissolution of the Inter-Local Agreement. All notices shall be in writing and sent by registered or certified mail addressed as follows:

TO LISD: Superintendent
LUBBOCK INDEPENDENT SCHOOL DISTRICT
1628 19th Street
Lubbock, Texas 79401

TO CITY: City Manager
CITY OF LUBBOCK
1625 13th Street
Lubbock, Texas 79401

TO COUNTY: County Judge
LUBBOCK COUNTY COURTHOUSE
P.O. Box 10536
Lubbock, Texas 79408

V.
VENUE

5.1 Venue will be in Lubbock, Lubbock County, Texas.

LUBBOCK INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Berhl Robertson, Superintendent

Date: 8/22/13

CITY OF LUBBOCK

By: _____
Glen Robertson, Mayor

Date: _____

LUBBOCK COUNTY

By: _____
Thomas V. Head, County Judge

Date: Aug 12, 2013

Approved as to form:

_____
Neal Burt
Chief, Civil Division,
Lubbock County District Attorney's Office

Regular City Council Meeting **5. 30.**

Meeting Date: 09/26/2013

Information

Agenda Item

Resolution - City Secretary: Consider a resolution authorizing the Mayor to execute contract 2014-044190-001 with the Department of State Health Services (DSHS) for online vital statistic services.

Item Summary

This contract between the City and DSHS provides online computer services in support of Vital Records programs. The Vital Statistics Office will be allowed to search DSHS databases, locate dates, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by DSHS.

The City agrees to reimburse DSHS $1.83 for each Certification of Vital Record printed as a result of searches of the database. The contract calls for the City to charge the same base search fee for a birth certificate as does the DSHS, with additional fees only being charged as authorized by Texas Health and Safety Code. The search fee for the City is currently set at $9.00 per record search. The maximum total cost for a vital record is set by the State at $23 for each birth certificate and $21 for the first death certificate, and $4 for additional death certificates.

Fiscal Impact

The revenues and expenditures for vital statistic services are included in the proposed FY 2013-2014.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Resolution - Vital Stats

Contract - DSHS

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 Contract for vital statistics services (DSHS Document No. 2014-044190-001) and any associated documents by and between the City of Lubbock and the Texas Department of State Health Services. 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 this ____ day of _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Rebecca Garza, City Secretary

APPROVED AS TO FORM:

_____
Laura Pratt, Assistant City Attorney

Resolution – DSHS Vital Statistics 2013
08.09.13

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2014-044190-001 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Performing Agency), an agency of the State of Texas, for DSHS Program Vital Statistics Unit and CITY OF LUBBOCK (Receiving Agency), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** Performing Agency agrees to provide and Receiving Agency agrees to purchase the services and/or goods as described in this Contract.

2. **Total Amount of the Contract.** The total amount of this Contract shall be determined by the number of birth certificates printed.

3. **Term of the Contract.** This Contract begins on 09/01/2013 and ends on 08/31/2015. The Parties are not responsible for performance under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

4. **Authority.** Performing Agency enters into this Contract under the authority of Health and Safety Code, Chapter 1001. If this is an interagency, contract authority is also granted through the Texas Government Code, Interagency Cooperation Act, Chapter 771 et seq. If this contract is an interlocal, contract authority is also granted through the Texas Government Code, Interlocal Cooperation Act, Chapter 791 et seq.

5. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Exhibits, if applicable

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by Performing Agency and Receiving Agency and incorporated herein through written amendment.

This Contract may be modified within the Contract period by written amendment signed by both Parties.

6. **Statement of Work.**

Performing Agency agrees to provide on-line computer services in support of Receiving Agency from 7:00 a.m. to 6:00 p.m. Monday thru Friday, except holidays. In the event of an emergency or computer application error, Performing Agency may temporarily suspend services without advance notice.

Receiving Agency will search Performing Agency databases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by Performing Agency.

Receiving Agency will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by Performing Agency. Performing Agency will assist in connection of the equipment, furnish applicable software programs, and provide technical assistance related to equipment and programs under control of the Performing Agency.

Receiving Agency acknowledges that records may not be located in the searching process instituted by Receiving Agency or records, which are located, may have errors due to:

A) normal key-entry errors in spellings;

B) accidental failure on the part of the Performing Agency to update a file for an amendment or paternity determination; and

C) the event year does not exist on the system.

Receiving Agency will notify Performing Agency in writing, at least monthly of errors or suspected errors that exist on the data base information.

Receiving Agency is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.

Receiving Agency is responsible for maintaining a system of vital record keeping that is in accordance with Chapters 195 of the Health and Safety Code and the regulations adopted there under.

7. **Payment Method.**

Fee for Service

Receiving Agency agrees to reimburse Performing Agency $1.83 (One Dollar and 83/100) for each Certification of Vital Record printed as a result of searches of the database.

Receiving Agency agrees to charge the same base search fee for a birth certificate as Performing Agency. Additional fees may only be charged as authorized by Texas Health and Safety Code 191.

8. **Billing Instruction.** The Parties agree that the following payee is entitled to receive payment for services rendered by DSHS or goods provided under this Contract. Performing Agency will submit a monthly itemized billing showing the number of transactions by date to Receiving Agency and payment will be made no later than thirty (30) days following the billing date. Payment will be considered made on the date postmarked.

Name: Texas Department of State Health Services
Vital Statistics Unit, MC2906
Address: P. O. Box 149347
Austin, Texas 78714-9347
Vendor Identification Number: 35375375371000

9. **Confidentiality.** Parties are required to comply with state and federal laws relating to the privacy and confidentiality of patient and client records that contain Protected Health Information (PHI), or other information or records made confidential by law. Receiving Agency will maintain sufficient safeguards to prevent release or disclosure of any information obtained hereunder to anyone other than Receiving Agency employee(s) or those who have an official need for the information and are authorized to receive such records. Receiving Agency further agrees records obtained and issued, as specified under this contract, will be used for purposes as herein set out and the use of these records or data for other purposes must be agreed to in writing by both parties.

10. **Security of Patient or Client Records.** Receiving Agency agrees that all data received from Performing Agency shall be treated as confidential, and ensure all information provided to outsourced entities remains confidential and utilized as specified in any pertinent written agreements. Data will not be used for any purpose other than that specifically set forth herein. Data will not be made available to any other individual or organization without proper consent. Data will be maintained to prevent unauthorized access and will not be used to track back to any individual or organization identified by the data. Receiving Agency agrees to implement all reasonable and necessary procedures to ensure that only authorized users will have access and will notify Performing Agency immediately should it detect a security violation by one of its employees or any other person. Receiving Agency is responsible for insuring that authorized Receiving Agency employee(s) use only their own individual passwords while logged into Performing Agency on-line computer applications.

Performing Agency will inactivate any individual who does not use their account for ninety (90) days. Receiving Agency shall notify Performing Agency of all branch locations.

11. **Suspension of Services Under This Contract.** In the event of an emergency or computer overload, Performing Agency may temporarily suspend services without advance notice. This Contract may be immediately suspended upon reasonable suspicion by Performing Agency that the terms of this Contract have been violated. Performing Agency further reserves the right to terminate this Contract if, after reasonable notice and investigation, it is concluded that a violation of this Contract has occurred.

12. **Liability for Harm.** It is expressly understood that Performing Agency makes no guarantee of accuracy regarding the data provided to Receiving Agency under this contract.

13. **Termination.** This Contract may be terminated by mutual agreement of both parties. Either party may terminate this Contract by giving 30 day's written notice of its intent to terminate. Written notice may be sent by any method, which provides verification of receipt, and the 30 days will be calculated from the date of receipt. This Contract may be terminated for cause by either party for breach or failure to perform an essential requirement of the Contract.

Performing Agency reserves the right to limit or cancel access under this Contract should Performing Agency determine that is has insufficient capacity in its computer system to maintain current levels of transactions by Receiving Agency and/or that continued access by Receiving Agency is detrimental to the overall efficiency and operation of Performing Agency's computer systems. Any such limitation or termination of services will be upon written notice to Receiving Agency by Performing Agency.

Upon termination of all or part of this Contract, Department and Receiving Agency will be discharged from any further obligation created under the applicable terms of this Contract except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination.

14. **Terms & Conditions.**

A. Federal and State Laws, Rules and Ordinances. Parties shall comply with all applicable federal and state statutes, rules and regulations.

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

C. Records Retention. DSHS shall retain records in accordance with the Department's State of Texas Records Retention Schedule, located at http://www.dshs.state.tx.us/records/schedules.shtm, Department Rules and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.

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

E. Legal Notice. Any notice required or permitted to be given by the provisions of this Contract shall be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address first given above (or at such other address as the Party shall specify to the Receiving Agency in writing) or, if sent by certified mail, on the date of receipt.

F. Immunity Not Waived. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

G. Waiver. Acceptance by either party of partial performance or failure to complain of any action, non-action or default under this Contract shall not constitute a waiver of either party's rights under the Contract.

H. Breach of Contract Claim. The process for a breach of contract claim against the Department provided for in Chapter 2260 of Texas Government Code and implemented in the rules at 25 TAC §§1.431-1.447 shall be used by Performing Agency and Receiving Agency to attempt to resolve any claim for breach of contract made against Performing Agency.

I. Inspections. Receiving Agency shall permit authorized Performing Agency personnel, during normal working hours, to conduct site visits and review such records as needed to ascertain compliance with the terms of this contract.

J. Voided Records. To ensure compliance with Texas Administrative Code 181.24 Abused, Misused, or Flagged Records, Performing Agency is asking all Local office staff to be prudent in reviewing and checking record information on the computer screen prior to printing. The State Vital Statistics Unit does not honor nor encourage what some may consider "courtesy or free copies". All documents printed via the remote access system are considered legal and viable documents. Every time a specific record is printed, it is counted. Once a record has been printed 10 times, it can no longer be issued without authorization from the State Vital Statistics Unit Office. Records printed by accident should be reported to the Security Manager to reset the lifetime count. The State Vital Statistics Unit is not responsible for: printers not being turned on, printing to wrong printer, printers not working properly, the accidental printing of a wrong record. In order to reset the lifetime count of a customer, Receiving Agency must notify Performing Agency Security Manager in writing to clear voided records from the remote access system's customer lifetime counts and the original voided certificate must be sent into the State Vital Statistics Unit Office.

K. Credits. Performing Agency will handle credit requests on a case-by-case basis. Credits may be considered in those cases of emergency situations, i.e., equipment and systems failures or inclement weather. Receiving Agency shall submit these requests in writing along with pertinent documentation to provide justification to the State Registrar and/or designee for approval. Performing Agency will provide written documentation to the Receiving Agency on the status of the approval of credit requests.

15. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.
By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

By: Bob Burnette
Signature of Authorized Official

8/26/13
Date

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

CITY OF LUBBOCK

By: _____
Signature

_____
Date

Glen C. Robertson, Mayor
Printed Name and Title

P.O. Box 2000
Address

Lubbock, Texas 79457
City, State, Zip

_____
Telephone Number

_____
E-mail Address for Official Correspondence

ATTEST:

Rebecca Garza, City Secretary

APPROVED AT TO CONTENT:

Rebecca Garza, City Secretary

APPROVED AS TO FORM:

Laura Pratt, Asst. City Attorney

Regular City Council Meeting **6. 1.**

Meeting Date: 09/26/2013

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 2895-J, a request of Jonathan Wakefield, for Monterey Church of Christ, for a zoning change from A-2 to IHC on 0.654 acres out of Tract A-1-A, Monterey Church of Christ Addition, 6111 82nd Street, and consider an ordinance.

Item Summary

Zoning Request:
IHC for the expansion of Christian Brother's Automotive.

Proposed Land Use:
The proposed land use is for new work bays and additional parking.

Adjacent Land Uses:
N – Commercial – zoned IHC - Christian Brother's Automotive.
S – Residential – zoned A-2 - Monterey Church and vacant land.
E – Commercial – zoned C-3 - Shopping center.
W– Residential – zoned A-2 - Monterey Church and vacant land.

Planning and Zoning Commission (P&Z) Public Hearing Notes from September 5, 2013:
No one spoke in favor of or in opposition to the request.

Impact on the Comprehensive Land Use Plan (CLUP):
The request is a minor change to the CLUP since it is expanding a commercial use along 82nd Street.

P&Z Commission Recommendation:
The P&Z recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 2895-J

Zone Case 2895-J

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. 2895-J;** A ZONING CHANGE FROM **A-2** TO **IHC** ZONING DISTRICT ON **0.654 ACRES OUT OF TRACT A-1-A, MONTEREY CHURCH OF CHRIST 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, 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. 2895-J

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** to **IHC** zoning district on **0.654 acres out of Tract A-1-A, Monterey Church of Christ Addition**, City of Lubbock, Lubbock County, Texas, located at **6207 82nd Street.**

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

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC2895-J
September 5, 2013

FIELD NOTES on a 0.654 acre tract out of Tract A-1-A, Monterey Church of Christ Addition as shown by the Plat thereof recorded in Lubbock County Clerk File # 2007044604 and being further described by metes and bounds as follows:

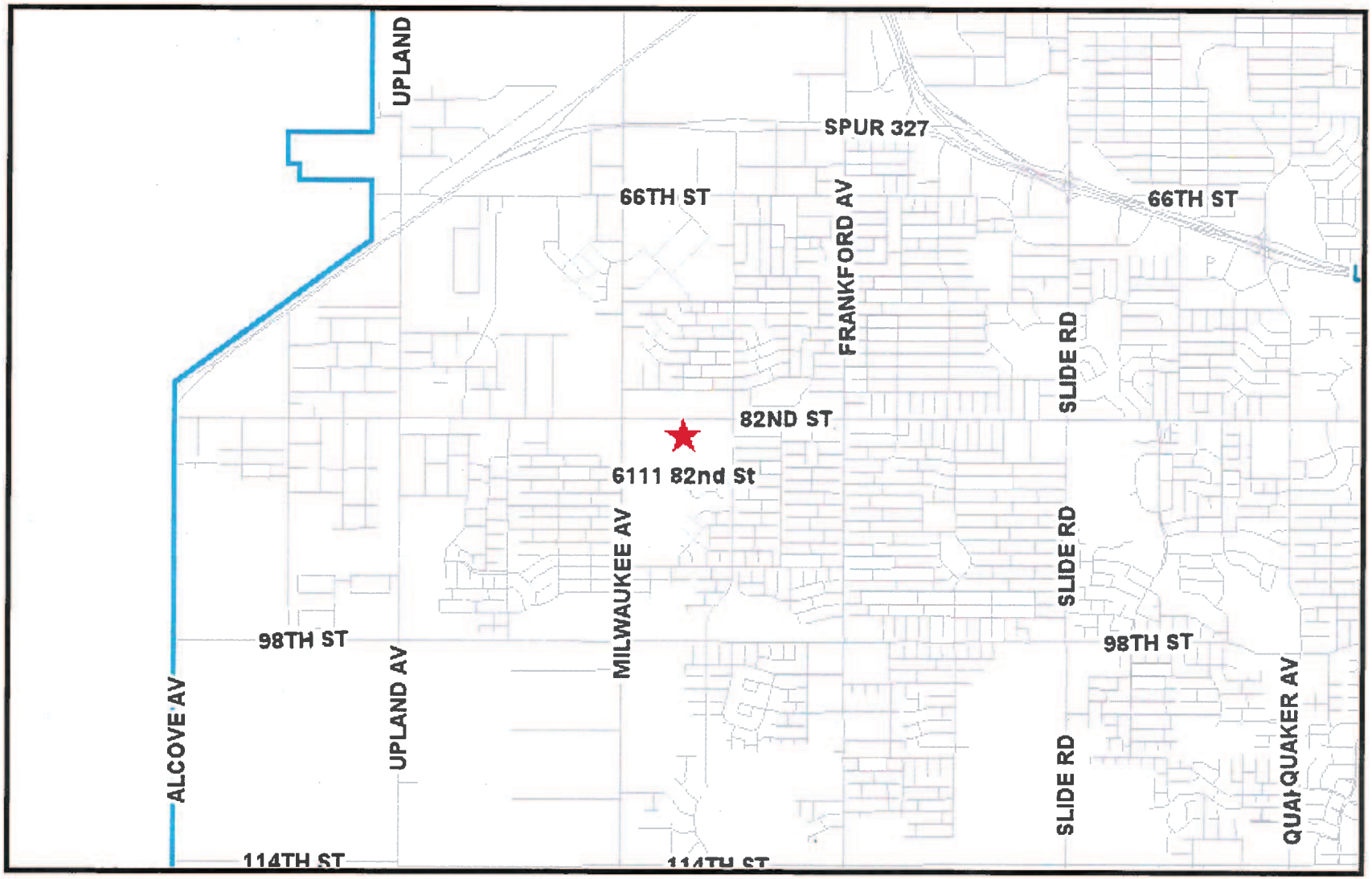
BEGINNING at a found "X" in concrete at the Southeast corner of Tract A-1-B-2, Monterey Church of Christ Addition recorded in Lubbock County Clerk File # 2011018674 for the Northeast corner of this tract;

