

City of Lubbock, Texas
Regular City Council Meeting
Thursday, February 13, 2014

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
Latrell Joy, Councilwoman, District 6



James Loomis, City Manager
Mitch Satterwhite, Interim 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. - 1.6.3.

6:15 p.m. -- City Council reconvenes in open session to consider items 2. - 8.

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. Discuss the City's options related to the Statement of Intent to increase rates submitted to the City by Atmos Energy Corporation on or about October 18, 2013, including matters related to options for resolution of that submittal and matters related to pending litigation involving Atmos Energy Corporation's prior Statement of Intent submitted to the City on or about February 7, 2012 and related matters.
1. 1. 2. Hotel occupancy tax audit deficiency collections.
1. 1. 3. Delinquent franchise fees of NTS.
1. 1. 4. Procurement of electric generation, RFP No: 7132-13-EUA, including but not limited to the investigation conducted by The Ashcroft Law Firm, LLC, dated January 21, 2014, regarding activities in connection therewith, and the application of relevant bidding or procurement law.
1. 1. 5. Discuss the opinion of the Court of Appeals, Seventh District of Texas at Amarillo, No. 07-12-00438-CV, styled Republic Power Partners, L.P. V. The City of Lubbock on appeal from the 237th District Court Lubbock County, Texas Trial Court No. 2012-501,169.
1. 1. 6. Discuss the opinion of the Court of Appeals Seventh District of Texas at Amarillo No. 07-12-00374-CV styled West Texas Municipal Power Agency V. Republic Power Partners, L.P. on appeal from the 237th District Court Lubbock County, Texas Trial Court No. 2012-501,169.

1. 2. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.076 to discuss the deployment of security personnel or devices or a security audit.
1. 2. 1. Security at City Facilities.
1. 3. 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. 3. 1. Godeke Library.
1. 4. 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. 4. 1. City Attorney
1. 4. 2. City Manager
1. 4. 3. City Secretary
1. 4. 4. City Treasurer
1. 5. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074(a), to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Attorney, or to hear a complaint or charge against the City Attorney.
1. 6. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.086, on the following competitive matters (Electric Utilities):
 1. 6. 1. to discuss, vote, and take final action on customer billing and electric power pricing
 1. 6. 2. to discuss, deliberate, and take action on plans, studies, proposals, and analyses for system improvements and risk management information and related strategies (Procurement of electric generation, RFP No: 7132-13-EUA).
 1. 6. 3. to discuss, deliberate and take action on bidding and pricing information for purchased power, generation and fuel, purchased power agreements, and related services and strategies (Procurement of electric generation, RFP No: 7132-13-EUA).
2. **Proclamations and Presentations**
 2. 1. Invocation by Pastor Dale Bostic, Faith Tabernacle Church
 2. 2. Pledges of Allegiance
 2. 3. Presentation of Honorary Citizenship to Korean educators visiting Lubbock.
 2. 4. Presentation of a special recognition honoring National LULAC Week, February 16 - 22, 2014.

2. 5. **Board Recognitions:**

Libraries Board

Ed Veal

Model Codes & Construction Advisory Board

Gary Mitchel

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

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

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

REFER TO SUPPLEMENTAL AGENDA: CITIZEN COMMENT.

4. **Minutes**

4. 1. January 9, 2014 Regular City Council Meeting
January 10, 2014 Special City Council Meeting (North Slide Ribbon Cutting)
January 14, 2014 Special City Council Meeting (State of the City)
January 16, 2014 Special City Council Meeting (Personnel Matters)
January 21, 2014 Special City Council Meeting (Right-of-Way)

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 2014-00016 Amendment 9 amending the FY 2013-14 Budget for municipal purposes respecting the Grant Fund to amend funds from the Federal Transit Administration (FTA) for the Section 5307 Grant, the Section 5316 Grant, the Section 5317 Grant, and the Section 5310 Grant; and to accept and appropriate funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG); providing for filing; and providing for a savings clause.

5. 1. 1. **Resolution - Transit Services:** Consider a resolution authorizing the City of Lubbock's Director of Budget to execute Amendment 01 of the FY 2012-13 Federal Transit Administration Section 5307 Grant to provide operating assistance, preventative maintenance, ADA paratransit and planning assistance.

5. 1. 2. **Resolution - Transit Services:** Consider a resolution authorizing the City of Lubbock's Director of Budget to execute a FY 2012-13 Federal Transit Administration (FTA) Section 5310 Grant (TX-16-X011-00) to help provide planning for mass transportation, which is designed and implemented to meet the special needs of the elderly and individuals with disabilities.

5. 1. 3. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute contract 11730 and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG) to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.
5. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 10 amending the FY 2013-14 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Lubbock Emergency Communication District (LECD) for the Public Safety Answering Points (PSAP) Grant, transfer funds from the General Fund to the Grant Fund for matching funds, and reduce the Police Department Operating Budget accordingly; and accept and appropriate funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP); respecting the Municipal Court Special Revenue Fund; and respecting the General Fund to appropriate additional funding and increase the Mahon Library Operating Budget; providing for filing; and providing for a savings clause.
5. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 11 amending the FY 2013-14 Budget for municipal purposes respecting the General Fund to amend classifications and positions within the Police Department; providing for filing; and providing for a savings clause.
5. 4. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2014-O0011 abandoning and closing a portion of a 20-foot underground utility, drainage and garbage service easement located in Lots 347 through Lots 352 of Quincy Park Addition, Lubbock County, Texas, easement located at 9202 Turner Avenue.
5. 5. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2014-O0012 abandoning and closing a portion of a street right-of-way located at 37th Street and Quincy Avenue in Milwaukee Ridge Addition.
5. 6. **Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing a drainage easement located in Lot 12, Lubbock Business Park, north of Lubbock Business Park Blvd and east of North Elm Avenue.
5. 7. **Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute contract 11746, an Agreement for Professional Services with Parkhill, Smith & Cooper (PSC), Inc. for construction phase services on the 34th Street paving improvement project from Quaker Avenue to Indiana Avenue.
5. 8. **Resolution - Public Works Wastewater:** Consider a resolution authorizing the Mayor to execute Amendment 5 to contract 8773 with Terracon Consultants, Inc., for professional engineering and geosciences services for groundwater monitoring and remediation at the Land Application Sites.
5. 9. **Resolution - Purchasing and Contract Management:** Consider a resolution authorizing the Mayor to execute contract 11702 with Berryhill Sewer Services, Inc. for chemical toilet rentals for various departments, ITB 14-11702-TF.

5. 10. **Resolution - Health Services:** Consider a resolution authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock a Community Partnership contract 11731 with South Plains Community Action Association (SPCAA) Head Start and Early Head Start program to encourage participation in the various head start activities provided by the SPCAA.
5. 11. **Resolution - Fleet Services:** Consider two resolutions authorizing the Mayor to execute contract 11689 with Loftin Equipment Company and contract 116891 with Stewart & Stevenson for maintenance and repair of fixed generators, RFP 14-11689-MA.
5. 12. **Resolution - Solid Waste:** Consider a resolution authorizing the Mayor to execute contract 11673 with Net Connection, LLC, for the installation of litter fence and additional netting panels at the West Texas Region Disposal Facility - Phase 5, ITB 14-11673-TS.
5. 13. **Resolution - Airport:** Consider a resolution authorizing the Mayor to execute contract 11691 with Horizon Glass for the airport terminal glass removal and replacement services, ITB 14-11691-TS.
5. 14. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute contract 11763 with Mythics, Inc. for software licenses for Oracle Database and Oracle Enterprise One applications.
5. 15. **Resolution – Police:** Consider a resolution authorizing the Mayor to execute purchase order contract 10010762 with GT Distributors for the exchange of used firearms for new firearms and the purchase of new holsters.
5. 16. **Ordinance 2nd Reading - City Secretary:** Consider Ordinance 2014-O0017 ordering the 2014 Regular Municipal Election of the City of Lubbock to be held May 10, 2014.
5. 17. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2014-O0013 for Zone Case 3016-B, a request of Burl Masters, for SWLLD, for a zoning change from T and R-1 to GO, R-2 Specific Use, and R-1 Specific Use on 98.3 acres of unplatted land out of Block AK, Section 22, south of 98th Street, west of Quincy Avenue, and east of Upland Avenue.
5. 18. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2014-O0014 for Zone Case 3221, a request of Verizon Wireless for a zoning change from IHC to IHC Specific Use for a telecommunications tower on .02 acres, on a portion of the north 124 feet of Lot 8, Lot 9, and the strip of Block O, Section 2, Overton Addition, 2217 Marsha Sharp Freeway.
5. 19. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2014-O0015 for Zone Case 3145-D, a request of Chris Evans, for Reagor Dykes Auto Group, for a zoning change from CB-2 to CB-2 Design Historic for a landmark designation on the Myrick-Green Building, Lots 6 through 10, Block 133, Original Town Addition, 1215 and 1219 Avenue J.
6. **Regular Agenda**
 6. 1. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute a Community Development funding contract 11729 and all related documents with Catholic Charities Diocese of Lubbock to provide assistance to families to transition them out of poverty through the Community Service Block Grant (CSBG) for the Parent Empowerment Program.

6. 2. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute purchase order contract 31018056 with Sam Pack's Five Star Ford for five light duty pickups for the Lubbock Police and Fire Departments.
6. 3. **Resolution - Library:** Consider a resolution authorizing the Mayor to execute a lease agreement between the City of Lubbock and Luskey Brothers Investments for real property located at 5034 Frankford Avenue for the Godeke Library.
6. 4. Consider and take action regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Attorney, including but not limited to placing the City Attorney on unpaid administrative leave.
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. Discuss the proposed amendments and revisions to the City Council Rules and Procedures to provide direction to staff.
8. **Open Citizen Comment**

**CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
January 9, 2014
3:00 P. M.**

The City Council of the City of Lubbock, Texas met in regular session on the 9th of January, 2014, 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 Victor Hernandez; Council Member Latrelle Joy; Council Member Todd R. Klein; Council Member Floyd Price; City Manager James Loomis; City Secretary Rebecca Garza; City Attorney Sam Medina

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

- *Executive Session; 2.1-2.3; Citizen Comments 3.11 (Sign-ups); Citizen Comments 3.1-3.10; 4.1; 6.1-6.7; 7.1-7.2; 5.1-5.12; 5.15-5.16; 5.13-5.14; and 6.8-6.9.*
- *Items 5.17-5.18 were deleted.*

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. Preliminary Hotel Occupancy tax audit deficiency collections.
 1. 2. 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. 2. 1. City Attorney
 1. 2. 2. City Manager
 1. 2. 3. City Secretary
 1. 2. 4. City Treasurer

2. Proclamations and Presentations

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

Senior Pastor Mike Martindale, The Heights Fellowship Church, 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. **Board Recognitions:**

Canadian River Municipal Water Authority:
James Conkwright

Electric Utility Board:
Charlie Dunn (unable to attend)

Keep Lubbock Beautiful Advisory Committee:
Lisa Low (unable to attend)

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. Donna Walz will appear before the City Council to discuss the new public comment procedures.

Donna Walz appeared before City Council to speak against citizen comments not being aired on the City news channel.

3. 2. Burley Owen will appear before the City Council to discuss the new public comment procedures.

Burley Owen appeared before City Council to speak against citizen comments not being aired on the City news channel.

3. 3. Mikel Ward will appear before the City Council to discuss censorship, as well as various general comments pertaining to agenda items.

Mikel Ward appeared before City Council to speak against citizen comments not being aired on the City news channel.

3. 4. Deanne Clark will appear before the City Council to discuss not filming citizen comments and other current issues.

Deanne Clark appeared before City Council to speak against citizen comments not being aired on the City news channel.

3. 5. Armando Gonzales will appear before the City Council to discuss LP&L and censorship.

Armando Gonzales appeared before the City Council to speak in opposition of reinstating the \$30 payment plan arrangement for LP&L bills and to speak against citizen comments not being aired on the City news channel.

3. 6. Naida Gonzales will appear before the City Council to discuss censorship..

Naida Gonzales appeared before City Council to speak against citizen comments not being aired on the City news channel.

3. 7. Liz Padgett will appear before City Council to discuss censorship.

Liz Padgett appeared before City Council to speak against citizen comments not being aired on the City news channel.

3. 8. Leo Padgett will appear before the City Council to discuss censorship.

Leo Padgett appeared before City Council to speak against citizen comments not being aired on the City news channel.

3. 9. Dora Cortez will appear before the City Council to discuss censorship.

Dora Cortez appeared before City Council to speak against citizen comments not being aired on the City news channel.

3. 10. Ysidro Gutierrez will appear before City Council to discuss item 6.3.

Mr. Gutierrez did not appear.

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

- Debbie Bartholomew appeared before City Council to discuss issues with the Lubbock County Grand Jury and District Attorney's Office, the Lubbock Police Department, and to speak against citizen comments not being aired on the City news channel.
- Carol Meek appeared before City Council to speak about radiation caused by cell phone towers being placed near or on fire stations.
- Bill Curnow, Christy Martinez-Garcia, Lana Moore, Josh Randolph, and Roger Settler appeared before City Council to speak about citizen comments not being aired on the City news channel.
- Judy Sandlin appeared before City Council to discuss issues with LP&L billing and redevelopment in north Lubbock and downtown Lubbock.