THENCE S01°48'17" W, 150 feet to a set nail and washer marked Abacus Eng. RPLS 4460 for the Southeast corner of this tract;

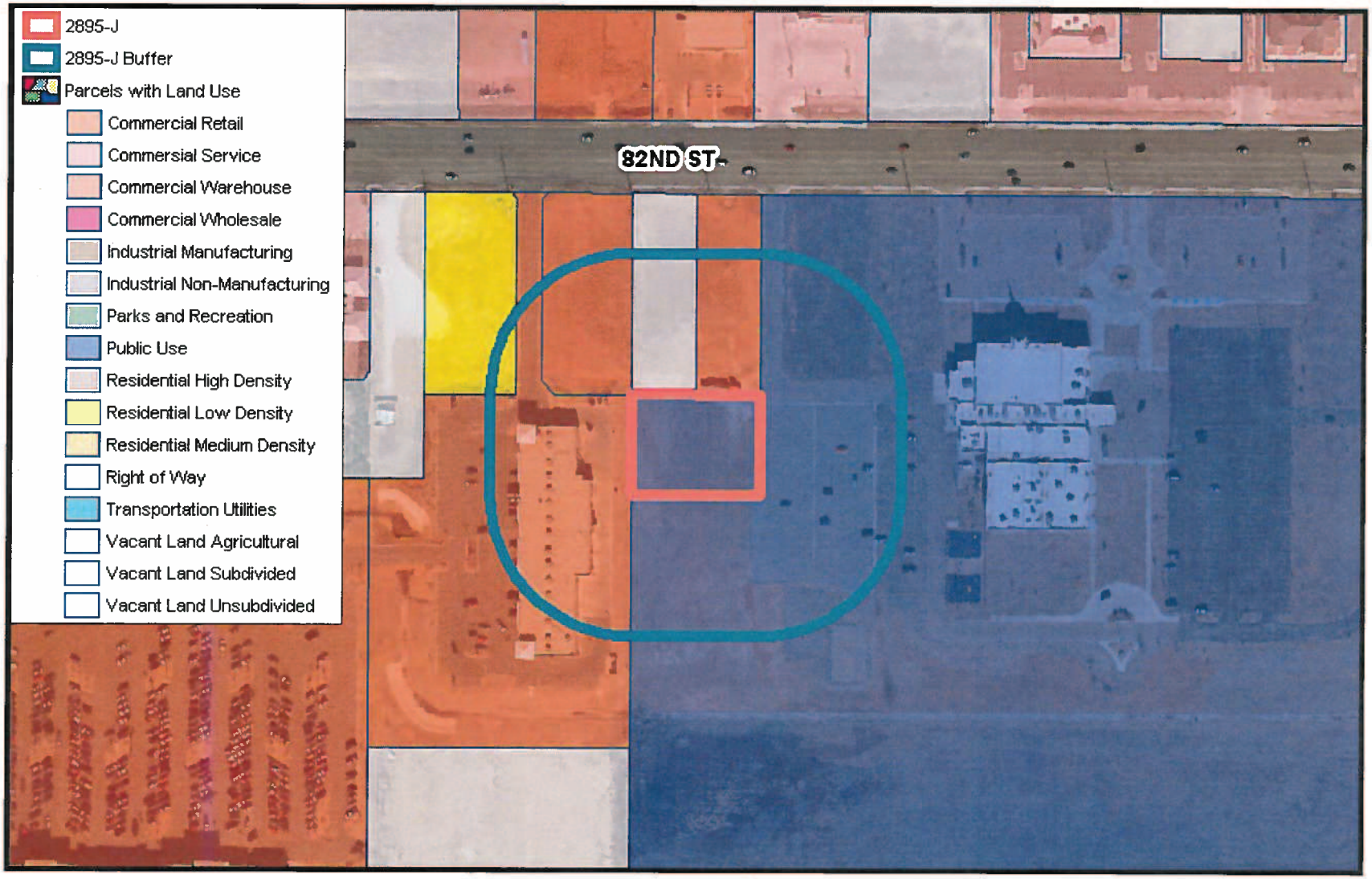
THENCE N88°06'35" W, 190 feet to set 1/2" rod with cap marked RPLS 4460 for the Southwest corner of this tract;

THENCE N 01°48'17" E, with the East line of Lot 3, Spectra Lubbock Southwest Addition, 150 feet to found rod with blue cap (Stevens) for the Northwest corner of this tract;

THENCE S88°06'35" E, along the South line of Tracts A-1-B-1 and A-1-B-2, Monterey Church of Christ Addition, 190 feet to the PLACE of BEGINNING.

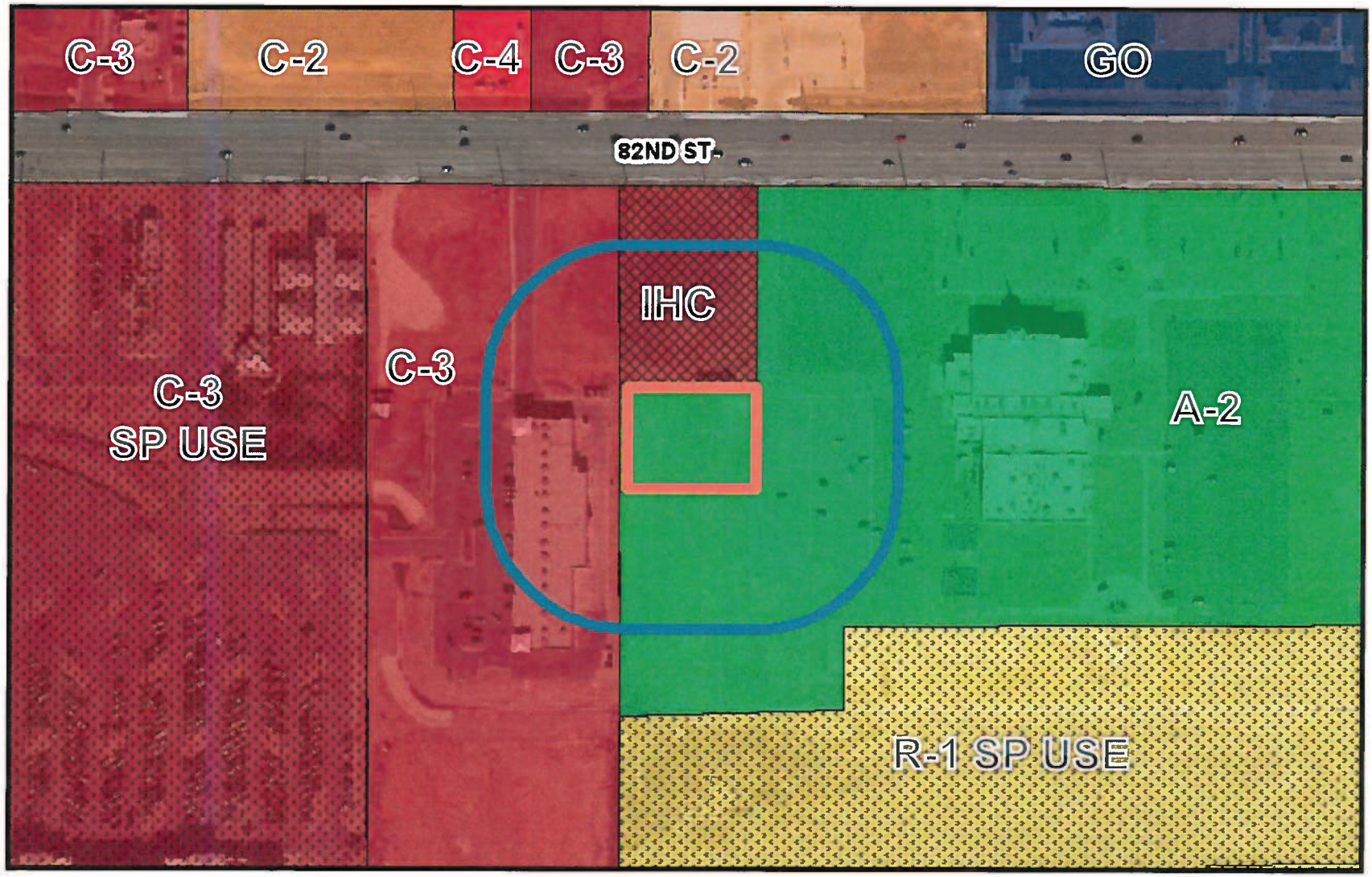


P.Z.C. Case 2895-J



P.Z.C. Case 2895-J

Request of Jonathan Wakefield (for Monterey Church of Christ) for a zoning change from A-2 to IHC, 6111 82nd Street



P.Z.C. Case 2895-J Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print)
Jonathan Wakefield
Christian Brothers Automotive
15995 N. Barkers Landing, #145
Street/Post Office Box
Houston TX 77079
City State Zip
(832) 598-0420
Telephone

For Monterey Church of Chr
6111 82nd Street
Street/Post Office Box
Lubbock TX 7942
City State Zip
806 795-5201
Telephone

Location or Address: 6207 82nd Street

Legal Description:* 0.654 Acre out of Tract A-1-A Monterey Church of Christ Addition

Existing Land Use: Undeveloped **Existing Zoning:** ~~C-3~~ A-2

Acreage or Square Footage of Property: 0.654 Acres

Zoning Requested: IHC with all C-3 Allowable Uses

Proposed Development: Parking Lot Expansion for Existing Christian Brothers Automotive

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

Applicant's Signature **Date** 5/7/13

Filing Fee: $475
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

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

RECEIPT 17954 CK# 3018

For City Use Only

MAP 21

Zone Case No.: 2895-J **Agenda No.:** 2

Request for zoning change from: ~~C-3~~ A-2 **To:** IHC

tract A-1-A Monterey Church of Christ Addition

0.654 acres out of ~~Unplatted land out of Block~~

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 6207 82nd St

CROSS ENGINEERING CONSULTANTS

131 S. Tennessee St. • McKinney, Texas 75069
972.562.4409 • Fax 972.562.4471

August 8, 2013

City of Lubbock
Planning Department
1625 13th Street
Lubbock, Texas 79401

Re: Zoning Request – Christian Brothers Automotive

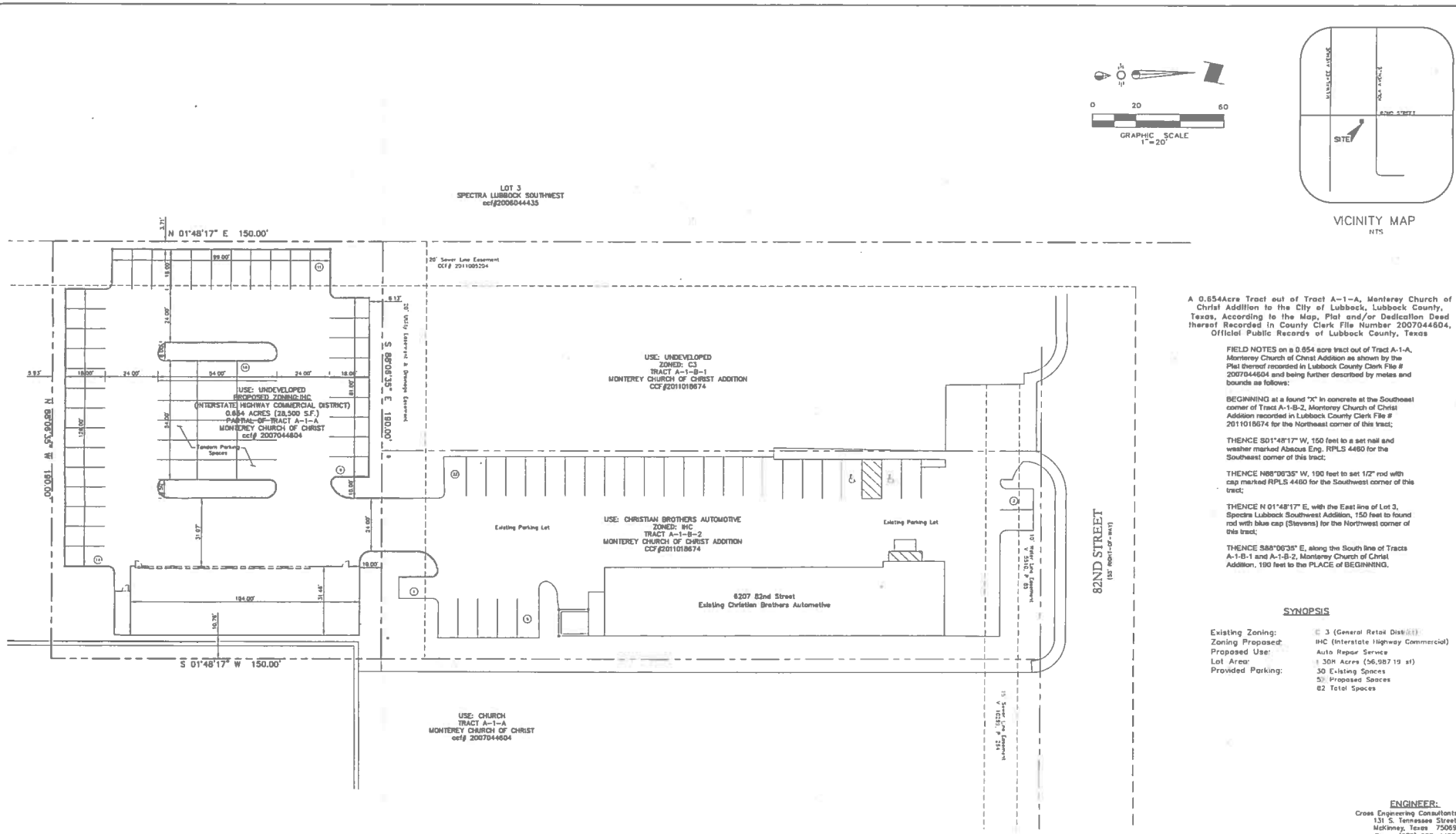
To Whom It May Concern:

Attached please find the zoning request submittal for Christian Brothers Automotive. The request is to rezone approximately 0.65 acres located south of the existing Christian Brothers Automotive located at 6207 82nd Street. The property is located on a portion of Tract A-1-A of the Monterey Church of Christ Addition. We are requesting to rezone the property from C3 General Retail District to IHC Interstate Highway Commercial District to allow for the auto service repair use. The intent of the Owner is to expand his existing business to the south by constructing another building and associated parking lot. See zoning exhibit attached. It is the intent of the owner and all consultants to construct a quality project within the standards set by the City of Lubbock for Building and Engineering Design.

Thank you for your consideration of this Zoning Request. Please call if you have any questions.

Sincerely,
CROSS ENGINEERING CONSULTANTS, INC.

Jonathan D. Hake
Project Manager



VICINITY MAP
NTS

A 0.654Acre Tract out of Tract A-1-A, Monterey Church of Christ Addition to the City of Lubbock, Lubbock County, Texas, According to the Map, Plat and/or Dedication Deed thereof Recorded in County Clerk File Number 2007044604, Official Public Records of Lubbock County, Texas

FIELD NOTES on a 0.654 acre tract out of Tract A-1-A, Monterey Church of Christ Addition as shown by the Plat thereof recorded in Lubbock County Clerk File # 2007044604 and being further described by metes and bounds as follows:

BEGINNING at a found "X" in concrete at the Southeast corner of Tract A-1-B-2, Monterey Church of Christ Addition recorded in Lubbock County Clerk File # 2011018674 for the Northeast corner of this tract;

THENCE S01°48'17" W, 150 feet to a set nail and washer marked Abacus Eng. RPLS 4460 for the Southeast corner of this tract;

THENCE N88°06'35" W, 190 feet to set 1/2" rod with cap marked RPLS 4460 for the Southwest corner of this tract;

THENCE N 01°48'17" E, with the East line of Lot 3, Spectra Lubbock Southwest Addition, 150 feet to found rod with blue cap (Stevens) for the Northwest corner of this tract;

THENCE S88°06'35" E, along the South line of Tracts A-1-B-1 and A-1-B-2, Monterey Church of Christ Addition, 190 feet to the PLACE of BEGINNING.

SYNOPSIS

Existing Zoning:	C-3 (General Retail District)
Zoning Proposed:	IHC (Interstate Highway Commercial)
Proposed Use:	Auto Repair Service
Lot Area:	1.304 Acres (56,987.19 sf)
Provided Parking:	30 Existing Spaces 52 Proposed Spaces 82 Total Spaces

ENGINEER:
Cross Engineering Consultants, Inc.
131 S. Tennessee Street
McKinney, Texas 75069
Phone (972) 562-4409
Fax (972) 562-4471
Contact: Jonathan D. Hake, P.E.

DEVELOPER
Christian Brothers Automotive
13995 N. Barker Landing
Suite 145
Houston, Texas 77079
Phone (832) 598-0420
Contact: Jonathan Wakefield

Issue Dates:	Revisions:	Date:
1	1	
2	2	
3	3	
4	4	
5	5	
6	6	

CROSS ENGINEERING CONSULTANTS
131 S. Tennessee St. McKinney, Texas 75069
972.562.4409 Texas P.E. Firm No. F-9915

Drawn By:	Checked By:	Scale:
C.B.C.I.	C.B.C.I.	1" = 20'

ZONING EXHIBIT

CBAC LUBBOCK PHASE 2

CHRISTIAN BROTHERS AUTOMOTIVE

CITY OF LUBBOCK, TEXAS

Sheet No.
ZE

Project No.
13056

CHRISTIAN BROTHERS AUTOMOTIVE LUBBOCK PHASE 2 ZONING EXHIBIT

Regular City Council Meeting **6. 2.**

Meeting Date: 09/26/2013

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider an appeal for Zone Case 3208, an appeal of a denial by the Planning and Zoning (P&Z) Commission of Mike Freyburger, for Appaloosa Development LP, for a zone change from T to M-1 for a billboard on 1,701 square feet of unplatted land out of Block AK, Section 35, 6508 Marsha Sharp Freeway, and consider an ordinance.

Item Summary

1. General comments:
The request is to zone a piece of land from the original tract owned by Mr. Freyburger (a part of the water park parent tract) isolated by the takings for both the reroute of the railroad to make way for the Marsha Sharp Freeway and then the actual Freeway right of way taking. The triangular piece of land is adjacent to the intersection of Milwaukee Avenue and the Marsha Sharp Freeway, on the northwest corner. The land is adjacent to the fronting of Milwaukee and could be, with common ownership, used within the tract to the west. There is separate ownership between the tracts and as the remnant exists, there is little commercial use available. Setback for any commercial use is severely constrained on the individual parcel as owned currently (minimum commercial setback is 43 feet in all commercial districts and this tract is barely 43 feet deep in the very middle of the triangle). Already noted, if sold or combined with the land to the east it would become a useful part of a new tract.

2. Adjacent land uses
N – vacant, then Rosas Café to the northeast
S – Marsha Sharp Freeway
E – vacant land adjacent to property that fronts Milwaukee Avenue
W – railroad right of way

3. Comprehensive Land Use Plan (CLUP) Policy:
Both the Interstate 27 (I-27) and the Marsha Sharp Freeway have a history associated with the Land Use Plan and zoning. Prior to the construction of I-27, a year-long study and a Committee of the Planning Commission produced three new Districts for the Zoning Code – Interstate Office, Commercial and Industrial. Along the I-27 Corridor, prior to construction, all land in a 1,000 foot corridor that was either commercial or industrial was rezoned in one case to either Interstate Commercial or Interstate Industrial, depending on the "C" or "M" previous zoning. After the final plans for the Marsha Sharp Freeway were established, prior to construction, the Planning Department, Planning Commission and the City Council processed a similar zone change along the seven miles of the new Freeway and used the same process – rezoning only the "C" and "M" mixed Districts to a common IHC or IHI. One important aspect to note is that "billboards" are not a permitted use in either District. Many billboards remain along both corridors but they are "grandfathered", and some are subject to a long time Court case regarding billboards and have a set date as to when they must be removed (dating back to a Court case resulting from the new sign ordinance in 1975).

4. Zoning Policy:
The primary discussion for the proposal within this zone case whether the P&Z and City Council want to deviate from the fourteen miles of high speed freeway and the desire expressed in the Interstate Districts that billboards not

be included as a permitted use. Approval of this request would break that long time track record.

5. Effect on the Street System:
The proposal would not have a direct impact on the thoroughfare system. What impact it would have is the introduction of a billboard, which in most Traffic and Planning literature, is a distraction from the driving perspective along any corridor – with the attendant safety distraction issues. A second issue with billboards that has been long litigated and the source of much stress has been the aesthetic aspect. The Lubbock Sign Code was constructed and upheld in Court as valid based on primarily safety aspects. Aesthetic issues in 1975 were just beginning to be recognized as a legitimate part of the "police powers" (zoning), but have since been well established in case law as a vital element of public interest.

6. Recommendations:
Continuing the long time City of Lubbock posture on billboard locations, the Planning staff would not recommend the request, as it would make the site eligible for a 750 square foot billboard on the parcel after the land is platted. Should the P&Z want to give the land a zoning classification other than the current "T" Transitional (a holding pattern from when the land was annexed), the staff would recommend zoning the parcel Interstate Highway Commercial as has been practiced along both all of Marsha Sharp and the Interstate - 27.

The P&Z vote was unanimous to deny the case.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3208
Letter of Appeal
Zone Case 3208

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. 3208;** A ZONING CHANGE FROM **T** TO **M-1** FOR **A BILLBOARD** ON **1,701 SQUARE FEET OF UNPLATTED LAND OUT OF BLOCK AK, SECTON 35**, 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 the Commission denied, and the applicant appealed said denial pursuant to Section 40.01.005 of the Code of Ordinances to 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. 3208

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** to **M-1** for **a billboard** on **1,701 square feet of unplatted land out of Block AK, Section 35,** City of Lubbock, Lubbock County, Texas, located at **6508 Marsha Sharp Freeway,** 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:

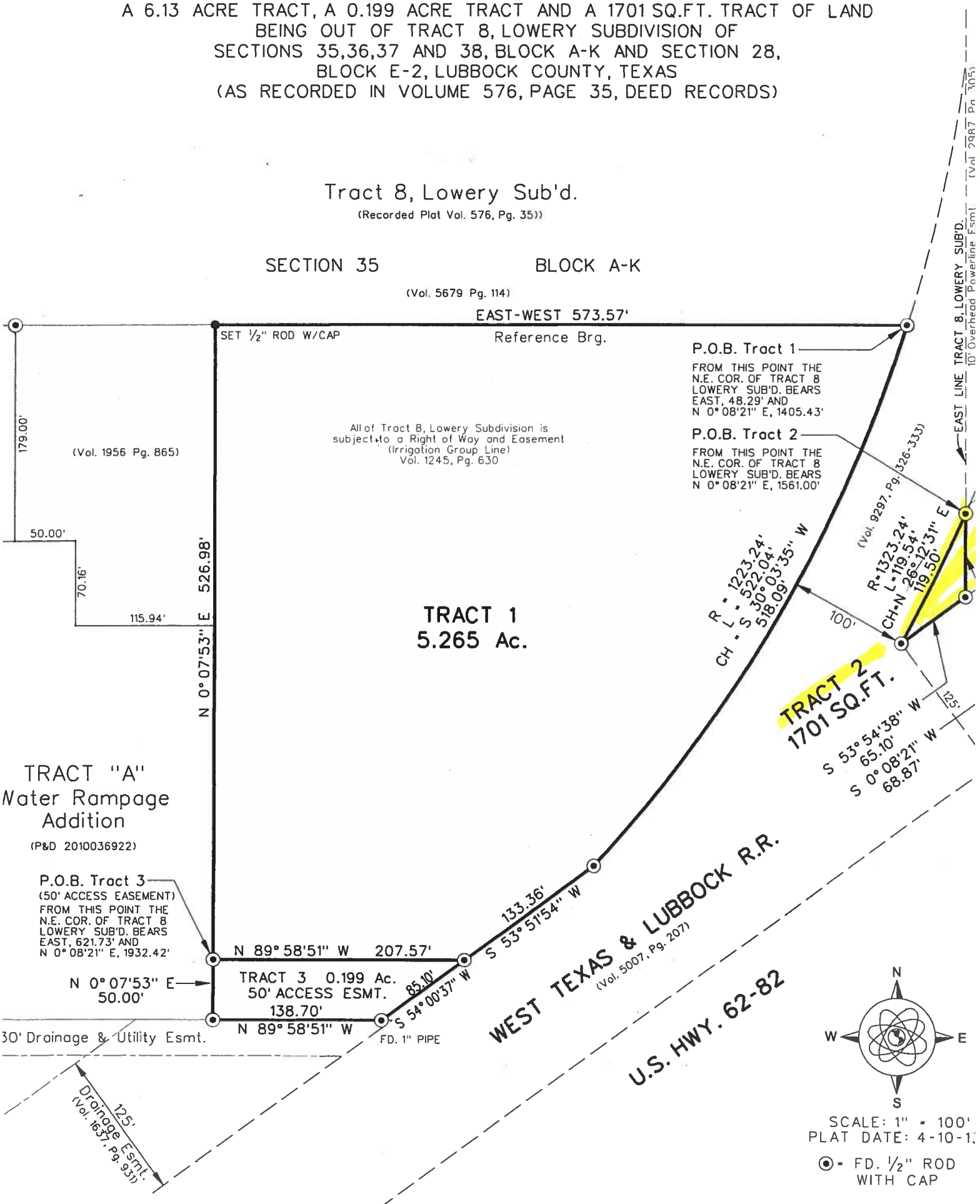
Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3208
September 5, 2013

PLAT OF SURVEY

ON

A 6.13 ACRE TRACT, A 0.199 ACRE TRACT AND A 1701 SQ.FT. TRACT OF LAND
BEING OUT OF TRACT 8, LOWERY SUBDIVISION OF
SECTIONS 35,36,37 AND 38, BLOCK A-K AND SECTION 28,
BLOCK E-2, LUBBOCK COUNTY, TEXAS
(AS RECORDED IN VOLUME 576, PAGE 35, DEED RECORDS)



476

BEARINGS SHOWN ARE RELATIVE TO THE RECORDED

TRACT 2

FIELD NOTES on a 1701 square foot tract of land being out of Tract 8, Lowery Subdivision of Sections 35,36,37 and 38, Block A-K and Section 28, Block E-2, Lubbock County, Texas (as recorded in Volume 576, Page 35, Deed Records) and being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod with cap, found for the most Northerly corner of this 1701 square foot tract, whence the Northeast corner of Tract 8, Lowery Subdivision bears North 0°08'21" East, a distance of 1561.00 feet;

THENCE South 0°08'21" West, along the East line of Tract 8, Lowery Subdivision, a distance of 68.87 feet to a ½" iron rod with cap, found for the Southeast corner of this 1701 square foot tract;

THENCE South 53°54'38" West, along the Northerly right of way line of the Marsha Sharp Freeway, a distance of 65.10 feet to a ½" iron rod with cap, found for the Southwest corner of this 1701 square foot tract;

THENCE Northeasterly, along the arc of a curve to the left and being the Easterly right of way line of the West Texas and Lubbock Railroad, a distance of 119.54 feet to the point of beginning, said curve having a radius of 1323.24 feet and a chord that bears North 26°12'31" East, a distance of 119.50 feet;

CONTAINING 1701 square feet of land.