4. December 10, 2013 Special City Council Meeting (Santa Land)
December 12, 2013 Regular City Council Meeting

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to approve the December 10, 2013 Special City Council Meeting (Santa Land) minutes; and the December 12, 2013 Regular City Council Meeting.

Vote: 7 - 0 Motion carried

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

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein to approve items 5.1-5.12; and 5.15-5.16.

Vote: 7 - 0 Motion carried

5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2013-O0121, Amendment 7, amending the adopted FY 2013-14 Budget respecting the grant fund to accept and appropriate additional funding from the Texas Department of Transportation (TxDOT) for the Section 5311(f) Grant; providing for filing; and providing for a savings clause.
5. 1. 1. **Resolution - Transit Services:** Resolution No. 2014-R0001 authorizing the Mayor to execute a FY 2012-13 Section 5311(f) Grant amendment 51305F7152, with the Texas Department of Transportation (TxDOT).
5. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2014-O0008, Amendment 8, amending the adopted FY 2013-14 Budget respecting the grant fund to accept and appropriate funding from the Texas Department of Transportation (TxDOT) for the Selective Traffic Enforcement Program - Impaired Driving Mobilization (STEP-IDM) Grant; and respecting the capital program to establish Capital Improvement Project 8589, North Quaker/Erskine/North Loop 289; providing for filing; and providing for a savings clause.
5. 3. **Resolution - Finance :** Resolution No. 2014-R0002 approving the revised City of Lubbock Investment Policy and Investment Strategy, as reviewed and recommended by the Audit and Investment Committee.
5. 4. **Resolution - Finance:** Resolution No. 2014-R0003 approving the bylaws of Quincy Park Public Improvement District (PID) Advisory Board.
5. 5. **Ordinance 1st Reading - Public Works Traffic Engineering :** Ordinance No. 2014-O0009 amending Section 20.05.103 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of school zones.
5. 6. **Contract Resolution - Public Works Engineering:** Resolution No. 2014-R0004 authorizing the Mayor to execute contract 11684 with Allen Butler Construction, Inc. for the construction of Mac Davis Lane from Avenue V to Avenue T and Avenue U from Mac Davis Lane to 7th Street, ITB 14-11684-TF.
5. 7. **Contract Resolution – Water Utilities :** Resolution No. 2014-R0005 authorizing the Mayor to execute contract 11629 with N.G. Painting, L.P. for the exterior and interior coating rehabilitation of the ground storage tank at the Southeast Water Reclamation Plant, and the exterior coating rehabilitation of the backwash tank at the North Water Treatment Plant, RFP 14-11629-MA.
5. 8. **Contract Resolution: Water Treatment:** Resolution No. 2014-R0006 authorizing the Mayor to execute contract 11674 with DPC Industries, Inc. for liquid chlorine, ITB 14-11674-TS.
5. 9. **Ordinance 2nd Reading – Right-of-Way :** Ordinance No. 2013-O0122 abandoning and closing a 30-foot temporary garbage service easement and underground utility easement located in Section 27, Block AK, Lubbock County, Texas.

5. 10. **Ordinance 2nd Reading – Right-of-Way** : Ordinance No. 2013-00123 abandoning and closing underground utility easements and public access easement located in Section 23, Block E-2, Lubbock County, Texas.
5. 11. **Resolution - Right-of-Way** : Resolution No. 2014-R0007 authorizing the City Council to accept on behalf of the City a Street and Public Use Dedication Deed from Guadalupe Economic Service Corporation regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Dedication Deed being out of Block E, Section 7.
5. 12. **Resolution - Right-of-Way** : Resolution No. 2014-R0008 authorizing the City Council to accept on behalf of the City a Street and Public Use Dedication Deed from Diana Trevino Lopez and Manuel Lopez regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Dedication Deed being out of Block E, Section 7.
5. 13. **Resolution - Civic and Cultural:** Resolution No. 2014-R0011 approving the recommendation from the Cultural Arts Grant Review Committee and the Civic Lubbock, Inc. Board of Directors for the second of two granting periods for the 2013 Cultural Arts Grant Program using Hotel Occupancy Tax funds allocated for FY 2012-13.

Stephanie Massengale, Civic Lubbock, Inc. Board of Directors member, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Resolution No. 2014-R0011.

Vote: 6 - 0 Motion carried

Other: Council Member Todd R. Klein (RECUSE)

5. 14. **Contract Resolution - Fleet Services:** Resolution No.'s 2014-R0012, 2014-R0013, and 2014-R0014 authorizing the Mayor to execute purchase order contract 31017810 with Sam Pack's Five Star Ford, purchase order contract 31017809 with Randall Reed's Prestige Ford, and purchase order contract 31017808 with Forman's Pickup Pals, Inc. for the purchase of Group 4 Light Duty Trucks, ITB 14-11652-DT.

Scott Snider, Assistant City Manager, gave comments and answered questions from Council.

Motion by Council Member Floyd Price, seconded by Council Member Jim Gerlt to approve items 2014-R0012, 2014-R0013, and 2014-R0014 with the following amendment:

- correcting the following items on the Bid Tabulation Sheet:
 - Item 10: The Unit Cost for Sam Pack's Five Star Ford should read 47,000 and extended to 94,000
 - Item 14: The Unit Cost for Sam Pack's Five Star Ford should read: 26,227 and extended to 26,227
 - Item 25: The Unit Cost for Formans Pick Up Pals, Inc. should read: 15,950 and extended to 15,950

Vote: 7 - 0 Motion carried

5. 15. **Contract Resolution - Fleet** : Resolution No. 2014-R0009 authorizing the Mayor to execute purchase order contract 31017804 with Defender Supply, LLC for the purchase of police patrol storage vaults, ITB 14-11672-DT.

5. 16. **Resolution - Transit Services:** Resolution No. 2014-R0010 authorizing the Mayor to execute contract 51405F7058 with the Texas Department of Transportation (TxDOT) for operating assistance under the FY 2013-14 Section 5307 grant.
5. 17. **Resolution - Transit Services:** Consider a resolution authorizing the City of Lubbock's Director of Fiscal Policy to execute Amendment 01 of the FY 2013-14 Federal Transit Administration Section 5307 Grant, to provide operating assistance, preventative maintenance, ADA paratransit and planning assistance.

This item was deleted.

5. 18. **Resolution - Transit Services:** Consider a resolution authorizing the City of Lubbock's Director of Fiscal Policy to execute a FY 2013-14 Federal Transit Administration Section 5310 Grant (TX-16-X011-00), to help provide mass transportation service planning, designed, and carried out to meet the special needs of elderly individuals and individuals with disabilities.

This item was deleted.

6. Regular Agenda

6. 1. **Public Hearing 6:30 p.m. – Planning :** Ordinance No. 2014-O0001, Zone Case 3089-C, a request of CLCL Development for a zoning change from AM to R-1 Specific Use for townhomes on 7.497 acres of unplatted land out of Block AK, Section 21, 10202 Frankford Avenue, and consider an ordinance.

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

Mayor Robertson opened the public hearing at 7:54 p.m.

Truett Craft appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Robertson closed the public hearing at 7:56 p.m.

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to approve Ordinance No. 2014-O0001 with an amendment to condition No. 2 stating the following:

- "That a 6' wall/fence be constructed of a masonry base and columns with wood inserts on the west property line, adjacent to Fulton Avenue."

Vote: 7 - 0 Motion carried

6. 2. **Public Hearing 6:30 p.m. – Planning :** Ordinance No. 2014-O0002, Zone Case 1147-C, a request of Superior Asphalt Manufacturing, for Phil Huval, for a zoning change from M-1 to M-2 Specific Use for an asphalt paving manufacturing plant on 9.3 acres of unplatted land out of Block A, Section 77, 420 East Lehigh Street, and consider an ordinance.

Mayor Robertson opened the public hearing at 8:01 p.m.

Phil Huval appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Robertson closed the public hearing at 8:02 p.m.

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to approve Ordinance No. 2014-O0002.

Vote: 7 - 0 Motion carried

- 6. 3. Public Hearing 6:30 p.m. – Planning :** Ordinance No. 2014-O0003, Zone Case 2508-M, a request of Tigris Development, LLC and Cliff Watt, for Norton Baker and Elmore Family Trusts, for a zoning change from C-3 to A-2 on 5.05 acres of unplatted land out of Block E-2, Section 20, north of 114th Street and west of University Avenue, and consider an ordinance.

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

Mayor Robertson opened the public hearing at 8:03 p.m.

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

No one appeared to speak in opposition.

Mayor Robertson closed the public hearing at 8:03 p.m.

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to approve Ordinance No. 2014-O0003.

Vote: 7 - 0 Motion carried

- 6. 4. Public Hearing 6:30 p.m. – Planning :** Ordinance No. 2014-O0004 for Zone Case 3018-C, a request of McCanton Woods for a zoning change from C-2 Specific Use and A-3 Specific Use to IHC for a hotel on Tract 5B 2 & 3, Overton Park Addition, 2311 Mac Davis Lane, and consider an ordinance.

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

Marc McDougal, with McCanton Woods, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Robertson closed the public hearing at 8:06 p.m.

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to approve Ordinance No. 2014-O0004.

Vote: 7 - 0 Motion carried

- 6. 5. Public Hearing 6:30 p.m. – Planning :** Ordinance No. 2014-O0005 for Zone Case 2995-Q, a request of Rodney Warren, for SPSM Ltd., for a zoning change from C-2 to C-4 Limited to a restaurant (drive in/through only) and all other unconditionally permitted C-2 uses on 2.645 acres of unplatted land out of Block AK, Section 29, 7601 Milwaukee Avenue, and consider an ordinance.

Mayor Robertson opened the public hearing at 8:08 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 8:08 p.m.

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2014-O0005.

Vote: 7 - 0 Motion carried

- 6. 6. Public Hearing 6:30 p.m. – Planning :** Ordinance No. 2014-O0006 for Zone Case 3218, a request of West Texas Engineering, LLC, for American Turbine Pump Co., for a zoning change from T to M-1 on 21.58 acres of unplatted land out of Block A, Section 13 Tracts B4, B6, B6B & B14, 4229 Adrian Street, and consider an ordinance.

Mayor Robertson opened the public hearing at 8:09 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 8:09 p.m.

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to approve Ordinance No. 2014-O0006.

Vote: 7 - 0 Motion carried

- 6. 7. Public Hearing 6:30 p.m. – Planning :** Ordinance No. 2014-O0007 for Zone Case 3199-B, a request of Marianne Moseley, PE, for Stephen Pitts, for a zoning change from C-3 and T to C-3 Specific Use on 24.815 acres of unplatted land out of Block E-2, Section 22, southeast corner of Quaker Avenue and 114th Street, and consider an ordinance.

Dan Milner, Vice President of Kimley-Horn and Associates; and Kelly Duhr, Director of Public Affairs with Walmart-Texas, gave comments and answered questions from Council.

Mayor Robertson opened the public hearing at 8:09 p.m.

Marguerite Bourn appeared to speak in opposition.

Dan Milner, Vice President of Kimley-Horn and Associates; and Jack Kastman, with the Orchard Park Homeowners Association appeared to speak in favor.

Mayor Robertson closed the public hearing at 8:17 p.m.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Ordinance No. 2014-O0007.

Vote: 7 - 0 Motion carried

- 6. 8. Resolution - Finance:** Resolution No. 2014-R0015 authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock the Central Business District Tax Increment Financing Reinvestment Zone (CBD TIF) Annual Report for October 1, 2012 through September 30, 2013, which will be distributed to the chief executive officer of each taxing unit levying taxes within the CBD Tax Increment Financing Reinvestment Zone, and to the Comptroller of the State of Texas.

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve Resolution No. 2014-R0015.

Vote: 7 - 0 Motion carried

6. 9. **Resolution - Finance:** Resolution No. 2014-R0016 authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock the Lubbock Business Park Tax Increment Financing Reinvestment Zone (LBP TIF) Annual Report for October 1, 2012 through September 30, 2013, which will be distributed to the chief executive officer of each taxing unit levying taxes within the LBP Tax Increment Financing Reinvestment Zone, and to the Comptroller of the State of Texas.

Motion by Council Member Jim Gerlt, seconded by Council Member Todd R. Klein to approve Resolution No. 2014-R0016.

Vote: 7 - 0 Motion carried

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 Dr. David Vroonland on State of Frenship I.S.D.

Dr. David Vroonland gave a presentation on the State of Frenship I.S.D. and answered questions from City Council.

7. 2. Presentation by Bob Bourne with SRF Consultants and Bourne Transit Consulting for the preliminary Fixed Route Study for Citibus.

Bob Bourne, with SRF Consultants and Bourne Transit Consulting, gave a presentation for the preliminary Fixed Route Study for Citibus and answered questions from City Council.

10:05 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
January 10, 2014
10:00 A. M.**

The City Council of the City of Lubbock, Texas met in special session on the 10th of January, 2014, the Intersection of North Slide Road and Marshall Street, Lubbock, Texas at 10:00 a. m.

10:05 A.M. CITY COUNCIL CONVENED

Intersection of North Slide Road and Marshall Street, Lubbock, Texas

Present: Council Member Jim Gerlt; Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Todd R. Klein; Council Member Floyd Price; City Manager James Loomis; City Secretary Rebecca Garza; City Attorney Sam Medina

Absent: Mayor Glen C. Robertson; Mayor Pro Tem Karen Gibson

1. Regular Agenda

1. 1. Introduction

Doug Eichorst, Lubbock District Engineer - TxDOT, gave an introduction of the project.

1. 2. Welcome and Recognition of City Officials

Latrelle Joy, District 6 Council Member, welcomed those in attendance and recognized City Officials and city staff that were involved in the project.

1. 3. Comments

Latrelle Joy, District 6 Council Member; and Delbert McDougal, with McDougal Companies, gave comments on the North Slide project.

1. 4. Ribbon Cutting Ceremony

The Lubbock Chamber of Commerce Ambassadors initiated the ribbon cutting.

10:20 A.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
SPECIAL CITY COUNCIL MEETING
January 14, 2014
11:30 A. M.**

The City Council of the City of Lubbock, Texas met in special session on the 14th of January, 2014, at the Lubbock Memorial Civic Center, Morris W. "Moe" Turner Banquet Hall, 1501 Mac Davis Lane, Lubbock, Texas at 11:30 a.m.

12:10 P.M. CITY COUNCIL CONVENED

**Lubbock Memorial Civic Center, Morris W. "Moe" Turner Banquet Hall,
1501 Mac Davis Lane, 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 Manager James Loomis; City Secretary Rebecca Garza; Assistant City Attorney Mitch Satterwhite

1. Regular Agenda

- 1. 1. State of the City Address** - concerning Lubbock economy, agriculture, employment, core services, including but not limited to water, wastewater, development and redevelopment, public safety, streets and transportation, community services, infrastructure, parks and recreation, and other modes of delivery of governmental services.

Lisa McDonald, President of the Lubbock Apartment Association, gave welcome remarks and recognized City Officials, staff, sponsors, and representatives of Project Helping Hand.

The Lubbock County Sheriff Color Guard presented the Colors.

Mayor Pro Tem Karen Gibson led the Pledge of Allegiance.

Bishop Placido Rodriguez led the invocation.

Mayor Glen C. Robertson gave a presentation on the State of the City, concerning Lubbock's economics and demographics, water supply, storm water, electricity, transportation, infrastructure and facilities, downtown development, future priorities, and growth.

1:26 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
SPECIAL CITY COUNCIL MEETING
January 16, 2014
3:00 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 16th of January, 2014, in City Council Chambers, 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 Victor Hernandez; Council Member Latrelle Joy; Council Member Floyd Price; City Manager James Loomis; City Secretary Rebecca Garza; Assistant City Attorney Mitch Satterwhite

Absent: Council Member Todd R. Klein

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

- *Executive Session; and 2.1*

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 4:45 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. Consider the application of the Texas Public Information Act to the personnel evaluations of City Manager, City Attorney, and City Secretary.
1. 2. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074 (a), to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Attorney; or to hear a complaint or charge against the City Attorney.

2. Regular Agenda

2. 1. Consider and take action regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Attorney, including but not limited to placing the City Attorney on administrative leave.

Council Member Latrelle Joy was unanimously excused from the dais before discussion.

Motion by Council Member Victor Hernandez, seconded by Council Member Jim Gerlt, to "place the City Attorney, Sam Medina, on temporary paid administrative leave from his employment with the City of Lubbock, effective January 13, 2014; with the proviso, however, that beginning on the first regular

meeting of the City Council in February 2014, an item shall be placed on the agenda of every regularly scheduled meeting of the City Council to consider further action on the matter as may be needed. The administrative leave, in my opinion, should be effectuated by the City Manager in a manner and fashion consistent with practices and policies applicable to all City of Lubbock employees."

Vote: 4 - 1 Motion carried

NAY: Mayor Pro Tem Karen Gibson

Other: Council Member Latrelle Joy (EXCUSED)

Motion by Council Member Jim Gerlt, seconded by Council Member Victor Hernandez, to appoint Mitch Satterwhite as Interim City Attorney.

Vote: 7 - 0 Motion carried

4:49 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
January 21, 2014
10:00 A. M.**

The City Council of the City of Lubbock, Texas met in special session on the 21st of January, 2014, in City Council Chambers, 1625 13th Street, Lubbock, Texas at 10:00 a.m.

**10:00 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 Floyd Price; City Manager James Loomis; City Secretary Rebecca Garza; Interim City Attorney Mitch Satterwhite

Absent: Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Todd R. Klein

1. 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.

1. 1. Ordinance 1st Reading - Right-of-Way: Ordinance No. 2013-O0010 abandoning and closing a 10-foot underground utility easement located in Lot 7, Lewis Estates Addition, Lubbock County, Texas, easement located at 5231 21st Street.

Motion by Council Member Jim Gerlt, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2013-O0010.

Vote: 4 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)
Council Member Latrelle Joy (ABSENT)
Council Member Todd R. Klein (ABSENT)

10:02 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





Regular City Council Meeting

5. 1.

Meeting Date: 02/13/2014

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance 2014-O0016 Amendment 9 amending the FY 2013-14 Budget for municipal purposes respecting the Grant Fund to amend funds from the Federal Transit Administration (FTA) for the Section 5307 Grant, the Section 5316 Grant, the Section 5317 Grant, and the Section 5310 Grant; and to accept and appropriate funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG); providing for filing; and providing for a savings clause.

Item Summary

On January 23, 2014, the City Council approved the first reading of the ordinance.

- I. Accept and appropriate an additional \$65,264 from the FTA for the FY 2012-13 Section 5307 Grant, for a total grant appropriation of \$3,065,264; and appropriate an additional \$142,613 in local match, for a total local match of \$1,619,897.
- II. Reduce appropriation from the FTA by \$175,000 and reduce the local match of \$175,000 for the FY 2012-13 Section 5316 Grant, and close the grant. The Section 5316 Grant was rolled into the Section 5307 Grant during FY 2012-13. This results in a net decrease in the amount of grant funding.
- III. Accept and appropriate an additional \$126,776 from the FTA for the FY 2012-13 Section 5310 Grant, for a total grant appropriation of \$201,776; and appropriate an additional \$40,694 in local match, for a total match of \$59,444.
- IV. Reduce appropriation from the FTA by \$75,000, and reduce the local match of \$46,875 for the FY 2012-13 Section 5317 grant, and close the grant. The Section 5317 Grant was rolled into the Section 5310 Grant during FY 2012-13. This results in a net increase in the amount of grant funding.
- V. Accept and appropriate \$100,437 from the TDHCA for the CSBG.

Fiscal Impact

As stated above.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Budget Amendment 9

Budget Detail Sheet - Citibus Section 5307 Federal Grant

Budget Detail Sheet - Citibus Section 5310 Grant

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO AMEND FUNDS FROM THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR THE SECTION 5307 GRANT, THE SECTION 5316 GRANT, THE SECTION 5317 GRANT, AND THE SECTION 5310 GRANT; AND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) FOR THE COMMUNITY SERVICES BLOCK GRANT (CSBG); PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2013-14 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2013-14 (Budget Amendment #9) for municipal purposes, as follows:

- I. Accept and appropriate an additional \$65,264 from the FTA for the FY 2012-13 Section 5307 Grant, for a total grant appropriation of \$3,065,264; and appropriate an additional \$142,613 in local match, for a total local match of \$1,619,897.
- II. Reduce appropriation from the FTA by \$175,000, and reduce the local match of \$175,000 for the FY 2012-13 Section 5316 Grant, and close the grant.
- III. Accept and appropriate an additional \$126,776 from the FTA for the FY 2012-13 Section 5310 Grant, for a total grant appropriation of \$201,776; and appropriate an additional \$40,694 in local match, for a total match of \$59,444.
- IV. Reduce appropriation from the FTA by \$75,000, and reduce the local match of \$46,875 for the FY 2012-13 Section 5317 Grant, and close the grant.
- V. Accept and appropriate \$100,437 from the TDHCA for the CSBG.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.


Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1314.Amend9.ord
January 14, 2014

City of Lubbock, TX
Grant Award
Existing Grant - Budget Detail
January 23, 2014

Administrative Information

City Assigned Grant Number:	88030
Grant Name:	<u>Section 5307 Federal Grant</u>
Grant Effective Date:	<u>October 1, 2012</u>
Grant Provider/Agency:	<u>Federal Transit Administration</u>
Original Appropriation Date:	<u>September 13, 2012</u>
Original Appropriation- Budget Ordinance No.:	<u>2012-O0100</u>
Grant Award Amount:	<u>\$ 3,065,264</u>
City Match Amount:	<u>\$ 1,619,897</u>

Budget Information:	Original Budget Amount	Amendment Amount	Total Grant Amount
Grant Detail			
Salaries	\$ 2,525,363	207,877	2,733,240
Benefits	849,428	-	849,428
Maintenance	742,516	-	742,516
Other Charges	16,226	-	16,226
Capital Outlay	343,751	-	343,751
Total	<u>\$ 4,477,284</u>	<u>207,877</u>	<u>4,685,161</u>

**City of Lubbock, TX
Grant Award
Existing Grant - Budget Detail
January 23, 2014**

Administrative Information

City Assigned Grant Number:	88029
Grant Name:	Section 5310 Federal Grant
Grant Effective Date:	October 1, 2012
Grant Provider/Agency:	Federal Transit Administration
Original Appropriation Date:	September 13, 2012
Original Appropriation-Budget Ordinance No.:	2012-00100
Grant Award Amount:	\$ 201,776
City Match Amount:	59,444

Budget Information	Original Budget Amount	Amendment Amount	Total Grant Amount
Grant Detail			
Preventive Maintenance-City Match	\$ 18,750	40,694	\$ 59,444
Preventive Maintenance-Grant Award	75,000	126,776	201,776
Total	\$ 93,750	167,470	\$ 261,220

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
January 23, 2014

Administrative Information:

Grant Number: _____
Grant Name: Community Services Block Grant
Grant Effective Date: 1/1/2014-12/31/2014
Grant Provider/Agency: Texas Department of Housing and Community Affairs

Personnel Information:

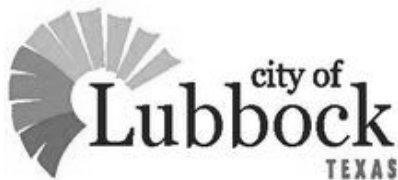
of full-time positions funded w/grant 5

Title of Position	Annual Salary	Annual Benefits	Grant	Other Grant
Program Specialist	\$ 41,036	21,015	9,196	52,855
Account Analyst	69,806	28,807	3,060	95,553
Receptionist	24,120	16,426	5,070	35,476
CD Interim Director	90,088	34,323	1,555	122,856
Contract Coordinator	56,729	25,270	10,257	71,742
Total	\$ 281,779	125,841	29,138	378,482

Budget Information:

Grant Appropriation Detail

	Cost
Full-time Salaries	\$ 19,477
Benefits	9,661
Travel	467
Supplies	2,244
Other	1,714
Indirect Cost	3,116
Contractual	
Catholic Family Services-SSP	55,967
Lutheran Social Servcies CEAP Ops	7,791
Total Appropriation	\$ 100,437



Regular City Council Meeting

5. 1. 1.

Meeting Date: 02/13/2014

Information

Agenda Item

Resolution - Transit Services: Consider a resolution authorizing the City of Lubbock's Director of Budget to execute Amendment 01 of the FY 2012-13 Federal Transit Administration Section 5307 Grant to provide operating assistance, preventative maintenance, ADA paratransit and planning assistance.

Item Summary

The Federal Transit Administration allocated an additional \$1,588,980 in FY 2012-13 Section 5307 funds to The City of Lubbock/Citibus. The City of Lubbock/Citibus previously received \$1,476,824 that will be combined with the \$1,588,980 for a total of \$3,065,264 in FY 2012-13 FTA Section 5307 funds.

The Federal Section 5307 Grant is received on an annual basis. The Lubbock Public Transit Advisory Board has approved the FTA Section 5307 grant and it was incorporated into the FY 2013 budget, which was previously approved by the City Council. The funds for this grant will be used for operating assistance, preventative maintenance, non-fixed route ADA paratransit and planning.

Federal Transit Administration regulations require that all grants must be applied for and executed electronically.