September 5, 2013

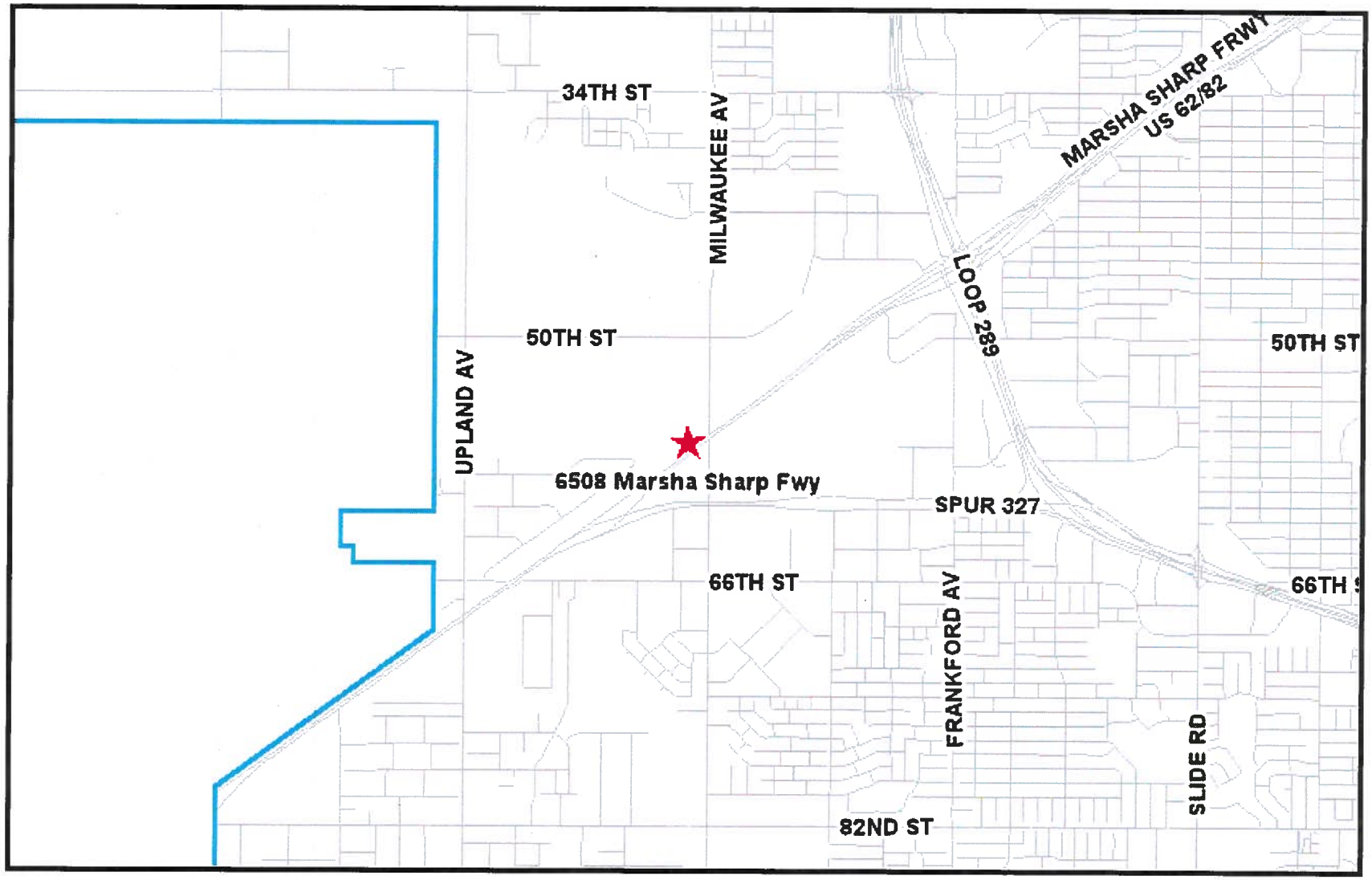
To City Staff of Lubbock,

Tonight, the Zone Case No. 3208 request was denied by city staff and denied by the Planning and Zoning Commission.

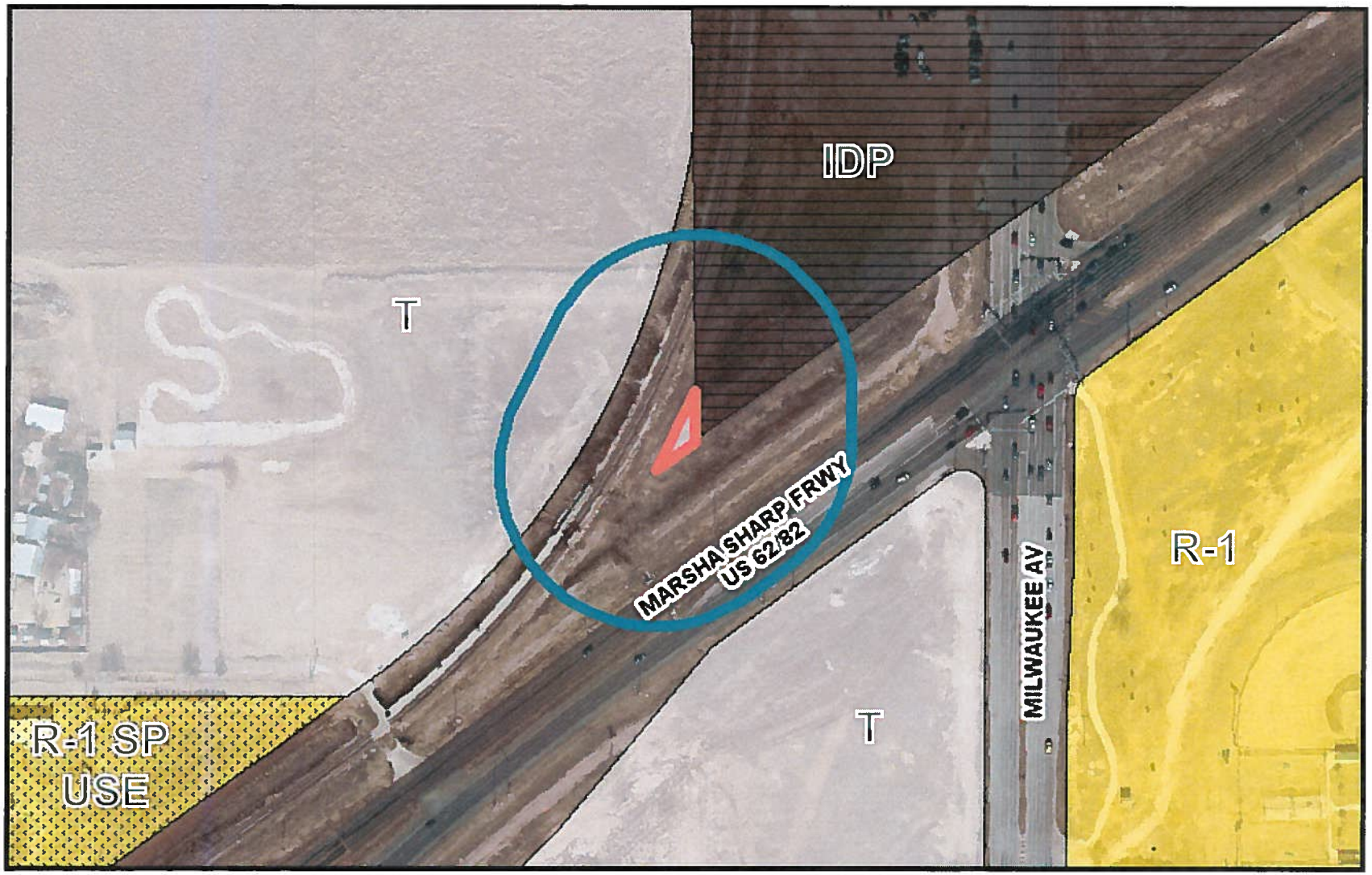
We would like to request an appeal of this Zone Case No 3208 to City Council for approval. If you have any questions feel free to contact me.

Respectfully,

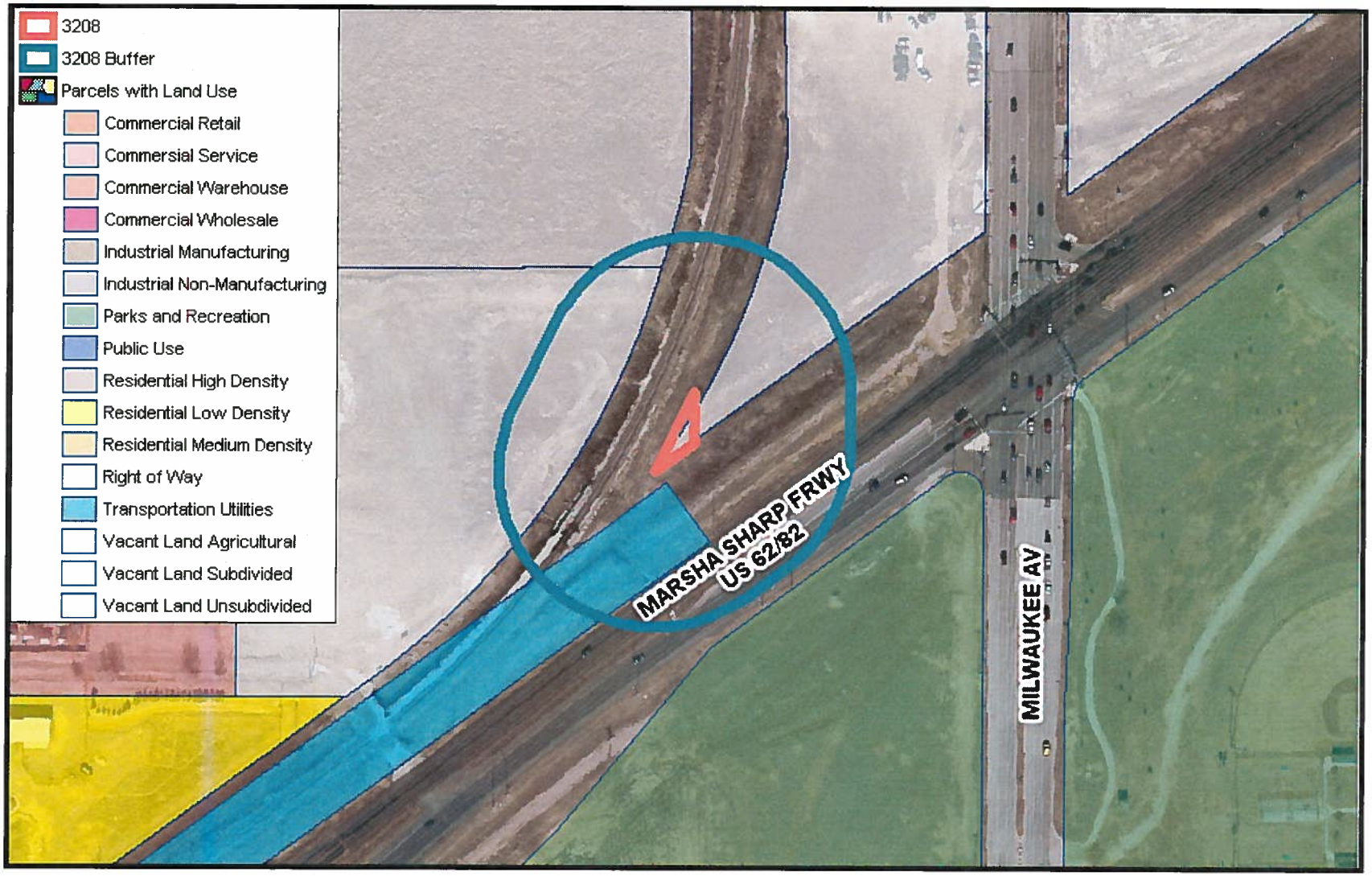
Mike Freyburger, President
Appaloosa Development, LP
4901 19th Street
Lubbock, Texas 79407
806-577-2513



P.Z.C. Case 3208



P.Z.C. Case 3208 Zoning



P.Z.C. Case 3208

Request of Mike Freyburger (for Appaloosa Development LP) for a zoning change from T to M-1 for a billboard, 6508 Marsha Sharp Freeway

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Mike Freyburger ~~Appaloosa Development LP~~

4901 19th St.
Street/Post Office Box

Lubbock TX 79407
City State Zip

(806) 577-2513
Telephone

For Appaloosa Development LP

4901 19th
Street/Post Office Box

Lubbock TX 79407
City State Zip

(806) 577-2513
Telephone

Location or Address: See attached Metes & Bounds Description

Legal Description:*

Existing Land Use: ~~Residential~~ Land **Existing Zoning:** ~~Unknown~~ I

Acreage or Square Footage of Property: Approx 1701 SF

Zoning Requested: Overhead Sign M-1 ?

Proposed Development: Overhead Sign Board - Outdoor Sign

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

MF, President
Applicant's Signature

7-23-13
Date

Filing Fee: $475 Request Fee to be pro-rated
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

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

Receipt 17799 Ck# 2668

For City Use Only

MAB Map 45

Zone Case No.: 2208 **Agenda No.:** 1

Request for zoning change from: I **To:** M-1

A 1701 square foot unplatted tract of land out of Block A1 section 35

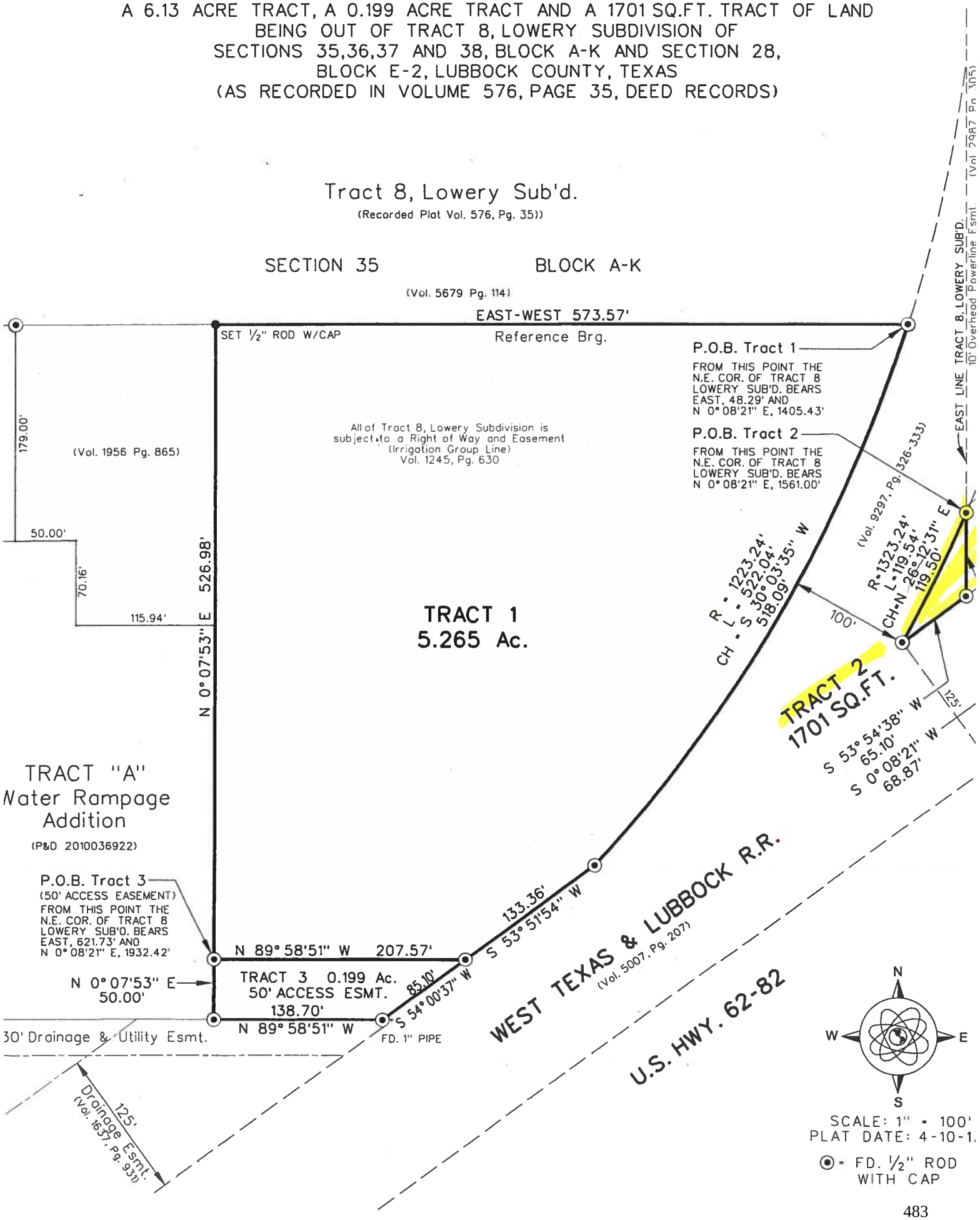
on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 6508 Marsha Sharp Fwy

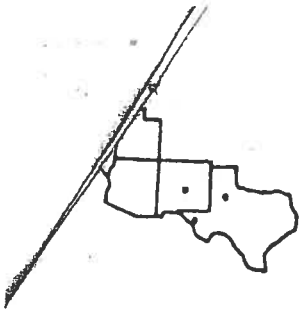
PLAT OF SURVEY

ON

A 6.13 ACRE TRACT, A 0.199 ACRE TRACT AND A 1701 SQ.FT. TRACT OF LAND
BEING OUT OF TRACT 8, LOWERY SUBDIVISION OF
SECTIONS 35,36,37 AND 38, BLOCK A-K AND SECTION 28,
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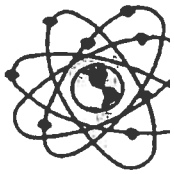


BEARINGS SHOWN ARE RELATIVE TO THE RECORDED



WILSON SURVEYING CO., INC.