Fiscal Impact

The local match required for this grant was included in the FY 2012-13 Citibus budget. The total amount allocated to this grant will be \$1,588,980.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - FTA Grant 5307

FTA Grant Application

RESOLUTION

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

THAT the Director of Fiscal Policy of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 of the FY 2013 Federal Transit Administration Section 5307 Grant to provide operating assistance, preventative maintenance, ADA paratransit and planning assistance, by and between the City of Lubbock and the Federal Transit Administration, 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:



Bill Howerton, Director of Community Development
Citibus Liaison

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Citibus-Amend #1 5307 Grant
December 26, 2013

DOT**FTA**

U.S. Department of Transportation

Federal Transit Administration

Application

Recipient ID:	1993
Recipient Name:	CITY OF LUBBOCK
Project ID:	TX-90-Y014-01
Budget Number:	3 - Budget Pending Approval
Project Information:	FY 13 5307 (Ops/Plan/Cap)

Part 1: Recipient Information

Project Number:	TX-90-Y014-01
Recipient ID:	1993
Recipient Name:	CITY OF LUBBOCK
Address:	P. O. BOX 2000 , LUBBOCK, TX 79408 2000
Telephone:	(806) 712-2001
Facsimile:	(806) 712-2012

Union Information

Recipient ID:	1993
Union Name:	NONE
Address 1:	
Address 2:	
City:	, 00000 0000
Contact Name:	
Telephone:	() -
Facsimile:	() 0-0000
E-mail:	
Website:	

Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$2,712,550
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DOT**FTA**

U.S. Department of Transportation

Federal Transit Administration

Application

Recipient ID:	1993
Recipient Name:	CITY OF LUBBOCK
Project ID:	TX-90-Y014-01
Budget Number:	3 - Budget Pending Approval
Project Information:	FY 13 5307 (Ops/Plan/Cap)

Part 1: Recipient Information

Project Number:	TX-90-Y014-01
Recipient ID:	1993
Recipient Name:	CITY OF LUBBOCK
Address:	P. O. BOX 2000 , LUBBOCK, TX 79408 2000
Telephone:	(806) 712-2001
Facsimile:	(806) 712-2012

Union Information

Recipient ID:	1993
Union Name:	NONE
Address 1:	
Address 2:	
City:	, 00000 0000
Contact Name:	
Telephone:	()-
Facsimile:	() 0-0000
E-mail:	
Website:	

Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$2,712,550
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Project Number:	TX-90-Y014-01	Adjustment Amt:	\$0
Project Description:	FY 13 5307 (Ops/Plan/Cap)	Total Eligible Cost:	\$2,712,550
Recipient Type:	City	Total FTA Amt:	\$1,588,440
FTA Project Mgr:	Lyn Hayes/Linda Kemp 817-978-0569/0563	Total State Amt:	\$0
Recipient Contact:	Chris Mandrell - 806-712-2002	Total Local Amt:	\$1,124,110
New/Amendment:	New	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
Fed Dom Asst. #:	20507	Special Condition:	None Specified
Sec. of Statute:	5307-2A	S.C. Tgt. Date:	None Specified
State Appl. ID:	None Specified	S.C. Eff. Date:	None Specified
Start/End Date:	-	Est. Oblig Date:	None Specified
Recvd. By State:	Dec. 05, 2013	Pre-Award Authority?:	Yes
EO 12372 Rev:	Not Applicable	Fed. Debt Authority?:	No
Review Date:	None Specified	Final Budget?:	No
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan) :	Oct. 16, 2012		
Program Page:	None Specified		
Application Type:	Electronic		
Supp. Agreement?:	No		
Debt. Delinq. Details:			

Urbanized Areas

UZA ID	UZA Name
481350	LUBBOCK, TX

Congressional Districts

State ID	District Code	District Official
48	19	Randy Neugebauer

Project Details

2/10/2013 – These funds will be used to provide preventive maintenance, non-fixed route ADA Para transit, miscellaneous capital, and operating for JARC routes. The funds are from Citibus/City of Lubbock FY 2013 Section 5307 allocation.

Will be applied for later- According the Operating Assistance Special Rule as part of MAP-21, City of

Lubbock/Citibus can use up to 75% of the total apportionment for Operating Assistance. The first apportionment is \$1,476,824 meaning Citibus can apply for up to \$1,107,618

11/22/2013 (Amend 1)- This amendment is reflect the entire FY2013 apportionment. Citibus/City of Lubbock received \$1,588,980 to combine with the original amount of \$1,476,824 for a total of \$3,065,264.

Earmarks

No information found.

Security

Yes – We will expend 1% or more of the 5307 funds in this grant application for security purposes. Please list security-related projects in the project budget and summarize them in the non-add scope code 991.

Part 3: Budget

Project Budget

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Tot. Elig. Cost</u>
<u>SCOPE</u>			
114-20 BUS: SUPPORT EQUIP AND FACILITIES	0	\$234,168.00	\$292,710.00
<u>ACTIVITY</u>			
11.42.20 AMEND 1 - ACQUIRE - MISC SUPPORT EQUIPMENT - Revision 1	0	\$234,168.00	\$292,710.00
<u>SCOPE</u>			
300-90 OPERATING ASSISTANCE	0	\$963,106.00	\$1,926,212.00
<u>ACTIVITY</u>			
30.09.03 AMEND 1 - SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	0	\$963,106.00	\$1,926,212.00
<u>SCOPE</u>			
646-00 JARC PROJECTS	0	\$175,000.00	\$350,000.00
<u>ACTIVITY</u>			
30.09.05 AMEND 1 -JOB ACCESS AND REVERSE COMMUTE OPERATING ASSISTANCE	0	\$175,000.00	\$350,000.00
<u>SCOPE</u>			
442-00 METROPOLITAN PLANNING	0	\$19,946.00	\$24,933.00
<u>ACTIVITY</u>			
44.22.00 GENERAL DEVELOPMENT/COMPREHENSIVE PLANNING - Revision 1	0	\$19,946.00	\$24,933.00

<u>SCOPE</u>			
117-00 OTHER CAPITAL ITEMS (BUS)	0	\$1,673,044.00	\$2,091,306.00
<u>ACTIVITY</u>			
11.7A.00 AMEND 1 - PREVENTIVE MAINTENANCE	0	\$1,366,518.00	\$1,708,148.00
11.7C.00 AMEND 1 - NON FIXED ROUTE ADA PARATRANSIT SERVICE	0	\$306,526.00	\$383,158.00
Estimated Total Eligible Cost:			\$4,685,161.00
Federal Share:			\$3,065,264.00
Local Share:			\$1,619,897.00

OTHER (Scopes and Activities not included in Project Budget Totals)

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Tot. Elig. Cost</u>
<u>SCOPE</u>			
991-00 SECURITY EXPENDITURES	0	\$14,768.00	\$18,460.00
<u>ACTIVITY</u>			
11.42.20 ACQUIRE - MISC SUPPORT EQUIPMENT	0	\$14,768.00	\$18,460.00

SOURCES OF FEDERAL FINANCIAL ASSISTANCE

<u>UZA ID</u>	<u>Accounting Classification</u>	<u>FPC</u>	<u>FY</u>	<u>SEC</u>	<u>Previously Approved</u>	<u>Amendment Amount</u>	<u>Total</u>
481350	2013.25.90.91.2	00	2014	90	\$1,140,423.00	\$0.00	\$1,140,423.00
481350	2013.25.90.91.2	02	2014	90	\$19,946.00	\$0.00	\$19,946.00
481350	2013.25.90.91.2	04	2014	90	\$168,773.00	\$0.00	\$168,773.00
481350	2013.25.90.91.2	08	2014	90	\$147,682.00	\$0.00	\$147,682.00
Total Previously Approved:							\$1,476,824.00
Total Amendment Amount:							\$0.00
Total from all Funding Sources:							\$1,476,824.00

Alternative Fuel Codes

Extended Budget Descriptions

11.42.20	AMEND 1 - ACQUIRE - MISC SUPPORT EQUIPMENT - Revision 1	0	\$234,168.00	\$292,710.00
<p>Purchase miscellaneous support equipment for maintenance and administration facilities. This equipment will include computer replacement and miscellaneous shop equipment.</p> <p>11/26/2013 - Revision 1 - Reduce Planning by \$28,274 and move it to Misc Support Equipment.</p> <p>11/26/2013 - Amend 1 - Add \$155,894 for a total of \$234,168.</p>				
30.09.03	AMEND 1 - SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	0	\$963,106.00	\$1,926,212.00
<p>11/26/2013 - AMEND 1 - General Operating Assistance for FY 2013 which is less than the \$1,107,618 maximum that can be utilized for operating assistance as set forth by the Operating Assistance Special Rule.</p>				
30.09.05	AMEND 1 -JOB ACCESS AND REVERSE COMMUTE OPERATING ASSISTANCE	0	\$175,000.00	\$350,000.00
<p>For the `MAINTENANCE` of Transportation services eligible under the JARC Program.</p> <p>As Route 25, this service began in 2001, as a crosstown route that was anchored at one end by Citibus` Downtown Transfer Plaza and at the other end by the Convergys call center, near 34th Street and West Loop 289. It was modified in 2007 and is now two routes, allowing service to an expanded area.</p> <p>Route 19 (`Wayland Plaza/South Plains Mall`) serves the following educational facilities:</p> <ul style="list-style-type: none"> - Bowie Elementary School - Dupre Elementary School - Wester Elementary School - Lubbock High School - Lubbock Christian University - Texas Tech University <p>Significant areas of employment along Route 19 include:</p> <ul style="list-style-type: none"> - Convergys - Covenant Health System (two locations) - Lubbock Christian University - South Plains Mall - Texas Tech University <p>(Of these, Convergys, Covenant Health System, and Texas Tech University are listed by the Lubbock Economic Development Alliance as major local employers)</p> <p>Additionally, passengers on Route 19 have access to affordable housing, primarily near 32nd Street and Genoa and north of South Plains Mall, medical services at the two locations of Covenant Health System and the related facilities in the medical district, and the Social Security office.</p> <p>Route 34 (`34th Street/South Plains Mall`) serves the following educational facilities:</p> <ul style="list-style-type: none"> - Bean Elementary School - Stewart Elementary School - Williams Elementary School - O.L. Slaton Middle School - Hutchinson Middle School 				

- Wilson Middle School
- Byron Martin Advanced Technology Center
- Coronado High School

Significant areas of employment along Route 34 include:

- The entire 34th Street corridor
- South Plains Mall

Additionally, passengers on Route 34 have access to the LIFE/Run Independent Living Center and the City/County Health Department.

Service Summary

Citibus proposes to use JARC funding to provide fixed route service on these two routes Monday-Saturday, on headways ranging from 30 minutes to one hour; the specific headway time will be designed to coordinate with the remainder of the system.

The History

In the past, planning partners for this service included the Texas Department of Human Services, Women's Protective Services, LMPO, Women's Empowerment Program/Catholic Family Service, Inc. and the Texas Department of Transportation. All of these agencies have been involved with and supportive of Citibus' JARC program since our first program was funded; most of these agencies are currently involved in the local regional coordination efforts.

Beginning in April 2005, Citibus has been the lead agency and has headed the regional transportation coordination efforts for the South Plains region. As part of the formal process of developing a regional plan, the regional group identified unmet needs across the region. One significant unmet need was identified as Citibus operating assistance and the associated remediation strategy was stated as, 'Utilize JARC funds to maximum extent possible to offset loss of Federal operating assistance, while maintaining current route structure.

The proposal, as outlined above, is vital in meeting the unmet need noted in the coordinated public transportation plan.

The Lubbock MPO went through a competitive process and it was awarded to City of Lubbock/Citibus in February 2011.

11/26/2013 - Amend 1 - Add \$6,227 for a total of \$175,000.

44.22.00	GENERAL DEVELOPMENT/COMPREHENSIVE PLANNING - Revision 1	0	\$19,946.00	\$24,933.00
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These funds will be used to provide various planning activities, including maintenance of eligibility, strategic planning, and fixed route planning.

11/26/2013 - Revision 1 - Reduce Planning funds by \$28,274 and move to Misc Support Equipment.

11.7A.00	AMEND 1 - PREVENTIVE MAINTENANCE	0	\$1,366,518.00	\$1,708,148.00
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Preventive maintenance for fleet for FY 2013.

11/26/2013 - AMEND 1 - Add \$304,369 for a total of \$1,366,518

11.7C.00	AMEND 1 - NON FIXED ROUTE ADA PARATRANSIT SERVICE	0	\$306,526.00	\$383,158.00
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Non-fixed route ADA paratransit services.

11/26/2013 - AMEND 1 - Add \$158,844 for a total of \$306,526.

991-00	SECURITY EXPENDITURES	0	\$14,768.00	\$18,460.00
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This will be used to purchase and upgrade the fire alarm system for the administration/maintenance facility. This money will also be used to purchase digital cameras, security cameras for bus parking lot and other miscellaneous capital items used for safety and security.

11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	0	\$14,768.00	\$18,460.00
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This will be used to purchase and upgrade the fire alarm system for the administration/maintenance facility. This money will also be used to purchase digital cameras, security cameras for bus parking lot and other miscellaneous capital items used for safety and security.

Changes since the Prior Budget

FTA Change Amounts

<u>Code</u>	<u>Description</u>	<u>Previous FTA Total</u>	<u>Change in FTA Total</u>	<u>Current FTA Total</u>
114-20	BUS: SUPPORT EQUIP AND FACILITIES	\$78,274	\$155,894	\$234,168
11.42.20	AMEND 1 - ACQUIRE - MISC SUPPORT EQUIPMENT - Revision 1	\$78,274	\$155,894	\$234,168
300-90	OPERATING ASSISTANCE	\$0	\$963,106	\$963,106
30.09.03	AMEND 1 - SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	\$0	\$963,106	\$963,106
646-00	JARC PROJECTS	\$168,773	\$6,227	\$175,000
30.09.05	AMEND 1 -JOB ACCESS AND REVERSE COMMUTE OPERATING ASSISTANCE	\$168,773	\$6,227	\$175,000
442-00	METROPOLITAN PLANNING	\$19,946	\$0	\$19,946
44.22.00	GENERAL DEVELOPMENT/COMPREHENSIVE PLANNING - Revision 1	\$19,946	\$0	\$19,946
117-00	OTHER CAPITAL ITEMS (BUS)	\$1,209,831	\$463,213	\$1,673,044
11.7A.00	AMEND 1 - PREVENTIVE MAINTENANCE	\$1,062,149	\$304,369	\$1,366,518
11.7C.00	AMEND 1 - NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$147,682	\$158,844	\$306,526
991-00	SECURITY EXPENDITURES	\$14,768	\$0	\$14,768
11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	\$14,768	\$0	\$14,768

Eligible Change Amounts

<u>Code</u>	<u>Description</u>	<u>Previous Eligible</u>	<u>Change in Eligible</u>	<u>Current Eligible</u>
114-20	BUS: SUPPORT EQUIP AND FACILITIES	\$97,842	\$194,868	\$292,710
11.42.20	AMEND 1 - ACQUIRE - MISC SUPPORT EQUIPMENT - Revision 1	\$97,842	\$194,868	\$292,710
300-90	OPERATING ASSISTANCE	\$0	\$1,926,212	\$1,926,212
30.09.03	AMEND 1 - SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	\$0	\$1,926,212	\$1,926,212
646-00	JARC PROJECTS	\$337,546	\$12,454	\$350,000
30.09.05	AMEND 1 -JOB ACCESS AND REVERSE COMMUTE OPERATING ASSISTANCE	\$337,546	\$12,454	\$350,000
442-00	METROPOLITAN PLANNING	\$24,933	\$0	\$24,933
44.22.00	GENERAL DEVELOPMENT/COMPREHENSIVE PLANNING - Revision 1	\$24,933	\$0	\$24,933
117-00	OTHER CAPITAL ITEMS (BUS)	\$1,512,290	\$579,016	\$2,091,306
11.7A.00	AMEND 1 - PREVENTIVE MAINTENANCE	\$1,327,687	\$380,461	\$1,708,148
11.7C.00	AMEND 1 - NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$184,603	\$198,555	\$383,158
991-00	SECURITY EXPENDITURES	\$18,460	\$0	\$18,460
11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	\$18,460	\$0	\$18,460

Change in Quantity

<u>Code</u>	<u>Description</u>	<u>Previous Quantity</u>	<u>Change in Quantity</u>	<u>Current Quantity</u>
114-20	BUS: SUPPORT EQUIP AND FACILITIES	0	0	0
11.42.20	AMEND 1 - ACQUIRE - MISC SUPPORT EQUIPMENT - Revision 1	0	0	0
300-90	OPERATING ASSISTANCE	0	0	0
30.09.03	AMEND 1 - SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	0	0	0
646-00	JARC PROJECTS	0	0	0
30.09.05	AMEND 1 -JOB ACCESS AND REVERSE COMMUTE OPERATING ASSISTANCE	0	0	0
442-00	METROPOLITAN PLANNING	0	0	0
	GENERAL			

44.22.00	DEVELOPMENT/COMPREHENSIVE PLANNING - Revision 1	0	0	0
117-00	OTHER CAPITAL ITEMS (BUS)	0	0	0
11.7A.00	AMEND 1 - PREVENTIVE MAINTENANCE	0	0	0
11.7C.00	AMEND 1 - NON FIXED ROUTE ADA PARATRANSIT SERVICE	0	0	0
991-00	SECURITY EXPENDITURES	0	0	0
11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	0	0	0

Change in Amendment Control Totals

Description	Previous Amount	Change in Amount	Current Amount
Gross Project Cost:	\$1,972,611	\$0	\$1,972,611
Adjustment Amount:	\$0	\$0	\$0
Total Eligible Cost:	\$1,972,611	\$0	\$1,972,611
Total FTA Amount:	\$1,476,824	\$0	\$1,476,824
Total State Amount:	\$0	\$0	\$0
Total Local Amount:	\$495,787	\$0	\$495,787
Other Federal Amount:	\$0	\$0	\$0
Special Condition Amount:	\$0	\$0	\$0

Change in Project Control Totals

Description	Previous Amount	Change in Amount	Current Amount
Gross Project Cost:	\$1,972,611	\$0	\$1,972,611
Adjustment Amount:	\$0	\$0	\$0
Total Eligible Cost:	\$1,972,611	\$0	\$1,972,611
Total FTA Amount:	\$0	\$0	\$1,476,824
Total State Amount:	\$0	\$0	\$0
Total Local Amount:	\$495,787	\$0	\$495,787
Other Federal Amount:	\$0	\$0	\$0
Special Condition Amount:	\$0	\$0	\$0

Part 4. Milestones

11.42.20 AMEND 1 - ACQUIRE - MISC SUPPORT EQUIPMENT - Revision 1 0 \$234,168 \$292,710

	Milestone Description	Est. Comp. Date
1.	Contract Award	Mar. 15, 2013

2.	RFP/IFB Issued	May. 01, 2013
3.	Contract Complete	Sep. 30, 2013

30.09.05 AMEND 1 -JOB ACCESS AND REVERSE COMMUTE OPERATING ASSISTANCE 0 \$175,000 \$350,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Final Expenditure	Dec. 31, 2013

44.22.00 GENERAL DEVELOPMENT/COMPREHENSIVE PLANNING - Revision 1 0 \$19,946 \$24,933

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Final Expenditure	Jan. 31, 2014
	Citibus plans to complete all planning expenditures by 1/11/2013.	

11.7A.00 AMEND 1 - PREVENTIVE MAINTENANCE 0 \$1,366,518 \$1,708,148

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Initial Expenditure	Oct. 01, 2012
2.	Final Expenditure	Sep. 30, 2013
	Citibus plans to complete all Preventive Maintenance expenditures by 1/11/2013.	

11.7C.00 AMEND 1 - NON FIXED ROUTE ADA PARATRANSIT SERVICE 0 \$306,526 \$383,158

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Final Expenditure	Sep. 30, 2013
	Citibus plans to complete all ADA partransit service expenditures by 1/11/2013.	

11.42.20 ACQUIRE - MISC SUPPORT EQUIPMENT 0 \$14,768 \$18,460

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued	May. 01, 2013
2.	Contract Award	May. 15, 2013
3.	Contract Complete	Sep. 30, 2013

Part 5. Environmental Findings

117A00 AMEND 1 - PREVENTIVE MAINTENANCE	0	\$1,366,518	\$1,708,148
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Finding No. 1 - Class II(c)

C07 - Acquisition, maintenance of vehicles / equipment

Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

117C00 AMEND 1 - NON FIXED ROUTE ADA PARATRANSIT SERVICE	0	\$306,526	\$383,158
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Finding No. 1 - Class II(c)

C04 - Planning and administrative activity

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

442200 GENERAL DEVELOPMENT/COMPREHENSIVE PLANNING - Revision 1	0	\$19,946	\$24,933
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Finding No. 1 - Class II(c)

C04 - Planning and administrative activity

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

114220 AMEND 1 - ACQUIRE - MISC SUPPORT EQUIPMENT - Revision 1	0	\$234,168	\$292,710
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Finding No. 1 - Class II(c)

C07 - Acquisition, maintenance of vehicles / equipment

Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

114220 ACQUIRE - MISC SUPPORT EQUIPMENT	0	\$14,768	\$18,460
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Finding No. 1 - Class II(c)

C05 - Action promoting safety, security, accessibility

Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

300905 AMEND 1 -JOB ACCESS AND REVERSE COMMUTE OPERATING ASSISTANCE	0	\$175,000	\$350,000
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Finding No. 1 - Class II(c)

C04 - Planning and administrative activity

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Part 6: Fleet Status

Fixed Route

		<u>Before</u>	<u>Change</u>	<u>After</u>
I.	Active Fleet			
	A. Peak Requirement	56	0	56
	B. Spares	11	0	11
	C. Total (A+B)	67	0	67
	D. Spare Ratio (B/A)	19.64%	0.00%	19.64%
II.	Inactive Fleet			
	A. Other	0	0	0

	B. Pending Disposal	0	0	0
	C. Total (A+B)	0	0	0
III.	Total (I.C and II.C)	67	0	67

Paratransit

		<u>Before</u>	<u>Change</u>	<u>After</u>
I.	Active Fleet			
	A. Peak Requirement	25	0	25
	B. Spares	7	0	7
	C. Total (A+B)	32	0	32
	D. Spare Ratio (B/A)	28.00%	0.00%	28.00%
II.	Inactive Fleet			
	A. Other	0	0	0
	B. Pending Disposal	0	0	0
	C. Total (A+B)	0	0	0
III.	Total (I.C and II.C)	32	0	32

Part 7. FTA Comments

Comments to DOL

Comment Title:	New Comment
Comment By:	Lynn Hayes
Date Created:	Dec. 02, 2013
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	This grant is for capital and operating. Please review this application for labor certification in accordance with DOL Section 5333(b0 Certification. The grantee contact is Chris Mandrell@ Citibus Phone:806-712-2000 FTA contact Lynn Hayes 817 978-0565

Part 8: Results of Reviews

The reviewer did not find any errors

Part 9: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

**GRANT AGREEMENT
(FTA G-19, October 1, 2012)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(19), October 1, 2012,
<http://www.fta.dot.gov/documents/19-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: TX-90-Y014-01

Grantee: CITY OF LUBBOCK

Citation of Statute(s) Authorizing Project: 49 USC 5307 - Urbanized Area Formula (FY2013 and forward)

Estimated Total Eligible Cost (in U.S. Dollars): \$4,685,161

Maximum Total FTA Amount Awarded (in U.S. Dollars): \$3,065,264

Amount of This FTA Award (in U.S. Dollars): \$1,588,440

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Project Certification Date:
Amendment 1 Certification Date: 12/9/2013

Project Description:

FY 13 5307 (Ops/Plan/Cap)

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

TX-90-Y014-01 Quarterly Narrative Report

Jul. 01, 2013 through Sep. 30, 2013

As Of Dec. 09, 2013

MS/P Report Submitted , FFR Submitted

Part 1: Recipient Information

Project Number:	TX-90-Y014-01
Recipient ID:	1993
Recipient Name:	CITY OF LUBBOCK
Address:	P. O. BOX 2000 , LUBBOCK, TX 79408 2000
Telephone:	(806) 712-2001
Facsimile:	(806) 712-2012

Part 2: Project Information

Project No:	TX-90-Y014-01
Brief Desc:	FY 13 5307 (Ops/Plan/Cap)
FTA Project Mgr:	Lyn Hayes/Linda Kemp 817-978-0569/0563
Start/End Date:	-
Gross Project Cost:	\$4,685,161
Adjustment Amt:	\$0
Total Eligible Cost:	\$4,685,161
Total FTA Amt:	\$3,065,264
Total State Amt:	\$0
Total Local Amt:	\$1,619,897
Other Federal Amt:	\$0

Part 3: Federal Financial Report

Financial Status

	<u>Previous</u>	<u>This Period</u>	<u>Cumulative</u>
A. Federal Cash on Hand at Beginning of Period			\$0
B. Federal Cash Receipts			\$0
C. Federal Cash Disbursements			\$0
D. Federal Cash on Hand at End of Period			\$0
E. Total Federal Funds Authorized			\$1,476,824
F. Federal Share of Expenditures	\$1,255,262	\$134,299	\$1,389,561
G. Recipient Share of Expenditures	\$313,815	\$115,913	\$429,728
H. Total Expenditures(F + G)	\$1,569,077	\$250,212	\$1,819,289
I. Federal Share of Unliquidated Obligations			\$0

J. Recipient Share of Unliquidated Obligations			\$0
K. Total Unliquidated Obligations(I + J)			\$0
L. Total Federal Share (F + I)			\$1,389,561
M. Unobligated Balance of Federal Funds (E - L)			\$87,263
N. Total Recipient Share Required			\$495,787
O. Remaining Recipient Share to be provided N - (G + J)			\$66,059
P. Federal Program Income on Hand at Beginning of Period			\$0
Q. Total Federal Program income earned			\$0
R. Federal Program income expended in accordance with the deduction alternative			\$0
S. Federal Program income expended in accordance with the addition alternative			\$0
T. Federal Program income expended on allowable Transit Capital and Operating expenses			\$0
U. Federal Unexpended Program income (P + Q - R or s or T)			\$0

Indirect Expense

Type	N/A
Rate	0.00%
Base	\$0
Amount Charged	\$0
Federal Share	\$0

Part 4. Milestone/Progress Report

		<u>Quantity</u>	<u>FTA Amount</u>	<u>Elig. Proj. Cost</u>
11.7A.00	AMEND 1 - PREVENTIVE MAINTENANCE	0	\$1,366,518	\$1,708,148

	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>
1.	Initial Expenditure	10/1/2012			10/1/2012	
2.	Final Expenditure	9/30/2013			6/30/2013	
	DETAILED DESCRIPTION: Citibus plans to complete all Preventive Maintenance expenditures by 1/11/2013.					