Registered Professional Land Surveyors
Global Positioning System Surveyors
TEXAS • NEW MEXICO • ARIZONA • NEVADA • UTAH



TRACT 2

FIELD NOTES on a 1701 square foot tract of land being out of Tract 8, Lowery Subdivision of Sections 35,36,37 and 38, Block A-K and Section 28, Block E-2, Lubbock County, Texas (as recorded in Volume 576, Page 35, Deed Records) and being more particularly described by metes and bounds as follows:

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THENCE Northeasterly, along the arc of a curve to the left and being the Easterly right of way line of the West Texas and Lubbock Railroad, a distance of 119.54 feet to the point of beginning, said curve having a radius of 1323.24 feet and a chord that bears North 26°12'31" East, a distance of 119.50 feet;

CONTAINING 1701 square feet of land.

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.: 3208**

In Favor of ____

Opposed ____

Reasons and/or Comments:

RECEIVED
SEP 05 2013
PLANNING DEPARTMENT

Print Name Mike Freyburger

Signature: [signature]

Address: 4901 19th Lubbock TX 79407

Address of Property Owned: _____

4 of 4

Zone Case Number: **3208** 92493
APPALOOSA DEVELOPMENT LP
4901 19TH ST

LUBBOCK TX 79407

Regular City Council Meeting **6. 4.**

Meeting Date: 09/26/2013

Information

Agenda Item

Resolution - City Secretary: Consider a resolution authorizing the City Council to create the Quincy Park Public Improvement District Advisory Board for the Quincy Park Public Improvement District.

Item Summary

The Public Improvement District Policies and Guidelines approved by the City Council in Resolution No. 2010-R0171 on April 8, 2010 allow for the creation of an advisory board for the public improvement districts. The advisory board will work with City staff on the Service and Assessment plan for the Quincy Park PID and and make recommendations to the City Council on the service and assessment plan and any other plans for the Quincy Park Public Improvement District. The board will consist of 5 members who service 3-year terms.

Fiscal Impact

-

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Resolution - Quincy Park PID Advisory Board Creation

RESOLUTION

WHEREAS, the City Council of the City of Lubbock passed Resolution No. 2009-R0219 authorizing and creating the Quincy Park Public Improvement District May 28, 2009; and

WHEREAS, April 8, 2010, the City Council passed Resolution No. 2010- R0171 setting Public Improvement District (PID) Policies and Guidelines which allow for PID Advisory Boards to be set up for public improvement districts in Lubbock; and

WHEREAS, the City Council desires at this time to create a PID Advisory Board for the Quincy Park Public Improvement District; NOW THEREFORE:

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

THAT a Quincy Park Public Improvement District Advisory Board is hereby created by the City Council of the City of Lubbock, which shall perform its duties in accordance with the following criteria:

1. The primary objective of the Advisory Board shall be to make recommendations to the City Council on the service plan and other plans for the Quincy Park Public Improvement District.

2. The Advisory Board will consist of five members appointed by the City Council.

3. The Advisory Board is required to hold one property owner meeting each year in a public facility. The City will provide notice of the meeting to all PID property owners, and the PID will pay for such notification costs. The meeting agenda will include a presentation of the PID's plans for the coming year, the PID budget and the nomination of recommendations to the City Council for vacant Advisory Board positions. The Advisory Board may schedule other meetings as required and will notify the City PID liaison of their time and location for posting on the City website. A simple majority shall constitute a quorum, and a majority vote of the quorum shall be required for any action to be taken by the Advisory Board.

4. Advisory Board members shall serve a three (3) year term that begins the month following appointment by the City Council. The Advisory Board shall stagger terms to maintain the continuity of the Board. On

the first Board, three members shall serve three year terms and two members shall serve two year terms. At the initial Board meeting, determination of which members shall serve the shorter term will be determined by a random, fair lottery of the Board's own choosing.

Passed by the City Council on _____, 2013.

_____
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:

Linda L. Chamales,
Economic Development Attorney

lc/Res-Quincy Park Point PID Advisory Board
June 25, 2013

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

Meeting Date: 09/26/2013

Information

Agenda Item

City Counil: Consider and take action on Dwight McDonald's membership on the Electric Utility Board.

Item Summary

Fiscal Impact

Staff/Board Recommending

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

Meeting Date: 09/26/2013

Information

Agenda Item

Board Appointments - City Secretary: Consider five appointments to the Quincy Park Public Improvement District Advisory Board.

Item Summary

As stated above.

Fiscal Impact

-

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Quincy Park PID Advisory Board Voting Results

City of Lubbock, TX
Finance Department
Quincy Park Public Improvement District
Advisory Group Voting Results

Total Quincy Park PID lots: 246
Total Ballots Returned: 67

Voting Results for Advisory Group

Name	Number of Votes
Chris Berry - Betenbough	**63**
Tyler Stolp - Betenbough	**60**
Eric Pierce	**8**
Gary Barrow	**5**
Bruce Jasinski	**5**
Jeanna Roach	3
Kyle Fannin	1
Jason Nuss	1
Melissa Courter	1
James Moore	1
Alexander Novoa	1
Robert Burton	1
Stacy Simmons	0
Albert Martinez	0
Alfonso Sanchez	0
Adam Pardue	0
Melissa Pierce	0
Michael Swanner	0
Jaime Perez	0
Kris Morris	0
Andy Laughlin	0

Regular City Council Meeting **6. 7.**

Meeting Date: 09/26/2013

Information

Agenda Item

Board Appointments - City Secretary: Consider one appointment to the Airport Board, one appointment to the Appointments Advisory Board, one appointment to the Building Board of Appeals, two appointments to the Health & Educational Facilities Development Corporation, two appointments to the Lubbock Economic Development Alliance Board of Directors, one appointment to the Lubbock Reese Redevelopment Authority, two appointments to the Market Lubbock, Inc. Board of Directors, and three appointments to the Model Codes & Construction Advisory Board.

Item Summary

Consider one appointment to the Airport Board, one appointment to the Appointments Advisory Board, one appointment to the Building Board of Appeals, two appointments to the Health & Educational Facilities Development Corporation, two appointments to the Lubbock Economic Development Alliance Board of Directors, one appointment to the Lubbock Reese Redevelopment Authority, two appointments to the Market Lubbock, Inc. Board of Directors, and three appointments to the Model Codes & Construction Advisory Board.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Board Appointments - Regular Session

BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, SEPTEMBER 26, 2013 - REGULAR SESSION

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
	1	AIRPORT BOARD	BURKHART, JIM	10.01.13	100%		REAPPOINT	Y
	2	APPOINTMENTS ADVISORY BOARD	MORALES, CARLOS	09.01.15	64%	MAYOR	REAPPOINT/REPLACE	Y
	3	LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE	EUBANK, LES	10.01.13	100%		REAPPOINT	Y
			SHARBUTT, DAVID	10.01.13	88%		REAPPOINT	Y
	4	MARKET LUBBOCK, INC BOARD OF DIRECTORS	EUBANK, LES	10.01.13	100%		REAPPOINT	Y
			SHARBUTT, DAVID	10.01.13	88%		REAPPOINT	Y
	5	MODEL CODES & CONSTRUCTION ADVISORY BOARD	CARPENTER, CHRIS	10.01.13	N.A	MASTER PLUMBER	REPLACE	N/A
			HILL, JEREMY	10.01.13	67%	COMMERCIAL GENERAL CONTRACTOR	REAPPOINT	Y
			MALOY, BILL	10.01.13	N/A	LAA MEMBER	REPLACE	N/A

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

City of Lubbock
Board and Commision Recruiting Database

Updated: 9/13/2013

Sorted: No Preference

Key: **CS - Currently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District	References Name
1210		Ashe	John	M	A		60+	Realtor	Action Realtors	5	
0601		Austin	Nicole	F	A	S	18-29	Computer Sp	Self-employed	4	
0601		Chesnutt	Gary	M	A	S	50-59	Cotton Broker	Chesnutt Cotto	5	
0501		Grant	Mack	M	A	S	40-49	Project Admin	TX Dept of Cri	4	
1206		Guerra	Julian	M	H	S	60+	New York Life	New York Life	4	
0509		Guerrero	Mary Lynn	F	H	C	18-29	PSO Officer	PD - City of Lu	6	
0803		Hamer	Darla	F	A		40-49	Banker	Peoples Bank	6	
0405		Hancock	Jennifer	F	A	S	18-29	Homemaker/P		6	
0906		Henson	Matthew	M	A		30-39	Self Employe	Matt Henson In	5	
0610		Hobgood	John	M	A		30-39	Social Worker	LIFE/RUN Cen	5	
1308		Hodges	Jason	M	A		40-49	Landscape Ar	Prairie Worksh	1	
0502		Hodges	Tom	M	A	C	40-49	Bank Manage	Wells Fargo B	4	
1002		Jackson	Winnie	M	A		60+	Retired Minist		4	
0501		Nichols	Kathleen	F	A	S	30-39	Dentist	Kathleen Nicho	5	
0612		Podrebartz	Keith	M	A		30-39	Counselor	Texas Tech Un	1	
0707		Ramsey	Chad	M	A			Self-employed	Ramsey Auto	3	
0407		Riojas	Michael	M	H	C	40-49	Sr Acct Mana	GE Lighting	3	
1206		Spitzer	Michelle	F	A		50-59	CFO	Sunwest Const	4	
0804		Stephens	Sherry	F	A		30-39	Administrative	High Plains W	5	
0409		Terry	Dianna	F	A	S	50-59	Grant Develop	Covenant Foun	4	
1305		Tinsley	Matt	M	A		40-49	Director of Op	First Care Heal	5	
1308		Trejo	Magdalena	F	H		60+	Ex Director	Community Ho	1	
0404		Williams	Peggy	F	A	S	50-59	Banker	American Bank	5	
0803		Wilson	Margaret	F	A	C	60+	Retired - Tech	Retired	5	

AIRPORT BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	73.4%	71.4% (5)
African-American	32.6%	27.6%	10.1%	28.6% (2)
Other	8.7%	7.4%	10.1%	0.0% (0)
Hispanic	3.7%	4.0%	6.3%	0.0% (0)
GENDER				
Male	48.5%	47.0%	75.3%	85.7% (6)
Female	51.5%	53.0%	24.7%	14.3% (1)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.1%	0.0% (0)
District 2	16.4%	12.7%	4.1%	0.0% (0)
District 3	16.3%	16.1%	13.3%	0.0% (0)
District 4	17.0%	17.0%	20.6%	42.8% (3)
District 5	16.7%	19.4%	27.5%	28.6% (2)
District 6	17.2%	19.9%	19.3%	28.6% (2)
Other/Unknown	0.0%	0.0%	5.1%	0.0% (0)

PURPOSE:
Advisory board responsible for planning, development, construction and improvement of airport facilities. Recommends improvements and policies to City Council as necessary.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Burkhart, Jim (M,A,5)	100%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To reappoint Jim Burkhart

City of Lubbock
Board and Commision Recruiting Database
Updated: 8/24/2013

Sorted: By Preference

Key: **CS - Presently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Airport Board

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1205		Anderson	Keith	M	A		60+	Retired	Retired	0
0808		Clary	Sue	F	A		60+	Volunteer		5
0605		Davis	Edwin	M	A		50-59	Civil Engineer	Parkhill, Smith & Cooper	5
0908		Franklin	Johnny	M	A		50-59	Retired		5
0910		Grossi	Cary	M	A		30-39	Funeral Director / General	Resthaven Funeral Hom	5
0509		Hilliard	A. Louis	M	A	C	18-29	Owner - Hub City Aviation	Hub City Aviation	3
0611		Huerta	Luis	M	H		40-49	Life Insurance Sales	AFLAC	5
1002		Marquette	Charles	M	A			Project Manager	Guidewire Software	5
1202		Mincey	Arnold	M	A		60+	Banker	Lubbock National Bank	4
1109		Newsom	Cory	M	A		40-49	Banking Pres/CEO	City Bank	5
1301		Parr	Charles	M	A		40-49	Banker	American National Bank	2
1306		Pierce	Eric	M	A		30-39	Regional Sales Manager	ELSEVIER	5
0411		Renfro	Patsy	F	A	S	50-59	Travel Agent	Envoye Travel	5
Second Preference:										
0909		Cole	Ronald	M	A		18-29	Agent	Mass Mutual Financial S	6
1206		Duncan	Lynne	F	A		50-59	Community Relations	Wentz Orthodontics	4
0707		Jones	Johnnie	F	A		30-39	Advertising Agency Owner	Madison Avenue Adverti	4
1303		Smith	Peter	M	A		30-39	Banker	Happy State Bank	5
Third Preference:										
1308		Atwood	Nicholas	M	A		30-39	Financial Services	Mass Mutual	5
0906		Medrano	Johnnie	M	H		18-29	Banker	Plains Capital Bank	4
Fourth Preference:										
1108		Kotal	Clinton	M	A		18-29	Self Employed	KN Construction Group	4
1211		Ogutu	Moses	M	AA		50-59	Physical Therapist Assista		5
0809		Sullivan	Robert	M	A		18-29	Legal Clerk	Lubbock County - JP2	4
Fifth Preference:										
0803		McCoy	Gary	M	A	S	50-59	Banking	ABC Bank	5
Sixth Preference:										
1005		Bruegel	Jon	M	A		18-29	Student		4
1011		Burch	Douglas	M	A		40-49	Owner	Venture Communication	5
0906		Clark	Timothy	M	A		40-49	CADD Tech	Parkhill, Smith & Cooper	3
1206		Wagner	Catherine	F	A		60+	Retired		5
0901		Whittenbur	Kristin	F	A		30-39	Senior Education Specialis	Region 17	6
0710		Wierzba	Susan	F	A		40-49	Owner / Cotton Broker	Commodity Export Corp	5