11.7C.00	AMEND 1 - NON FIXED ROUTE ADA PARATRANSIT SERVICE	<u>Quantity</u> 0	<u>FTA Amount</u> \$306,526	<u>Elig. Proj. Cost</u> \$383,158
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	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>
1.	Final Expenditure	9/30/2013			1/31/2013	
	DETAILED DESCRIPTION: Citibus plans to complete all ADA partransit service expenditures by 1/11/2013.					

44.22.00	GENERAL DEVELOPMENT/COMPREHENSIVE PLANNING - Revision 1	<u>Quantity</u> 0	<u>FTA Amount</u> \$19,946	<u>Elig. Proj. Cost</u> \$24,933
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	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>
1.	Final Expenditure	1/31/2014				
	DETAILED DESCRIPTION: Citibus plans to complete all planning expenditures by 1/11/2013.					

11.42.20	AMEND 1 - ACQUIRE - MISC SUPPORT EQUIPMENT - Revision 1	<u>Quantity</u> 0	<u>FTA Amount</u> \$234,168	<u>Elig. Proj. Cost</u> \$292,710
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	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>
1.	Contract Award	3/15/2013			3/15/2013	
2.	RFP/IFB Issued	5/1/2013			5/1/2013	
3.	Contract Complete	9/30/2013			9/30/2013	

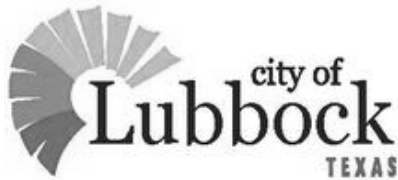
11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	<u>Quantity</u> 0	<u>FTA Amount</u> \$14,768	<u>Elig. Proj. Cost</u> \$18,460
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	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>

1.	RFP/IFB Issued	5/1/2013			5/1/2013	
2.	Contract Award	5/15/2013			5/15/2013	
3.	Contract Complete	9/30/2013			9/30/2013	

		<u>Quantity</u>	<u>FTA Amount</u>	<u>Elig. Proj. Cost</u>
30.09.05	AMEND 1 -JOB ACCESS AND REVERSE COMMUTE OPERATING ASSISTANCE	0	\$175,000	\$350,000

	<u>Milestone Description</u>	<u>Orig. Est. Comp. Date</u>	<u>Rev. Est. Comp. Date</u>	<u># Rev</u>	<u>Actual Comp. Date</u>	<u>Cont. Code</u>
1.	Final Expenditure	12/31/2013				



Regular City Council Meeting

5. 1. 2.

Meeting Date: 02/13/2014

Information

Agenda Item

Resolution - Transit Services: Consider a resolution authorizing the City of Lubbock’s Director of Budget to execute a FY 2012-13 Federal Transit Administration (FTA) Section 5310 Grant (TX-16-X011-00) to help provide planning for mass transportation, which is designed and implemented to meet the special needs of the elderly and individuals with disabilities.

Item Summary

The FTA has allocated \$201,776 in FY 2012-13 Section 5310 funds to The City of Lubbock/Citibus. The funds from Section 5310 grants are to be used to help provide planning for mass transportation, which is designed and implemented to meet the special needs of the elderly and individuals with disabilities. This funding is used to provide paratransit trips outside the ADA 3/4 mile boundary, evening service trips for FY 2012-13, and for preventative maintenance of paratransit vehicles. The grant was incorporated into the FY 2012-13 budget, which was previously approved by the City Council.

Federal Transit Administration regulations require that all grants must be applied for and executed electronically.

Fiscal Impact

The \$59,444 local match required for this grant was included in the FY 2012-13 Citibus budget. The total amount allocated under this grant is \$201,776.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - FTA Grant 5310

FTA Section 5310 Application

RESOLUTION

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

THAT the Director of Fiscal Policy of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a FY 2013 Federal Transit Administration Section 5310 Grant to help provide mass transportation service planning, design and carried out to meet the special needs of elderly individuals and individuals with disabilities, by and between the City of Lubbock and the Federal Transit Administration, and related documents. Said grant is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

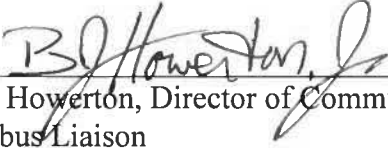
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Director of Community Development
Citibus Liaison

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Citibus-5310 Grant
December 26, 2013

DOT**FTA**

U.S. Department of Transportation

Federal Transit Administration

Application

Recipient ID:	1993
Recipient Name:	CITY OF LUBBOCK
Project ID:	TX-16-X011-00
Budget Number:	1 - Budget Pending Approval
Project Information:	FY 13 5310 Seniors and Disabled

Part 1: Recipient Information

Project Number:	TX-16-X011-00
Recipient ID:	1993
Recipient Name:	CITY OF LUBBOCK
Address:	P. O. BOX 2000 , LUBBOCK, TX 79408 2000
Telephone:	(806) 712-2001
Facsimile:	(806) 712-2012

Union Information

Recipient ID:	1993
Union Name:	NONE
Address 1:	
Address 2:	
City:	, 00000 0000
Contact Name:	
Telephone:	() -
Facsimile:	() 0-0000
E-mail:	
Website:	

Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$261,220
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Project Number:	TX-16-X011-00	Adjustment Amt:	\$0
Project Description:	FY 13 5310 Seniors and Disabled	Total Eligible Cost:	\$261,220
Recipient Type:	City	Total FTA Amt:	\$201,776
FTA Project Mgr:	Lynn Hayes /Linda Kemp 817-978-0565/0563	Total State Amt:	\$0
Recipient Contact:	Chris Mandrell - 806-712-2002	Total Local Amt:	\$59,444
New/Amendment:	New	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
Fed Dom Asst. #:	20513	Special Condition:	None Specified
Sec. of Statute:	5310-1A	S.C. Tgt. Date:	None Specified
State Appl. ID:	None Specified	S.C. Eff. Date:	None Specified
Start/End Date:	Oct. 01, 2012 - Dec. 31, 2013	Est. Oblig Date:	None Specified
Recvd. By State:	Dec. 05, 2013	Pre-Award Authority?:	No
EO 12372 Rev:	Not Applicable	Fed. Debt Authority?:	No
Review Date:	None Specified	Final Budget?:	No
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan) :	Nov. 01, 2012		
Program Page:	None Specified		
Application Type:	Electronic		
Supp. Agreement?:	No		
Debt. Delinq. Details:			

Urbanized Areas

UZA ID	UZA Name
481350	LUBBOCK, TX

Congressional Districts

State ID	District Code	District Official
48	19	Randy Neugebauer

Project Details

Citibus is proposing that FY 2013 5310 Seniors and Disabled funds be used to fund paratransit trips outside the ADA 3/4 mile boundary, all evening service trips for the FY13 and for Preventive Maintenance of paratransit vehicles.

This funding provides paratransit trips beyond 3/4 mile (roughly 350 trips/year) and all evening demand response

trips (roughly 4,000 trips/year).

Citibus presented this grant to the South Plains Regional Coordination Transportation Advisory Committee (SPRCTAC) for development, input and approval of the programs that Citibus intends to use the funds for. At the SPRCTAC meeting on September 27, 2013, the committee members approved Citibus to move forward with the application process and the use of the 5310 funds. The minutes from this meeting are attached to the grant.

This project is included in a locally, developed, coordinated public transit-human service transportation plan (coordinated plan) developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private and non-profit transportation and human service providers and other members of the public. The activities in this grant qualify for 5310 funding under the 45% maximum allowed for eligible projects other than those considered traditional 5310 capital projects and that the 55% requirement is being met through other 5310 projects.

Earmarks

No information found.

Security

No information found.

Part 3: Budget

Project Budget

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Tot. Elig. Cost</u>
<u>SCOPE</u>			
647-00 NFI PROJECTS	0	\$12,000.00	\$24,000.00
<u>ACTIVITY</u>			
30.09.01 UP TO 50% FEDERAL SHARE	0	\$12,000.00	\$24,000.00
<u>SCOPE</u>			
117-00 OTHER CAPITAL ITEMS (BUS)	0	\$189,776.00	\$237,220.00
<u>ACTIVITY</u>			
11.7A.00 PREVENTIVE MAINTENANCE	0	\$189,776.00	\$237,220.00
Estimated Total Eligible Cost:			\$261,220.00
Federal Share:			\$201,776.00
Local Share:			\$59,444.00

OTHER (Scopes and Activities not included in Project Budget Totals)

None

No Amendment Funding Source information is available for the selected project**Alternative Fuel Codes****Extended Budget Descriptions**

30.09.01	UP TO 50% FEDERAL SHARE	0	\$12,000.00	\$24,000.00
Encompasses subsidy for two services: 1. Paratransit extended services area trips, which result in roughly 350 trips annually; and 2. demand response-based NiteRide, which results in roughly 350 trips annually. This service operates six days per week, from 6:45pm to 10:30 pm.				
11.7A.00	PREVENTIVE MAINTENANCE	0	\$189,776.00	\$237,220.00
These funds will be used for preventative maintenance of the paratransit vehicles.				

Changes since the Prior Budget**No information found.****Part 4. Milestones**

647-00 NFI PROJECTS 0 \$12,000 \$24,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Initial Expenditure	Oct. 01, 2012

30.09.01 UP TO 50% FEDERAL SHARE 0 \$12,000 \$24,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Final Expenditure	Dec. 31, 2013

117-00 OTHER CAPITAL ITEMS (BUS) 0 \$189,776 \$237,220

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Initial Expenditure	Oct. 01, 2012

11.7A.00 PREVENTIVE MAINTENANCE 0 \$189,776 \$237,220

I.	Active Fleet			
	A. Peak Requirement	56	0	56
	B. Spares	11	0	11
	C. Total (A+B)	67	0	67
	D. Spare Ratio (B/A)	19.64%	0.00%	19.64%
II.	Inactive Fleet			
	A. Other	0	0	0
	B. Pending Disposal	0	0	0
	C. Total (A+B)	0	0	0
III.	Total (I.C and II.C)	67	0	67

Paratransit

		<u>Before</u>	<u>Change</u>	<u>After</u>
I.	Active Fleet			
	A. Peak Requirement	25	0	25
	B. Spares	7	0	7
	C. Total (A+B)	32	0	32
	D. Spare Ratio (B/A)	28.00%	0.00%	28.00%
II.	Inactive Fleet			
	A. Other	0	0	0
	B. Pending Disposal	0	0	0
	C. Total (A+B)	0	0	0
III.	Total (I.C and II.C)	32	0	32

Part 7. FTA Comments

Comments to DOL

Comment Title:	New Comment
Comment By:	Lynn Hayes
Date Created:	Nov. 21, 2013
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	NO DOL 5310 Program

Part 8: Results of Reviews

The reviewer did not find any errors

Part 9: Agreement

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-19, October 1, 2012)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(19), October 1, 2012,
<http://www.fta.dot.gov/documents/19-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: TX-16-X011-00

Grantee: CITY OF LUBBOCK

Citation of Statute(s) Authorizing Project: 49 USC 5310 - Formula Grants for Enhanced Mob of Seniors & Indiv w Disab

Estimated Total Eligible Cost (in U.S. Dollars): \$261,220

Maximum Total FTA Amount Awarded (in U.S. Dollars): \$201,776

Amount of This FTA Award (in U.S. Dollars): \$201,776

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

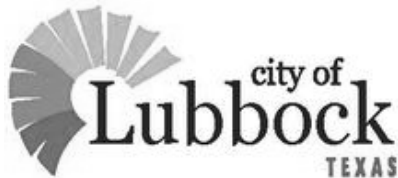
U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Project Certification Date:

Project Description:

FY 13 5310 Seniors and Disabled

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.



Regular City Council Meeting

5. 1. 3.

Meeting Date: 02/13/2014

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute contract 11730 and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG) to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

Item Summary

This resolution is a renewal of a grant that provides assistance to local communities to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

The source for this contract is a pass through grant from TDHCA. The actual amount allocated to the City of Lubbock for FY 2014 is \$322,293. At this time, TDHCA has released approximately 31% or \$100,437 of the allocation and will notify the City of Lubbock as it makes more funds available.

The contract is an electronic signature contract. The period for performance of this contract is January 1, 2014, through December 31, 2014.

Fiscal Impact

The maximum amount to be allocated from the Community Services Block Grant for this program is \$100,437.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & Contract Texas Department of Housing and Community Affairs

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Contract, by and between the City of Lubbock and Texas Department of Housing and Community Affairs, for the Community Services Block Grant to provide assistance to reduce poverty, and all 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 this _____, 2014.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, C.D. Director/Citibus Liaison

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney

gs/Res.CDBG-TexDept of Housing-Reduce Poverty Contract.14
1.13.14

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 61140001832 FOR THE
FY 2014 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

SECTION 1. PARTIES TO THE CONTRACT

This CSBG Contract No. **61140001832** (herein the "Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas, (herein the "Department") and **City of Lubbock** a political subdivision of the State of Texas (herein the "Subrecipient") hereinafter (the "Parties").