Committee #1 *Airport Board*

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

	Confidential?	*Home*	*Business*		*Reappt Elig.*
				Curr: 10/13/2011 - 10/1/2013	*Y*
Burkhart		*8217 Richmond Ave.*		*2nd:* -	
Mr. Jim		*Lubbock TX 79424*		*1st:* -	
				Fax:	
		(806) 794-7659			
			CELL		
E-mail					
			SBA	*Curr:* 10/1/2011 - 10/1/2013	*N*
Davis	Y	*3403 74th Street*	*1205 Texas Avenue*	*2nd:* -	
Mr. Calvin		*Lubbock TX 79416*	*Lubbock TX 79401*	*1st:* 10/1/2009 - 10/1/2011	
	Y	*(806) 744-8138*	*(806) 472-7462*	*Fax:*	
		(806) 239-8229	*CELL*		
E-mail		*calvin.davis@sba.gov*			
			Pan-Tex Plywood & Lumber	*Curr:* 10/1/2012 - 10/1/2014	*N*
Garrison	Y	*4616 94th Street*	*116 East 42nd Street*	*2nd:* 10/1/2010 - 10/1/2012	
Mr. Greg		*Lubbock TX 79424*	*Lubbock TX 79404*	*1st:* 10/1/2008 - 10/1/2010	
	Y	*(806) 798-3159*	*(806) 747-2561*	*Fax:* *(806) 747-0314*	
			CELL		
E-mail		*greg@pantexplywood.com*			
			Wilkerson Storage Co.	*Curr:* 10/1/2012 - 10/1/2014	*N*
Piercy	Y	*3205 79th Street*	*P.O. Box 2525*	*2nd:* 10/1/2010 - 10/1/2012	
Mr. Mark		*Lubbock TX 79423*	*Lubbock TX 79408*	*1st:* 10/1/2008 - 10/1/2010	
	N	*(806) 797-1900*	*(806) 474-2219*	*Fax:* *(806) 745-7170*	
			CELL		
E-mail		*mwp@wilkersonstorage.com*			
			LISD Wheatley Elem	*Curr:* 10/1/2012 - 10/1/2014	*N*
Randle	Y	*5729 Third St*	*1802 E 28th St*	*2nd:* -	
Ms. Margaret		*Lubbock TX 79416*	*Lubbock TX 79404*	*1st:* 10/1/2010 - 10/1/2012	
	Y	*(806) 799-3014*	*(806) 766-1877*	*Fax:* *(806) 766-1875*	
			CELL		
E-mail					

Chair/Pres:	Greg Garrison	**Staff Liaison:**	James Loomis
Vice Chair/V.P.:	Calvin Davis	**Term:**	2 Years
Sec./Treasurer:	Margaret Randle	**Ex-Officio Mbr.:**	

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

Last Update: 8/24/2013

Committee #1 *Airport Board*

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

	Confidential?	*Home*	*Business*		*Reappt Elig.*
			The Trinity Cotton Company	*Curr:* 10/1/2012 - 10/1/2014	*Y*
Underwood		*4508 13TH Street*	*P.O. Box 16606*	*2nd:* -	
Mr. Brett		*Lubbock TX 79416*	*Lubbock TX 79490*	*1st:* -	
		(806) 392-1652	*(806) 793-0440*	*Fax:* *(806) 793-0507*	
		CELL			
E-mail	*bau@trinitycotton.com*				

			Westar Commercial Realty	*Curr:* 10/1/2012 - 10/1/2014	*N*
Young	N	*4423 110th St Tivoli #38*	*4415 71st St, Ste 12*	*2nd:* 10/1/2010 - 10/1/2012	
Mr. Bill		*Lubbock TX 79363*	*Lubbock TX 79424*	*1st:* 10/1/2008 - 10/1/2010	
	N	*(806) 698-9362*	*(806) 797-3231*	*Fax:* *(806) 793-2130*	
		CELL			
E-mail					

Chair/Pres:	Greg Garrison	**Staff Liaison:**	James Loomis
Vice Chair/V.P.:	Calvin Davis	**Term:**	2 Years
Sec./Treasurer:	Margaret Randle	**Ex-Officio Mbr.:**	

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

Last Update: 8/24/2013

APPOINTMENTS ADVISORY BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	73.4%	53.3% (8)
Hispanic	32.6%	27.6%	10.1%	26.7% (4)
African-American	8.7%	7.4%	10.1%	13.3% (2)
Other	3.7%	4.0%	6.3%	6.7% (1)
GENDER				
Male	48.5%	47.0%	75.3%	60.0% (9)
Female	51.5%	53.0%	24.7%	40.0% (6)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.1%	6.7% (1)
District 2	16.4%	12.7%	4.1%	13.3% (2)
District 3	16.3%	16.1%	13.3%	6.7% (1)
District 4	17.0%	17.0%	20.6%	13.3% (2)
District 5	16.7%	19.4%	27.5%	40.0% (6)
District 6	17.2%	19.9%	19.3%	13.3% (2)
Other/Unknown	0.0%	0.0%	5.1%	6.7% (1)

PURPOSE:
Permanent advisory board maintains data bank and clear written guidelines for appointments and updates annually. Oversees marketing plan for soliciting qualified applicants and increasing public opportunities for board service. Advises the City Council regarding qualified appointees; assists in new member orientation and presents annual demographics report.

QUALIFICATIONS: Each Council Member shall appoint two members to the board; and the Mayor shall appoint three members

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Morales, Carlos (M,H,5)	Mayor	N/A	N/A	Declined/Replace

APPOINTMENT ADVISORY BOARD RECOMMENDATION:
To replace Carlos Morales, Mayor:
Nicholas Atwood (M,A,5) Mass Mutual
Tosha Chambers (F,AA,4) Homemaker

City of Lubbock
Board and Commision Recruiting Database
Updated: 8/28/2013

Sorted: By Preference

Key: **CS - Presently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Appointments Advisory Board

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1308		Atwood	Nicholas	M	A		30-39	Financial Services	Mass Mutual	5
0508		Camp-Rom	William	M	O	C	50-59	Retired - Federal Governm	Retired	4
1009		Chambers	Tosha	F	AA		30-39	Homemaker		4
0707		Lunsford	Douglas	M	A			Marketing and Media	Lancer Productions	5
0406		Sepeda	Esther	F	H	S		Hispanic Chamber of Com	Lubbock Hispanic Cham	4
Second Preference:										
1210		Hankson	Charles	M	AA		60+	Retired Pastor	Goulds Pump	0
0411		Renfro	Patsy	F	A	S	50-59	Travel Agent	Envoye Travel	5
0710		Wierzba	Susan	F	A		40-49	Owner / Cotton Broker	Commodity Export Corp	5
Third Preference:										
0803		Andrus	Amy	F	A	S	40-49	Music Therapist	Amy's Music Therapy S	4
0701		Lewis	Sheri	F	A	S	40-49	Associate Director	TTU Student Media	4
1204		Newsom	Mikella	F	A		30-39	Vice President, Asst. CFP	City Bank Texas	0
0501		Ray	Harold	M	A	S	50-59	Asst Business Agent-IBE	IBEW Local Union 602	0
Fourth Preference:										
0910		McCord	Janine	F	A		30-39	Research Associate	TTU - Education Dean	5
0803		Rautis	Mary	F	A	C	50-59	Registered Nurse	University Medical Cent	4
Fifth Preference:										
1205		Chapa	David	M	H		40-49	Interior Designer	TTU - Physical Plant	5
1108		Kotal	Clinton	M	A		18-29	Self Employed	KN Construction Group	4
Sixth Preference:										

Committee #53 Appointments Advisory Board

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

	Confidential?	Home	Business		Reappt Elig.
DISTRICT 2				Curr: 9/1/2013 - 9/1/2015	N
Andrews	N	2119 East 30th Street		2nd: -	
Mr. L.V.		Lubbock TX 79404		1st: 1/26/2012 - 9/1/2013	
	Y			Fax:	
	N	(806) 765-5001			
	Y		CELL		
E-mail					
DISTRICT 5				Curr: 9/1/2013 - 9/1/2015	N
Bilimoria	Y	5319 85th St		2nd: 9/1/2011 - 9/1/2013	
Ms. Indu		Lubbock TX 79424		1st: 9/1/2009 - 9/1/2011	
	Y	ibilimor@gmail.com			
	Y	(806) 794-7460	(806) 441-9123	Fax:	
			CELL		
E-mail		indu.bilimoria@ttu.edu			
MAYOR			Retired Optomotrist	Curr: 9/1/2012 - 9/1/2014	Y
Bowen	N	2002 Albany		2nd: -	
Dr. John		Lubbock TX 79407		1st: 7/26/2012 - 9/1/2012	
	N			Fax:	
	N	(806) 795-4224			
	N	(806) 786-1318	CELL		
E-mail		jbowen@sbcglobal.net			
DISTRICT 2			Michael Calvillo Bail Bond	Curr: 9/1/2012 - 9/1/2014	Y
Calvillo	Y	1926 75th St	1209 Crickets Ave	2nd: -	
Mr. Michael		Lubbock TX 79423	Lubbock TX 79401	1st: -	
	Y	michaelcalvillo@att.net			
	Y		(806) 744-1891	Fax: (806) 744-7647	
	Y	(806) 239-7568	CELL		
E-mail		michaelcalvillo@att.net			
DISTRICT 6			PrimeWest Mortgage	Curr: 9/1/2012 - 9/1/2014	Y
Ellis-Roach	N	4502 14th Street	9816 Slide Road	2nd: -	
Mrs. Phebe		Lubbock TX 79410	Lubbock TX 79424	1st: -	
			(806) 788-2869	Fax: (806) 793-7602	
	Y	(806) 773-0531	CELL		
E-mail		pellis@primewestcorp.com			

Chair/Pres:	Indu Bilimoria	**Staff Liaison:**	Thomas Harris III
Vice Chair/V.P.:	Eddie Harris	**Term:**	2 Years
Sec./Treasurer:	N/A	**Ex-Officio Mbr.:**	N/A

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

Last Update: 8/28/2013

Committee #53 Appointments Advisory Board

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

	Confidential?	*Home*	*Business*		*Reappt Elig.*
DISTRICT 1				*Curr:* 7/12/2012 - 9/1/2013	*Y*
Garza	Y	*2011 17th Street*	*1901 West Loop 289, Ste. 9*	*2nd:* -	
Ms. Grace		*Lubbock TX 79401*	*Lubbock TX 79407*	*1st:* -	
		gqgarza@gmail.com			
	N	*(806) 744-1874*	*(806) 784-4328*	*Fax:*	
	Y	*(806) 438-4714 CELL*			
E-mail		*ggarza@firstcare.com*			
DISTRICT 4				*Curr:* 9/1/2013 - 9/1/2015	*N*
Grimes	N	*3522 58th Street*		*2nd:* - 9/1/2011	
Mr. Roy		*Lubbock TX 79413*		*1st:* 9/1/2013 -	
	N	*grimesresidence@yahoo.com*			
	N	*(806) 799-2106*		*Fax:*	
	N	*(806) 392-5437 CELL*			
E-mail					
DISTRICT 1			*Harris DWI/Youth Education*	*Curr:* 10/13/2011 - 9/1/2013	*Y*
Harris	Y	*7924 Vicksburg*	*5147 69th St, Ste D*	*2nd:* -	
Mr. Eddie		*Lubbock TX 79424*	*Lubbock TX 79424*	*1st:* -	
	N				
	Y	*(806) 368-8374*	*(806) 559-9464*	*Fax:* *(806) 747-6031*	
	N	*CELL*			
E-mail		*eddiekharris@gmail.com*			
DISTRICT 6				*Curr:* 9/1/2012 - 9/1/2014	*N*
Horkey	N	*4809 19th Street #9*		*2nd:* -	
Ms. Ann		*Lubbock TX 79407*		*1st:* 9/8/2011 - 9/1/2012	
	N	*arippel@suddenlink.net*			
	N	*(806) 799-1001*		*Fax:*	
	N	*(806) 789-3821 CELL*			
E-mail					
DISTRICT 4			*Public Affairs*	*Curr:* 9/1/2012 - 9/1/2014	*Y*
Johnson	N	*3508 107th Street*	*1500 Broadway, Ste. 100*	*2nd:* -	
Mrs. Norma		*Lubbock TX 79423*	*Lubbock TX 79401*	*1st:* -	
	N				
	N	*(806) 445-0646*	*(806) 761-7000*	*Fax:* *(806) 761-7013*	
	Y	*CELL*			
E-mail		*norma.johnson@lubbockbiz.or*			

Chair/Pres:	Indu Bilimoria	**Staff Liaison:**	Thomas Harris III
Vice Chair/V.P.:	Eddie Harris	**Term:**	2 Years
Sec./Treasurer:	N/A	**Ex-Officio Mbr.:**	N/A

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

Last Update: 8/28/2013

Committee #53 Appointments Advisory Board

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

	Confidential?	Home	Business		Reappt Elig.
DISTRICT 3			***Retired***	***Curr:*** 9/1/2013 - 9/1/2015	***Y***
Keller	N	***2515 55th Street***		***2nd:*** -	
Ms. Judith		***Lubbock TX 79413***		***1st:*** 10/25/2012 - 9/1/2013	
	N	***judith.p.keller@gmail.com***		***Fax:***	
	N	***(806) 799-5071***			
	Y	***CELL***			
E-mail ***judith.keller@ttuhsc.edu***					
MAYOR			***Caprock Home Health Services***	***Curr:*** 9/1/2013 - 9/1/2015	***N***
Morales	Y	***5817 90th Street***	***8806 University***	***2nd:*** 9/1/2011 - 9/1/2013	
Mr. Carlos		***Lubbock TX 79424***	***Lubbock TX 79423***	***1st:*** 6/23/2011 - 9/1/2011	
	Y				
	Y	***(806) 239-6048***	***(806) 791-0077***	***Fax:*** ***(806) 748-7857***	
	Y	***CELL***			
E-mail ***cmorales@chhsi.com***					
DISTRICT 3			***American Cancer Society***	***Curr:*** 9/27/2012 - 9/1/2014	***Y***
Patrick	Y	***1611 Bryan Ave***	***3513 10th St***	***2nd:*** -	
Mr. Keith		***Wolffort TX 79382***	***Lubbock TX 79415***	***1st:*** -	
	N				
	N	***(806) 239-6628***	***(806) 745-0773***	***Fax:*** ***(806) 744-2251***	
	N	***CELL***			
E-mail ***keith.patrick@cancer.org***					
MAYOR			***Hugo Reed & Assoc.***	***Curr:*** 9/1/2013 - 9/1/2015	***Y***
Seideman		***5809 94th Street***	***1601 Avenue N***	***2nd:*** -	
Mr. Jake		***Lubbock TX 79424***	***Lubbock TX 79401***	***1st:*** -	
		jake.seideman@gmail.com			
		(806) 771-5780	***(806) 763-5642***	***Fax:*** ***(806) 763-3891***	
		CELL			
E-mail ***jseideman@hugoreed.com***					
DISTRICT 5			***Southwest Bank***	***Curr:*** 9/1/2013 - 9/1/2015	***N***
Stephens	Y	***6015 89th Street***	***10115 Quaker Avenue***	***2nd:*** -	
Mr. Jonathan		***Lubbock TX 79424***	***Lubbock TX 79424***	***1st:*** 9/1/2011 - 9/1/2013	
	N				
	Y	***(806) 783-8611***	***(806) 771-9494***	***Fax:*** ***(806) 771-7494***	
	Y	***(806) 252-8606*** ***CELL***			
E-mail ***jon.stephens@southwbank.co***					

Chair/Pres:	Indu Bilimoria	**Staff Liaison:**	Thomas Harris III
Vice Chair/V.P.:	Eddie Harris	**Term:**	2 Years
Sec./Treasurer:	N/A	**Ex-Officio Mbr.:**	N/A

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

Last Update: 8/28/2013

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	73.4%	88.9% (8)
Hispanic	32.6%	27.6%	10.1%	0.0% (0)
African-American	8.7%	7.4%	10.1%	11.1% (1)
Other	3.7%	4.0%	6.3%	0.0% (0)
GENDER				
Male	48.5%	47.0%	75.3%	88.9% (8)
Female	51.5%	53.0%	24.7%	11.1% (1)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.1%	11.1% (1)
District 2	16.4%	12.7%	4.1%	0.0% (0)
District 3	16.3%	16.1%	13.3%	11.1% (1)
District 4	17.0%	17.0%	20.6%	11.1% (1)
District 5	16.7%	19.4%	27.5%	33.3% (3)
District 6	17.2%	19.9%	19.3%	33.3% (3)
Other/Unknown	0.0%	0.0%	5.1%	0.0% (0)

PURPOSE:

Promotes social welfare of the City through retaining and expanding jobs and businesses, attracting new industry and businesses, promoting long-term employment opportunities, and promoting and developing industrial and manufacturing enterprises, and promoting the common good and general welfare of the people of the City.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Eubank, Les (M,A,5)	100%	Y	Reappoint
Sharbutt, David (M,A,5)	88%	Y	Reappoint

APPOINTMENT ADVISORY BOARD RECOMMENDATIONS:

To reappoint Les Eubank and David Sharbutt

City of Lubbock
Board and Commision Recruiting Database
Updated: 8/24/2013

Sorted: By Preference

Key: **CS - Presently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Lubbock Economic Development Alliance, Inc

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
0605		Boyd	Rick	M	A	S	40-49	Banker	First United Bank	4
0906		Brown-Mey	Casey	M	A		40-49	Sales Manager	All Star Auto Glass	4
1202		Conn	Jef	M	A		18-29	Commercial Realtor	Coldwell Banker	5
1205		Cude	Bobby	M	A		40-49	IT Manager	CTSI	5
0905		Galbraith	Zach	M	A		30-39	Insurance	Shamburger Agency	6
0910		Hail	Brian	M	A		30-39	Insurance Agent	Brian Hail State Farm	3
0803		Hester	Steve	M	A	S	50-59	Forms Manufacturing	Caprock Business Form	5
0910		Hill	June	F	A		40-49	State Farm Agent	June Hill State Farm	6
1301		Isom	Travis	M	A		18-29	Student Assistant	Tao Real Estate	3
0802		Kitten	Randy	M	A	S	40-49	Banker	City Bank	5
0611		Lee	Hong	M	O		60+	Retired Professor	Retired Professor-TTU	5
1103		Noonan	Bill	M	A		40-49	Architect	Parkhill, Smith, and Coo	4
0912		Porcaro	Richard	M	A		40-49	Management	Great Plains Distributors	0
0906		Weil	Kelley	F	A		30-39	Senior Vice President, Hu	Plains Capital Bank	5
Second Preference:										
1306		Bean	Zachary	M	A		18-29	Physician Practice Adminis	Arthritis & Osteoporosis	5
1005		Davidson	Lea	F	A		50-59	Coordinator Special Events	Texas Tech University	3
0605		Davis	Edwin	M	A		50-59	Civil Engineer	Parkhill, Smith & Cooper	5
0910		McCord	Janine	F	A		30-39	Research Associate	TTU - Education Dean	5
0614		Metcalf	Kurt	M	A		50-59	General Manager	Overton Hotel	5
1011		Nash	Bennie	M	AA		60+	Retired	Inner Circle - Human Se	3
1206		Seideman	Jake	M	A		30-39		Hugo Reed & Assoc.	5
1002		Tidwell	Joseph	M	A		18-29	Project Manager	Tao Development Group	3
1301		Whitlock	Mandy	F	H		30-39	Director of Sales	Embassy Suites	2
Third Preference:										
1011		Burch	Douglas	M	A		40-49	Owner	Venture Communication	5
1208		Chavez	Naomi	F	H		18-29	Intern	South Plains Associatio	2
1210		Helm	Judy	F	A		40-49	Banker	American Bank of Com	0
1302		Hill	Stephanie	F	AA		50-59	Office Manager	Lubbock Medical	2
1003		Mitchell	Bret	M	A		40-49	Self Employed	Queso's	4
1301		Parr	Charles	M	A		40-49	Banker	American National Bank	2
1011		Watts	Ian	M	A		18-29	Co-Owner/Program Directo	The Door	4
1210		Winter	Kyle	M	A		30-39	Attorney	McClesky, Harriger, Bra	4
Fourth Preference:										
1212		Conwright	James	M	AA		18-29	Loan Officer	Vista Bank	6
0601		Jackson	Brooke	F	A	S	30-39	Banker/Commercial Lende	American Bank of Com	4
1007		Looten	Sarah	F	A		18-29	Intake/Marketing Coordinat	Lubbock MHMR	4
1206		Randolph	Brandale	M	AA		30-39	Executive Director	Project: Poverty	5
1303		Smith	Peter	M	A		30-39	Banker	Happy State Bank	5
Fifth Preference:										
1202		Autrey	Brandon	M	A		30-39	Civil Engineer / Business	AMD Engineering	0
1207		Dial	Reggie	M	AA		30-39	Community Education	Women's Protective Ser	5
Sixth Preference:										
1206		Coke	Christopher	M	A	C	40-49	Sr. Vice President	American State Bank	3
1210		Hankson	Charles	M	AA		60+	Retired Pastor	Goulds Pump	0
1007		Hudgens	Dickie	M	A		60+	Retired CPA		3
0905		Marberry	William	M	A		18-29	Realtor	Coldwell Banker	3

City of Lubbock
Board and Commision Recruiting Database
Updated: 8/24/2013

Sorted: By Preference

Key: **CS - Presently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Lubbock Economic Development Alliance, Inc

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
0703		Wells	Ben	M	A		18-29	Banker	City Bank	5

Committee #104 Lubbock Economic Development Alliance, Inc — *Perm./Temp. Board:* **P**

		Confidential?	Home	Business		Reappt Elig.
Collins	**Tim**	Y	*311 York Avenue*	*Collins Tile LLP.*	*Curr:* 12/17/2012 - 10/1/2015	*Y*
Mr. Timothy			*Lubbock Tx 79416*	*4715 Clovis Highway*	*2nd:* -	
		Y	*timcollins@collinstile.com*	*Lubbock TX 79416*	*1st:* -	
		Y	*(806) 793-4576*	*(806) 747-7738*	*Fax:* *(806) 747-1982*	
		Y	*CELL*			
E-mail	*timcollins@collinstile.com*					
Davis		Y	*5111 Itasca Street*	*Small Business Administration*	*Curr:* 5/23/2013 - 10/1/2015	*Y*
Mr. Calvin			*Lubbock TX 79414*	*1205 Texas Avenue*	*2nd:* -	
		Y		*Lubbock Tx 79401*	*1st:* -	
		Y	*(806) 744-8138*	*(806) 472-7462*	*Fax:* *(806) 472-7489*	
		N	*CELL*			
E-mail	*calvin.davis@sba.gov*					
Eubank		Y	*4615 102nd Street*	*PlainsCapital Bank*	*Curr:* 10/28/2010 - 10/1/2013	*Y*
Mr. Les			*Lubbock TX 79424*	*5010 University Avenue*	*2nd:* -	
		Y		*Lubbock TX 79423*	*1st:* -	
		Y	*(806) 794-4918*	*(806) 791-7253*	*Fax:*	
		Y	*CELL*			
E-mail	*leubank@plainscapital.com*					
Gilbreath	**Jr.**	N	*4603 5th Street*	*Gilbreath Property Co.*	*Curr:* 10/1/2012 - 10/1/2015	*Y*
Mr. James			*Lubbock TX 79416*	*624 27th Street*	*2nd:* -	
		Y	*jogjr@sbcglobal.net*	*Lubbock TX 79416*	*1st:* -	
		N	*(806) 787-6051*	*(806) 749-2511*	*Fax:*	
		Y	*CELL*			
E-mail	*jogjr@sbcglobal.net*					
Henry		Y	*3302 43rd Street*	*2579 S. Loop 289, #250*	*Curr:* 10/1/2012 - 10/1/2015	*Y*
Ms. Sandy			*Lubbock TX 79413*	*Lubbock TX 79423*	*2nd:* -	
		Y			*1st:* 10/1/2009 - 10/1/2012	
		Y	*(806) 799-2042*	*(806) 748-1040*	*Fax:*	
		Y	*(806) 438-0105* *CELL*			
E-mail						

Chair/Pres:	Mike McDougal	**Staff Liaison:**	Quincy White
Vice Chair/V.P.:	David Sharbutt	**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	

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

Last Update: 8/27/2013

Committee #104 Lubbock Economic Development Alliance, Inc

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

	Confidential?	Home	Business		Reappt Elig.
McDougal			*McDougal Properties*	*Curr:* 10/28/2010 - 10/1/2013	*Y*
Mr. Mike	Y	*2400 Glenna Goodacre Bl*	*7008 Salem Ave*	*2nd:* 10/1/2007 - 10/1/2010	
		Lubbock TX 79401	*Lubbock TX 79424*	*1st:* 6/9/2006 - 10/1/2007	
	N				
	Y	*(806) 798-7774*	*(806) 797-3162*	*Fax:* *(806) 797-5731*	
	Y	*CELL*			
E-mail		*mikem@mcdougal.com*			
Nail			*Rawls College of Business*	*Curr:* 1/10/2013 - 10/1/2014	*Y*
Mr. Lance	Y	*4614 103rd Street*	*PO Box 42101*	*2nd:* -	
		Lubbock TX 79424	*Lubbock TX*	*1st:* -	
	Y	*lance.a.nail@gmail.com*			
	Y	*(806) 368-5453*	*(806) 834-1300*	*Fax:* *(806) 742-1572*	
	Y	*CELL*			
E-mail		*lance.nail@ttu.edu*			
Peters			*Craftsman Printers*	*Curr:* 5/23/2013 - 10/1/2015	*Y*
Mr. Lance	Y	*3802 103rd Street*	*535 32nd Street*	*2nd:* -	
		Lubbock TX 79423	*Lubbock TX 79404*	*1st:* -	
	Y				
	Y		*(806) 744-4455*	*Fax:* *(806) 765-0860*	
	Y	*(806) 789-8948* *CELL*			
E-mail					
Sharbutt			*1600 Broadway*	*Curr:* 10/1/2010 - 10/1/2013	*Y*
Mr. David	Y	*4621 91st Street*	*4412 74th Street B100*	*2nd:* -	
		Lubbock TX 79424	*Lubbock TX 79424*	*1st:* 4/1/2009 - 10/1/2010	
	Y			*Fax:*	
	Y	*(806) 783-0133*			
	Y	*(806) 438-7707* *CELL*			
E-mail		*dsharbutt@zona.net*			

Chair/Pres:	Mike McDougal	**Staff Liaison:**	Quincy White
Vice Chair/V.P.:	David Sharbutt	**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	

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

Last Update: 8/27/2013

MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	73.4%	100.0% (8)
Hispanic	32.6%	27.6%	10.1%	0.0% (0)
African-American	8.7%	7.4%	10.1%	0.0% (0)
Other	3.7%	4.0%	6.3%	0.0% (0)
GENDER				
Male	48.5%	47.0%	75.3%	87.5% (7)
Female	51.5%	53.0%	24.7%	12.5% (1)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.1%	25.0% (2)
District 2	16.4%	12.7%	4.1%	0.0% (0)
District 3	16.3%	16.1%	13.3%	25.0% (2)
District 4	17.0%	17.0%	20.6%	0.0% (0)
District 5	16.7%	19.4%	27.5%	25.0% (2)
District 6	17.2%	19.9%	19.3%	12.5% (1)
Other/Unknown	0.0%	0.0%	5.1%	12.5% (1)

PURPOSE:

Creating, managing, operating and supervising programs and activities for the purpose of promoting, assisting and enhancing economic development within and around the city of Lubbock.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Eubank, Les (M,A,5)	100%	Y	Reappoint
Sharbutt, David (M,A,5)	88%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint Les Eubank and David Sharbutt

City of Lubbock
Board and Commision Recruiting Database
Updated: 8/24/2013

Sorted: By Preference

Key: **CS - Presently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Market Lubbock Economic Development Corporation

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
0509		Garcia	Thomas	M	H	C	30-39	Parole Officer	TDCJ - Parole Division	3
1210		Helm	Judy	F	A		40-49	Banker	American Bank of Com	0
0905		Marberry	William	M	A		18-29	Realtor	Coldwell Banker	3
0910		McCord	Janine	F	A		30-39	Research Associate	TTU - Education Dean	5
1206		Wagner	Catherine	F	A		60+	Retired		5
Second Preference:										
0906		Brown-Mey	Casey	M	A		40-49	Sales Manager	All Star Auto Glass	4
1205		Cude	Bobby	M	A		40-49	IT Manager	CTSI	5
0905		Galbraith	Zach	M	A		30-39	Insurance	Shamburger Agency	6
1307		Gutierrez	Ysidro	M	H		60+	Retired	Retired	1
0910		Hill	June	F	A		40-49	State Farm Agent	June Hill State Farm	6
0602		Hill	Russell	M	A	C	30-39	Web Designer	Lubbock AJ	3
0707		Lunsford	Douglas	M	A			Marketing and Media	Lancer Productions	5
1103		Noonan	Bill	M	A		40-49	Architect	Parkhill, Smith, and Coo	4
0912		Porcaro	Richard	M	A		40-49	Management	Great Plains Distributors	0
0906		Weil	Kelley	F	A		30-39	Senior Vice President, Hu	Plains Capital Bank	5
Third Preference:										
0501		Bounds	Jack	M	A	C	60+	Investments	Jack Bounds Investment	2
1012		Jackson	Mike	M	A		30-39	Commercial Banker	American State Bank	5
0614		Metcalf	Kurt	M	A		50-59	General Manager	Overton Hotel	5
1301		Whitlock	Mandy	F	H		30-39	Director of Sales	Embassy Suites	2
Fourth Preference:										
1011		Burch	Douglas	M	A		40-49	Owner	Venture Communication	5
1003		Mitchell	Bret	M	A		40-49	Self Employed	Queso's	4
1210		Winter	Kyle	M	A		30-39	Attorney	McClesky, Harriger, Bra	4
Fifth Preference:										
0905		Bloodworth	David	M	A	C	50-59	Commercial Real Estate	Coldwell Banker Comme	4
1303		Smith	Peter	M	A		30-39	Banker	Happy State Bank	5
0612		Walz	Donna	F	A		50-59	Retired	Retired	5
Sixth Preference:										
1206		Randolph	Brandale	M	AA		30-39	Executive Director	Project: Poverty	5

Committee #68 Market Lubbock Economic Development Corporation — *Perm./Temp. Board:* **P**