SECTION 2. CONTRACT TERM

This Contract shall commence on **January 01, 2014**, and, unless earlier terminated, shall end on **December 31, 2014** (herein the "Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE AND SERVICE AREA

Pursuant to Chapter 106 of the Community Services Block Grant Act (42 U.S.C. §9901 et seq.) (herein the "CSBG Act"), as amended by the "Community Services Block Grant Amendments of 1994" (P.L. 103-252) and the Coats Human Services Reauthorization Act of 1998 (P.L. 105-285); Chapter 2306 of the Texas Government Code (herein the "State Act"); the implementing State regulations under Title 10, Part 1, Chapter 5, Subchapters A (except those sections in Subchapter A that relate to the suspension, reduction, withholding or termination of funding) and B of the Texas Administrative Code, as amended or supplemented from time to time (herein the "CSBG State Rules or 10 TAC"); and the Department's guidance related to CSBG; Subrecipient shall operate on an equitable basis throughout Subrecipient's service area and shall utilize funds for the reduction of poverty, the revitalization of communities, and the empowerment of low-income families and individuals to become fully self-sufficient. Subrecipient shall provide services and activities of the type specified in 42 U.S.C. §§ 9901, 9907 excluding (c), and 9908. Subrecipient agrees to perform all activities in accordance with the annual Community Action Plan (as defined in Section 35 of this Contract); the terms of the performance statement and budget submitted with the annual Community Action Plan approved by the Department as said performance statement and budget may be amended from time to time; the Certifications attached hereto as Exhibit A; all such Exhibits incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its application for funding under this Contract; and with all other terms, provisions, and requirements herein set forth. Subrecipient's service area consists of the following counties:

LUBBOCK

SECTION 4. DEPARTMENT OBLIGATIONS

- A. In consideration of Subrecipient's full and satisfactory performance of this Contract, Department shall reimburse the actual allowable costs incurred by Subrecipient during the Contract Term in an amount up to **\$100,437.00** in accordance with the budget as approved by the Department and the terms of this Contract.
- B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole discretion based upon the status of funding under grants to Department and Subrecipient's overall compliance with the terms of this Contract.
- C. Department's obligations under this Contract are contingent upon the actual receipt of adequate CSBG funds from the U.S. Department of Health and Human Services (hereinafter "HHS") and the State of Texas. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.

- D. Department shall not be liable to Subrecipient for certain costs, including but not limited to costs which:
1. have been reimbursed to Subrecipient or are subject to reimbursement to Subrecipient by any source other than Department;
 2. are not allowable costs, as set forth in the CSBG Act;
 3. are not strictly in accordance with the terms of this Contract, including the exhibits;
 4. have not been reported to Department within forty-five (45) days following termination of this Contract, or
 5. are not incurred during the Contract Term.
- E. Subrecipient shall refund to Department any sum of money which has been paid to Subrecipient by Department, which Department determines has resulted in an overpayment, or which Department determines has not been spent strictly in accordance with the terms of this Contract. Subrecipient shall make such refund within fifteen (15) days after the Department's request.
- F. Department shall not release any funds under this Contract until Department has determined in writing that Subrecipient's fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for such funds.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

- A. Subrecipients may request an advance for up to thirty (30) days. As per the Uniform Grant Management Standards, 34 TAC Chapter 20, Subchapter I (herein "UGMS"), a cash advance must be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract.
- B. In order to request an advance payment, Subrecipient must submit to Department a properly completed Expenditure Report that includes a request for advance funds (Projected Expenses) together with such supporting documentation as the Department may reasonably request.
- C. Subrecipient shall establish procedures to minimize the time elapsing between the transfer of funds from Department to Subrecipient and the disbursement of such funds by Subrecipient.
- D. Subsection 4(A) of this Contract notwithstanding, Department reserves the right to utilize a modified cost reimbursement method of payment, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds, if at any time (1) Department determines that Subrecipient has maintained cash balances in excess of need, (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient, or (3) Subrecipient fails to comply with the reporting requirements of Section 10 of this Contract.
- E. All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable expenditures to be used for the exclusive benefit of the low-income population of Subrecipient's service area.
- F. Department may offset or withhold any amounts otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this Contract.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the UGMS. All references therein to "local government" shall be construed to mean Subrecipient.
- B. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the uniform cost principles for local, state and Indian tribal governments set forth in OMB Circular A-87, as implemented by 2 C.F.R. Part 225 and uniform administrative requirements for governments set forth in OMB Circular A-102. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under circular A-133 is \$500,000 of Federal funds or \$500,000 of State funds.
- C. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for costs incurred or performances rendered for activities specified in the CSBG Act.
- D. Subrecipient may incur costs for activities associated with the closeout of the CSBG contract for a period not to exceed forty-five (45) days from the end of the Contract Term defined in Section 2 of this Contract.

SECTION 7. TERMINATION AND SUSPENSION

- A. As per 10 TAC 5.206, Department may terminate or suspend this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of this Contract. If the Department determines that an Subrecipient has failed to comply with the terms of the Contract, or to provide services that meet appropriate standards, goals, or other requirements established by the Department, the Department will notify Subrecipient of the deficiencies to be corrected and require the deficiencies be corrected prior to implementing suspension.
- B. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance including but not limited to, Subrecipient's failure to correct any monitoring findings on this or any state contract or on a single audit review. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.
- C. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.
- D. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient.

SECTION 8. PROHIBITED USE OF FUNDS

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

SECTION 9. RECORD KEEPING REQUIREMENTS

- A. Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures made under this Contract in accordance with the UGMS and Section III, Common Rule: State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C -Post Award Requirements, _42. For purposes of compliance, all associated documentation must be readily available, whether stored electronically or hard copy to justify compliance with program rules and regulations.
- B. Open Records. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract is subject to the Texas Public Information Act, Chapter 552 of Texas Government Code and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.
- C. Subrecipient shall give the HHS, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) four (4) years; (ii) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; (iv) a date consistent with any other period required by federal or state law or regulation. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection. Upon termination of this Contract, all records are property of the Department.
- D. Subrecipient shall include the substance of this Section 9 in all subcontracts.

SECTION 10. REPORTING REQUIREMENTS

- A. Subrecipient shall submit to Department such reports on the performance of this Contract as may be required by Department including, but not limited to, the reports specified in this Section.
- B. Subrecipient shall electronically submit a Performance Report and Expenditure Report to the Department on or before the fifteenth (15th) day of each month following the reported month in the Contract Term, regardless of whether Subrecipient makes a fund request. Subrecipient must file a monthly Performance and Expenditure report in a timely manner, prior to accessing funds. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract shall result in the automatic suspension of the ability of Subrecipient to request reimbursements and shall be identified as a finding in any monitoring review in accordance with the State CSBG Rules.
- C. Subrecipient shall submit a final Performance Report and a final Expenditure Report to the Department after the end of the Contract Term. Subrecipient must file a final Performance and Expenditure report within forty-five (45) days after the end of the Contract and prior to accessing funds in the subsequent fiscal year. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract shall impact the ability of Subrecipient to request reimbursements and shall be identified as findings in monitoring reviews.
- D. Subrecipient shall annually submit to Department, no later than forty-five (45) days after the termination of this Contract, a cumulative inventory of all equipment acquired, in whole or in part, with funds received under this or previous CSBG contracts. Upon the termination of this Contract, Department may transfer title to any equipment to the Department or to any other entity receiving CSBG funds from the Department.
- E. If Subrecipient fails to submit within forty-five (45) days of its due date, any report or response required by this Contract, including responses to monitoring reports, Department may, in its sole discretion, suspend payments, place Subrecipient on cost reimbursement method of payment, and initiate proceedings to terminate the Contract. If Subrecipient receives CSBG funds from Department over two or more contract terms, termination proceedings may be initiated on this Contract for Subrecipient's failure to submit a report, including an audit report, past due from a prior contract.
- F. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the <https://www.sam.gov> website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Term.

SECTION 11. CHANGES AND AMENDMENTS

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

SECTION 12. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with the UGMS, Common Rule, §_25 and OMB Circular A-102, Attachment, 2e.

SECTION 13. TECHNICAL ASSISTANCE AND MONITORING

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

SECTION 14. INDEPENDENT SUBRECIPIENT

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

SECTION 15. PROCUREMENT STANDARDS

- A. Subrecipient shall comply with 45 C.F.R. §92.36, UGMS, this Contract, and all applicable federal, state, and local laws, regulations, and ordinances for making procurements under this Contract.
- B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than \$5,000 unless Subrecipient has received the prior written approval of Department for such purchase.
- C. When the Subrecipient no longer needs equipment purchased with CSBG grant funds, regardless of purchase price, or upon the termination of this Contract, Department may take possession and transfer title to any such property or equipment to the Department or to a third party or may seek reimbursement from Subrecipient of the current unit price of the item of equipment, in Department's sole determination. Subrecipient must request permission from the Department to transfer title or dispose of equipment purchased with CSBG grant funds.

SECTION 16. SUBCONTRACTS

- A. Subrecipient may not subcontract the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing fund through the Community Affairs Contract System, and only may enter into contractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 13 of this Contract.
- B. In no event shall any provision of this Section 16, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this Section does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

SECTION 17. AUDIT

- A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:
 - 1. Subrecipient shall have an audit conducted in accordance with 45 C.F.R. §92.26, OMB Circular A-133; and 31 U.S.C. 7501 for any of its fiscal years included within the Contract Term in which Subrecipient has expenses of more than \$500,000 in state funds or \$500,000 in federal financial assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term federal financial assistance includes awards of financial assistance received directly from federal agencies, or indirectly through other units of State and local government.

2. At the option of Subrecipient, each audit required by this section may cover Subrecipient's entire operations or each department, agency, or establishment of Subrecipient which received, expended, or otherwise administered federal funds.
 3. Notwithstanding anything to the contrary herein, Subrecipient may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract.
 4. Unless otherwise specifically authorized by Department in writing, Subrecipient shall submit one (1) copy of the audit report to the Department's Compliance Division within thirty (30) days after completion of the audit, but no later than nine (9) months after the end of each fiscal period included within the period of this Contract. Audits performed under this section are subject to review and resolution of findings by the Department or its authorized representative.
- B. Notwithstanding anything herein to the contrary, Department reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Contract. Subrecipient agrees to permit Department, or its authorized representative, to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit. Such financial and compliance audits may occur after the close of the Contract Term.
- C. Subrecipient understands and agrees that it shall be liable to Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.
- D. Subrecipient shall facilitate the performance of such audit or audits conducted pursuant to this section as Department may require of Subrecipient.
- E. All approved CSBG audit reports shall be made available for public inspection within thirty (30) days after completion of the audit.
- F. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.
- G. Department reserves the right to conduct additional audits of the funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.
- H. For any fiscal year ending within or immediately after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.

SECTION 18. TRAVEL

Subrecipient shall adhere to OMB Circular A-87 and either its board-approved travel policy, or the State of Texas travel policies. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees.

SECTION 19. LITIGATION AND CLAIMS

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

SECTION 20. LEGAL AUTHORITY

A. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.

- B. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Subrecipient's governing board to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.
- C. Department shall have the right to terminate this Contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this Contract on behalf of Subrecipient to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 20.

SECTION 21. COMPLIANCE WITH LAWS

- A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the CSBG Act, the federal rules and regulations promulgated under the CSBG Act, the State Act, the State CSBG Rules, and all federal, state, and local laws and regulations applicable to the performance of this Contract.
- B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this Contract that it is implementing the Drug-Free Workplace Act of 1988.
- C. PRO-CHILDREN ACT OF 1994. Subrecipient shall follow the requirements of the Pro-Children Act of 1994, (20 U.S.C. Sec. 6081 et seq.) which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.
- D. LIMITED ENGLISH PROFICIENCY (LEP). Subrecipients must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail provide language assistance services, including oral and written translation, where necessary.

SECTION 22. PREVENTION OF WASTE, FRAUD, AND ABUSE

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

SECTION 23. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

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

SECTION 24. CONFLICT OF INTEREST/NEPOTISM

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

SECTION 25. POLITICAL ACTIVITY PROHIBITED

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

SECTION 26. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

- A. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.
- B. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- C. Subrecipient will include the substance of Section 26 in all subcontracts.

SECTION 27. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS

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

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

SECTION 28. MAINTENANCE OF EFFORT

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

SECTION 29. DEBARRED AND SUSPENDED PARTIES

By signing this Contract, Subrecipient certifies that its principal employees, board members, agents, or contractors agents are not included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this Contract to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management (SAM) at www.sam.gov and including a copy of the results in its project files.

SECTION 30. FAITH BASED AND SECTARIAN ACTIVITY

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

SECTION 31. COPYRIGHT

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

SECTION 32. NO WAIVER

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

SECTION 33. SEVERABILITY

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

SECTION 34. ORAL AND WRITTEN AGREEMENTS

- A. All oral and written agreements between the parties to this Contract relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.
- B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:
 - I. Exhibit A - Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

SECTION 35. COMMUNITY ACTION PLAN

- A. As a condition of receipt of funding under the Act, each eligible entity shall submit annually to the Department a community action plan that includes:
 - 1. a description of the service delivery system targeted to low-income individuals and families in the service area, including homeless individuals and families, migrants, and the elderly poor;
 - 2. a description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultations;
 - 3. a description of how funding under this Act will be coordinated with other public and private resources; and,
 - 4. a description of outcome measures to be used to monitor success in promoting self-sufficiency, family stability, and community revitalization.
- B. As a condition of receipt of funding under the Act, each eligible entity shall submit every five years to the Department a community needs assessment.