	Confidential?	Home	Business		Reappt Elig.
Collins			*Collins Tile LLP*	*Curr:* 12/17/2012 - 10/1/2015	*Y*
Mr. Timothy	Y	*311 York Avenue*	*4715 Clovis Hwy*	*2nd:* -	
		Lubbock TX 79416	*Lubbock TX 79416*	*1st:* -	
	Y	*timcollins@collinstile.com*	*(806) 747-7738*	*Fax:* *(806) 747-1982*	
	Y	*(806) 793-4576*			
	Y	*CELL*			
E-mail	*timcollins@collinstile.com*				
Eubank			*PlainsCapital Bank*	*Curr:* 10/28/2010 - 10/1/2013	*Y*
Mr. Les	Y	*4615 102nd Street*	*5010 University Avenue*	*2nd:* -	
		Lubbock TX 79424	*Lubbock TX 79423*	*1st:* -	
	Y		*(806) 791-7253*	*Fax:*	
	Y	*(806) 794-4918*			
	Y	*CELL*			
E-mail	*leubank@plainscapital.com*				
Gilbreath Jr.			*Gilbreath Property Co.*	*Curr:* 10/1/2012 - 10/1/2015	*Y*
Mr. James	N	*4603 5th Street*	*624 27th Street*	*2nd:* -	
		Lubbock TX 79416	*Lubbock TX 79416*	*1st:* -	
	Y	*jogjr@sbcglobal.net*	*(806) 749-2511*	*Fax:*	
	N	*(806) 787-6051*			
	Y	*CELL*			
E-mail	*jogjr@sbclgobal.net*				
Henry				*Curr:* 10/1/2011 - 10/1/2014	*Y*
Mrs. Sandy	Y	*3302 43rd Street*		*2nd:* -	
		Lubbock TX 79413		*1st:* 10/1/2009 - 10/1/2011	
	Y			*Fax:*	
	Y	*(806) 799-2042*			
	Y	*CELL*			
E-mail					
McDougal			*McDougal Properties*	*Curr:* 10/1/2011 - 10/1/2014	*Y*
Mr. Mike	Y	*2400 Glenna Goodacre Bl*	*7008 Salem Ave*	*2nd:* 10/1/2009 - 10/1/2011	
		Lubbock TX 79401	*Lubbock TX 79424*	*1st:* 10/1/2007 - 10/1/2009	
	N		*(806) 797-3162*	*Fax:* *(806) 797-5731*	
	Y	*(806) 798-7774*			
	Y	*CELL*			
E-mail	*mikem@mcdougal.com*				

Chair/Pres:	Mike McDougal	**Staff Liaison:**	Quincy White
Vice Chair/V.P.:	David Sharbutt	**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	

Legal Entity; no limit to number of reappointments. See Article 9, Articles of Incorporation for qualifications of directors

2010-R0196, Directors serve a term of 3 Years; Mike McDougal's 1st term 06.2006-10.2007, Rob Meyer's 1st term 01.2007-10.01.2007

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

Last Update: 8/24/2013

Committee #68 Market Lubbock Economic Development Corporation — *Perm./Temp. Board:* **P**

	Confidential?	***Home***	***Business***		*Reappt Elig.*
			Arbor Inn	*Curr:* 10/1/2011 - 10/1/2014	***Y***
Meyer	Y	***8603 CR 6920***		*2nd:* 10/1/2009 - 10/1/2011	
Mr. Rob		***Lubbock TX 79407***	***Lubbock TX***	*1st:* 10/1/2007 - 10/1/2009	
	Y				
	Y	***(806) 928-5258***	***(806) 722-2726***	*Fax:*	
	Y	***(806) 928-5258 CELL***			
E-mail		***rob@arborinnandsuites.com***			
			Rawls College of Business	*Curr:* 1/10/2013 - 10/1/2014	***Y***
Nail	Y	***4614 103rd Street***	***PO Box 42101***	*2nd:* -	
Mr. Lance		***Lubbock TX 79424***	***Lubbock TX***	*1st:* -	
	Y	***lance.a.nail@gmail.com***			
	Y	***(806) 368-5453***	***(806) 834-1300***	*Fax:* ***(806) 742-1572***	
	Y	***CELL***			
E-mail		***lance.nail@ttu.edu***			
			1600 Broadway	*Curr:* 10/1/2010 - 10/1/2013	***Y***
Sharbutt	Y	***4621 91st Street***	***4412 74th Street B100***	*2nd:* -	
Mr. David		***Lubbock TX 79424***	***Lubbock TX 79424***	*1st:* 4/1/2009 - 10/1/2010	
	Y				
	Y	***(806) 783-0133***		*Fax:*	
	Y	***(806) 438-7707 CELL***			
E-mail		***dsharbutt@zona.net***			

Chair/Pres:	Mike McDougal	**Staff Liaison:**	Quincy White
Vice Chair/V.P.:	David Sharbutt	**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	

Legal Entity; no limit to number of reappointments. See Article 9, Articles of Incorporation for qualifications of directors

2010-R0196, Directors serve a term of 3 Years; Mike McDougal's 1st term 06.2006-10.2007, Rob Meyer's 1st term 01.2007-10.01.2007

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

Last Update: 8/24/2013

Model Codes & Construction Advisory Board

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	73.4%	100.0% (12)
Hispanic	32.6%	27.6%	10.1%	0.0% (0)
African-American	8.7%	7.4%	10.1%	0.0% (0)
Other	3.7%	4.0%	6.3%	0.0% (0)
GENDER				
Male	48.5%	47.0%	75.3%	100.0% (12)
Female	51.5%	53.0%	24.7%	0.0% (0)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.1%	8.3% (1)
District 2	16.4%	12.7%	4.1%	0.0% (0)
District 3	16.3%	16.1%	13.3%	0.0% (0)
District 4	17.0%	17.0%	20.6%	42.0% (5)
District 5	16.7%	19.4%	27.5%	25.0% (3)
District 6	17.2%	19.9%	19.3%	25.0% (3)
Other/Unknown	0.0%	0.0%	5.1%	0.0% (0)

PURPOSE:

Reviews the technical provisions of the national model codes proposed by City staff for adoption or amendment, and to forward its recommendations to the City Council for final consideration and action.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Carpentrer, Chris (M,A,4)	Master Plumber	N/A	N/A	Replace
Hill, Jeremy (M,A,4)	Comm. Gen. Contractor	67%*	Y	Reappoint
Maloy, Bill (M,A,4)	LAA Member	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Chris Carpenter, Master Plumber:

Ricky Sanders (M,A,0) Hub City Plumbing

To reappoint Jeremy Hill

To replace Bill Maloy, Lubbock Apartment Association Member:

Casey Dowell (Application Pending)

* MCCAB has met 3 times over the most recent 12 months. Mr. Hill has attend 2/3 meetings.

City of Lubbock
Board and Commision Recruiting Database
Updated: 8/24/2013

Sorted: By Preference

Key: **CS - Presently serving on board(s)**
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Model Codes & Construction Advisory Board

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1202		Autrey	Brandon	M	A		30-39	Civil Engineer / Business	AMD Engineering	0
0609		Brown	Barry	M	A		40-49	Electrical Contractor	Acme Electric	4
0609		Fetterly	Lyle	M	A		40-49	Director of Facilities	Lubbock County	5
0609		Harvey	Larry	M	A		40-49	Architect	Chapman Harvey Archit	4
0608		Jones	Roy	M	A		30-39	Commerical Sales Manage	Armstrong Mechanical	3
0609		McKamie	Kenny	M	A		40-49	Electrical Contractor	ServCo Electric	0
0608		Presson	Paul	M	A			Architect	Parkhill, Smith & Cooper	5
0610		Saffell	Ted	M	A		50-59	Sec-Treasurer	Module Truck Systems	6
0609		Sanders	Ricky	M	A		18-29	Master Plumber	Hub City Plumbing & Me	0
1005		Smith	David	M	A		30-39	Construction Director	Lee Lewis Construction	5
1205		Stephenson	Pat	M	A		50-59	HVAC Service Manager	Bruce Thornton Air Con	4
0609		Walraven	Mark	M	A		30-39	Electrical Contractor	Walraven Electric, Inc	5
0609		Wegman	Drew	M	A			Community Development	Betenbough Homes	5
0610		Wilkerson	David	M	A		40-49	Real Estate Developer	Wilkerson Properties	5
0608		Winn	Brian	M	A			Electrician	Larcon Electric	0
Second Preference:										
1002		Jones	Tommy	M	A		50-59	Sales	Firetrol Protection Syste	3
0612		Whittenbur	Hank	M	A		40-49	Plumber	Whittenburg Plumbing	4
Third Preference:										
1103		Noonan	Bill	M	A		40-49	Architect	Parkhill, Smith, and Coo	4
Fourth Preference:										
Fifth Preference:										
Sixth Preference:										

Committee #114 Model Codes & Construction Advisory Board

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

	Confidential?	Home	Business		Reappt Elig.
MEP			*Agnew Assoc, Inc*	*Curr:* 10/1/2011 - 10/1/2014	*N*
Agnew	Y	*807 Justice*	*3223 S. Loop 289, #320*	*2nd:* -	
Mr. Nathan		*Lubbock TX 79416*	*Lubbock TX 79423*	*1st:* 10/1/2008 - 10/1/2011	
	Y	*(806) 780-8638*	*(806) 799-0753*	*Fax:*	
		CELL			
E-mail					
MASTER PLUMBER			*Armstrong Mechanical Co*	*Curr:* 10/1/2010 - 10/1/2013	*N*
Carpenter	N	*3907 75th Pl*	*710 E. 40th St*	*2nd:* -	
Mr. Chris		*Lubbock TX 79423*	*Lubbock TX 79404*	*1st:* 10/13/2006 - 10/1/2010	
	Y				
	N	*(806) 799-7608*	*(806) 747-4218*	*Fax:* *(806) 763-4328*	
	Y	*CELL*			
E-mail					
REAL ESTATE DEVELOPER			*Craft Development*	*Curr:* 10/1/2011 - 10/1/2014	*N*
Craft	N	*5608 Norfolk*	*4225 85th St*	*2nd:* -	
Mr. Truett		*Lubbock TX 79413*	*Lubbock TX 79423*	*1st:* 10/1/2008 - 10/1/2011	
	N	*(806) 796-7001*	*(806) 794-6800*	*Fax:* *(806) 798-9630*	
		(806) 438-6848 *CELL*			
E-mail					
WTHBA			*Larry Driskill Construction*	*Curr:* 10/1/2012 - 10/1/2015	*Y*
Driskill		*6301 CR 7410*	*6301 CR 7410*	*2nd:* -	
Mr. Larry		*Lubbock TX 79424*	*Lubbock TX 79424*	*1st:* -	
		(806) 698-0207	*(806) 698-0214*	*Fax:* *(806) 698-0235*	
		(806) 789-2340 *CELL*			
E-mail *larry@driskillhomes.com*					
MASTER ELECTRICIAN			*Hall Electric*	*Curr:* 11/29/2012 - 10/1/2014	*Y*
Hall		*2306 57th Street*	*8206 Ave D*	*2nd:* -	
Mr. Jarrod		*Lubbock TX 79412*	*Lubbock TX 79404*	*1st:* -	
		jarrodhd67@yahoo.com			
		(806) 791-0387	*(806) 745-1872*	*Fax:* *(806) 745-1872*	
		(806) 281-3047 *CELL*			
E-mail *jarrodhd67@yahoo.com*					

Chair/Pres:	Cyril Reasoner	**Staff Liaison:**	Steve O'Neal
Vice Chair/V.P.:	Bill Maloy	**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	Chief Building Official / Fire Marshall

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Committee #114 Model Codes & Construction Advisory Board

Perm./Temp. Board:

	Confidential?	Home	Business		Reappt Elig.
COMMERCIAL GENERAL CONTRACTOR			*HASCO Commercial*	*Curr:* 10/1/2010 - 10/1/2013	*Y*
Hill		*10510 Elkridge*	*4612 71st Street*	*2nd:* -	
Mr. Jeremy		*Lubbock TX 79424*	*Lubbock TX 79424*	*1st:* 5/27/2010 - 10/1/2010	
		(806) 241-9306	*(806) 785-1110*	*Fax:* *(806) 797-8541*	
		CELL			
E-mail *jhill9125@gmail.com*					
LAA MEMBER			*Sentry Property Management, I*	*Curr:* 12/2/2010 - 10/1/2013	*N*
Maloy	Y	*PO Box 2279*	*8008 Slide Rd #16*	*2nd:* -	
Mr. Bill		*Lubbock TX 79408*	*Lubbock TX 79424*	*1st:* 10/13/2006 - 10/1/2010	
	Y				
	Y	*(806) 799-3060*	*(806) 762-8775*	*Fax:* *(806) 762-0849*	
	Y	*CELL*			
E-mail *billsentry@nts-online.net*					
ARCHITECT			*JDMA, Architects*	*Curr:* 10/1/2011 - 10/1/2014	*N*
McKay	Y	*5115 2nd St, #12*	*1402 Ave N*	*2nd:* 10/1/2008 - 10/1/2011	
Mr. Joe		*Lubbock TX 79416*	*Lubbock TX 79401*	*1st:* 10/13/2006 - 10/1/2008	
	Y				
	Y	*(806) 795-2620*	*(806) 744-4490*	*Fax:* *(806) 744-4494*	
	N	*(806) 535-3711* *CELL*			
E-mail *jmckay@nts-online.net*					
OWNER, INDUSTRIAL FACILITY			*Oberkampf Supply*	*Curr:* 10/1/2012 - 10/1/2015	*N*
Reasoner	N	*4806 16th St*	*4023 Clovis Rd*	*2nd:* 10/1/2009 - 10/1/2012	
Mr. Cyril		*Lubbock TX 79416*	*Lubbock TX 79415*	*1st:* 10/13/2006 - 10/1/2009	
	Y				
	N	*(806) 795-7059*	*(806) 747-4481*	*Fax:* *(806) 747-2213*	
	Y	*CELL*			
E-mail					
BLDG FACILITIES MGR			*Lubbock ISD*	*Curr:* 10/1/2012 - 10/1/2015	*N*
Robertson Jr.	N	*4913 76th Street*	*1628 19th Street*	*2nd:* -	
Dr. Berhl		*Lubbock TX 79424*	*Lubbock TX 79401*	*1st:* 10/8/2009 - 10/1/2012	
	N				
	Y		*(806) 766-1092*	*Fax:* *(806) 766-1262*	
	N	*CELL*			
E-mail *brobertson@lubbockisd.org*					

Chair/Pres:	Cyril Reasoner	**Staff Liaison:**	Steve O'Neal
Vice Chair/V.P.:	Bill Maloy	**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	Chief Building Official / Fire Marshall

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Committee #114 Model Codes & Construction Advisory Board

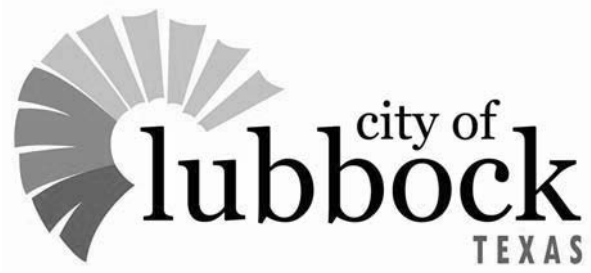
Perm./Temp. Board: **P**

	Confidential?	***Home***	***Business***		***Reappt Elig.***
HVAC CONTRACTOR W/ CLASS A LIC			***Comfort Masters***	***Curr:*** 10/1/2012 - 10/1/2015	***Y***
Stephens		***7422 93rd St***	***1101 E. 58th St***	***2nd:*** -	
Mr. Scott		***Lubbock TX 79424***	***Lubbock TX 79404***	***1st:*** -	
		(806) 855-6288	***(806) 749-1000***	***Fax:*** ***(806) 749-1002***	
		CELL			
E-mail					
PROFESSIONAL ENGINEER			***RTR Engineers, Inc***	***Curr:*** 10/1/2012 - 10/1/2015	***Y***
Thoma, Jr.		***8506 Saratoga Ave***	***2574 74th St, Ste 202***	***2nd:*** -	
Mr. Rusty		***Lubbock TX 79424***	***Lubbock TX 79423***	***1st:*** -	
		(806) 794-2263	***(806) 745-4881***	***Fax:*** ***(806) 745-9688***	
		CELL			
E-mail					

Chair/Pres:	Cyril Reasoner	**Staff Liaison:**	Steve O'Neal
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Last Update: 8/24/2013


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.