SECTION 36. USE OF ALCOHOLIC BEVERAGES

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

SECTION 37. FORCE MAJURE

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

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

SECTION 38. TIME IS OF THE ESSENCE

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

SECTION 39. COUNTERPARTS AND FACSIMILE SIGNATURES

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

SECTION 40. NUMBER, GENDER

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

SECTION 41. NOTICE

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

As to Department:

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

As to Subrecipient:

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

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

SECTION 42. VENUE AND JURISDICTION

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

EXECUTED to be effective on **January 01, 2014**

City of Lubbock
a political subdivision of the State of Texas

By:
Title:
Date:

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

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

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. 61140001832 FOR THE
FY 2014 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
CFDA#93.569

EXHIBIT A

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

City of Lubbock
a political subdivision of the State of Texas

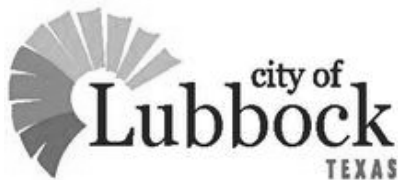
The undersigned certifies, to the best of its knowledge and belief, that:

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

This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, 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.

City of Lubbock
a political subdivision of the State of Texas

By:
Title:
Date:



Regular City Council Meeting

5. 2.

Meeting Date: 02/13/2014

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 10 amending the FY 2013-14 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Lubbock Emergency Communication District (LECD) for the Public Safety Answering Points (PSAP) Grant, transfer funds from the General Fund to the Grant Fund for matching funds, and reduce the Police Department Operating Budget accordingly; and accept and appropriate funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP); respecting the Municipal Court Special Revenue Fund; and respecting the General Fund to appropriate additional funding and increase the Mahon Library Operating Budget; providing for filing; and providing for a savings clause.

Item Summary

- I. Accept and appropriate \$4,978 from the LECD for the PSAP Grant, transfer a local match of \$553 from the General Fund to the Grant Fund, and reduce the Police Department Operating Budget by \$553. The grant will benefit the Lubbock Police Communications Center.
- II. Accept and appropriate \$886,436 from the TDHCA for the CEAP grant. The grant will fund programs to assist low-income persons and families with energy assistance, and energy efficiency. This is accomplished by funding both sub-recipient programs, and City programs that address this issue.
- III. Appropriate an additional \$185,023 for the Municipal Court Special Revenue Fund, from \$315,508 to \$500,531, for the purpose of upgrading technology and security, improving court facilities, and providing for training and travel. The additional funding comes from the fund balance.
- IV. Amend the General Fund by appropriating an additional \$33,845 in revenue from the Interlibrary Loan (ILL) reimbursement program and by increasing the Mahon Library operating budget by \$33,845, from \$2,048,621 to \$2,082,466. The revenue is a result of the City of Lubbock library's participation in the statewide Interlibrary Loan program. The additional revenue will be used to purchase new materials at Mahon Library.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Budget Amendment 10

Grant Detail Sheet - CD CEAP

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE LUBBOCK EMERGENCY COMMUNICATION DISTRICT (LECD) FOR THE PUBLIC SAFETY ANSWERING POINTS (PSAP) GRANT, TRANSFER FUNDS FROM THE GENERAL FUND TO THE GRANT FUND FOR MATCHING FUNDS, AND REDUCE THE POLICE DEPARTMENT OPERATING BUDGET ACCORDINGLY; AND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) FOR THE COMPREHENSIVE ENERGY ASSISTANCE PROGRAM; (CEAP) RESPECTING THE MUNICIPAL COURT SPECIAL REVENUE FUND; AND RESPECTING THE GENERAL FUND TO APPROPRIATE ADDITIONAL FUNDING AND INCREASE THE MAHON LIBRARY OPERATING BUDGET; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2013-14 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2013-14 (Budget Amendment #10) for municipal purposes, as follows:

- I. Accept and appropriate \$4,978 from the LECD for the PSAP Grant, transfer a local match of \$553 from the General Fund to the Grant Fund, and reduce the Police Department Operating Budget by \$553.
- II. Accept and appropriate \$886,436 from the TDHCA for the CEAP Grant.
- III. Appropriate an additional \$185,023 for the Municipal Court Special Revenue Fund, for a total appropriation of \$500,531.
- IV. Amend the General Fund by appropriating an additional \$33,845 in revenue from the Interlibrary Loan (ILL) reimbursement program and by increasing

the Mahon Library operating budget by \$33,845, for a total appropriation of \$2,082,466.

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

BudgetFY1314.Amend10.ord
January 30, 2014

**City of Lubbock, TX
Grant Award
New Grant - Budget Detail
February 13, 2014**

Administrative Information:

Grant Number:	
Grant Name:	Comprehensive Energy Assistance Program
Grant Effective Date:	1/1/2014-12/31/2014
Grant Provider/Agency:	Texas Department of Housing and Community Affairs

Personnel Information:

of full-time positions funded w/grant 5

Title of Position	Annual Salary	Annual Benefits	Grant	Other Grant
Program Specialist	\$ 41,036	21,015	6,400	55,651
Account Analyst	69,806	28,807	5,050	93,563
Administrative Assistant	24,120	16,426	4,150	36,396
CD Interim Director	90,088	34,323	3,175	121,236
CD Contract Coordinator	56,729	25,270	8,275	73,724
	\$ 281,779	125,841	27,050	380,570

Budget Information:

Grant Appropriation Detail	Cost
Salaries	\$ 18,200
Benefits	8,850
Travel	1,200
ComDev Household Crisis H/C	75,000
Lutheran Social Services	
Household Crisis Utility Assistance	125,000
Utility Assistance Component	563,516
Admin & Program Services cost	94,670
Total Appropriation	\$ 886,436

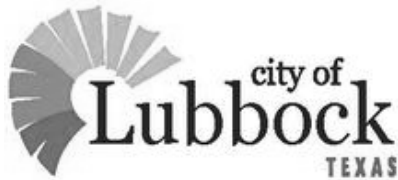
**City of Lubbock, TX
Grant Award
New Grant - Budget Detail
February 13, 2014**

Administrative Information:

City Assigned Grant Number:	
Grant Name:	<u>Public Safety Answering Points</u>
Grant Effective Date:	<u>November 13, 2013</u>
Grant Provider/Agency:	<u>Lubbock Emergency Communication District</u>
Grant Award Amount	<u>\$ 4,978</u>
Amount City Grant Match Transfer:	<u>553</u>
Funding Source of Grant Match:	<u>5717.9111</u>

Budget Information:

Project Detail	Cost
Ergonomic 24/7 Chairs	<u><u>\$ 5,531</u></u>



Regular City Council Meeting

5. 3.

Meeting Date: 02/13/2014

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 11 amending the FY 2013-14 Budget for municipal purposes respecting the General Fund to amend classifications and positions within the Police Department; providing for filing; and providing for a savings clause.

Item Summary

- I. Amend classifications in the General Fund - Police Department in accordance with Section 2.06.109 of the Code of Ordinances of the City by reclassifying five Detention Officer positions in Police Administration to Public Safety Dispatcher I positions in the Communications Center.
- II. Amend classifications in the General Fund - Police Department in accordance with Section 2.06.109 of the Code of Ordinances of the City by reclassifying one Detention Officer position in Police Administration to a Property Room Attendant position in Police Administration.
- III. Amend classifications in the General Fund - Police Department in accordance with Section 2.06.109 of the Code of Ordinances of the City by reclassifying one Records Data Entry position in Police Records to a Public Safety Dispatcher I position in the Communications Center.

Fiscal Impact

None.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Budget Amendment 11

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND TO AMEND CLASSIFICATIONS AND POSITIONS WITHIN THE POLICE DEPARTMENT; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2013-14 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2013-14 (Budget Amendment #11) for municipal purposes, as follows:

- I. Amend position classifications in the General Fund - Police Department in accordance with Section 2.06.109 of the Code of Ordinances of the City by reclassifying five Detention Officer positions in Police Administration to Public Safety Dispatcher I positions in the Communications Center.
- II. Amend position classifications in the General Fund - Police Department in accordance with Section 2.06.109 of the Code of Ordinances of the City by reclassifying one Detention Officer position in Police Administration to a Property Room Attendant position in Police Administration.
- III. Amend position classifications in the General Fund - Police Department in accordance with Section 2.06.109 of the Code of Ordinances of the City by reclassifying one Records Data Entry position in Police Records to a Public Safety Dispatcher I position in the Communications Center.

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

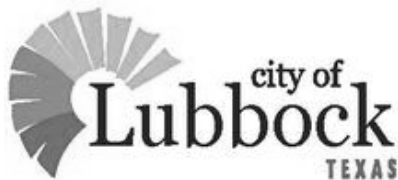
APPROVED AS TO CONTENT:

Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy Sims
Assistant City Attorney



Regular City Council Meeting

5. 4.

Meeting Date: 02/13/2014

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2014-O0011 abandoning and closing a portion of a 20-foot underground utility, drainage and garbage service easement located in Lots 347 through Lots 352 of Quincy Park Addition, Lubbock County, Texas, easement located at 9202 Turner Avenue.

Item Summary

On January 23, 2014, the City Council approved the first reading of the ordinance.

This ordinance abandons and closes a portion of a 20-foot underground utility, drainage and garbage service easement located in Lots 347 through Lots 352, which is located north of 93rd Street and just east of Upland Avenue. In the replat, the easement closure will be dedicated as an alley allowing the City to maintain the area. Public Works Engineering and all utility companies are in agreement with the easement closures.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Quincy Park

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A 20-FOOT UNDERGROUND UTILITY, DRAINAGE AND GARBAGE SERVICE EASEMENT LOCATED IN LOTS 347 THROUGH 352 OF QUINCY PARK AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; RESERVING AN ALLEY FOR PUBLIC UTILITY PURPOSES; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the underground utility, drainage and garbage service easement as hereinafter described in the body of this Ordinance is no longer needed for easement purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for easement purposes and;

WHEREAS, said abandonment shall in no way affect any utility easements, present or future and an alley is hereby reserved for public utility purposes; NOW THEREFORE:

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

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

SECTION 2. THAT an alley is hereby reserved on the property described in Section 1, above, and such alley is reserved and retained for public utility purposes with the right of ingress and egress at all times for such purpose, and an alley is also reserved for any and all existing pipelines or other utilities within said property together with all rights appurtenant to the continuation of such utilities.

SECTION 3. THAT the City Engineer is hereby authorized and directed to mark the official maps of the City of Lubbock to reflect said abandonment and closing, showing the number of this Ordinance and the date of its final passage.

SECTION 4. THAT should any section, paragraph, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



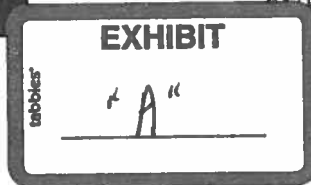
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

ccdocs/A&C- Quincy Park Addn.ord
1.06.14



**DESCRIPTION OF A
 20-FOOT WIDE EASEMENT, TO BE CLOSED, SITUATED IN
 QUINCY PLAT, LOTS 347-403,
 AN ADDITION TO THE CITY OF LUBBOCK,
 LUBBOCK COUNTY, TEXAS
 (SKETCH ATTACHED AS AN EXHIBIT)**

A 20-FOOT WIDE UNDERGROUND UTILITY EASEMENT, DRAINAGE EASEMENT AND GARBAGE COLLECTION EASEMENT, SITUATED IN LOTS 347 THROUGH 352 OF QUINCY PARK, LOTS 347 THROUGH 403, AN ADDITION TO THE CITY OF LUBBOCK, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN PLAT AND DEDICATION NUMBER 2013041742 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, SAID EASEMENT CONTAINS 0.1569 ACRES BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF LOT 347 OF SAID QUINCY PARK, LOT 347 THROUGH 403 FOR THE SOUTHEAST CORNER OF THIS EASEMENT, SAID SOUTHEAST CORNER HAVING COORDINATES OF NORTHING: 7,249,640.75 AND EASTING: 909,776.60, TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD'83, WHENCE THE SOUTHWEST CORNER OF SECTION 27, BLOCK AK BEARS N. 88° 07' 54" W. A DISTANCE OF 77.00 FEET AND S. 01° 52' 06" W. A DISTANCE OF 1567.52 FEET;

THENCE N. 88° 04' 39" W., ALONG THE SOUTH LINE OF SAID LOT 347, A DISTANCE OF 7.00 FEET TO THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID LOT 347 FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS EASEMENT;

THENCE N. 43° 06' 16" W., ALONG THE SOUTHWEST LINE OF SAID LOT 347, A DISTANCE OF 18.39 FEET TO A POINT FOR MOST WESTERLY SOUTHWEST CORNER OF THIS EASEMENT;

THENCE N. 01° 52' 06" E., 2.00 FEET EAST OF AND PARALLEL WITH THE WEST LINES OF SAID LOTS 347 THROUGH 352, A DISTANCE OF 324.08 FEET TO A POINT IN THE NORTHWEST LINE OF SAID LOT 352 FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS EASEMENT;

THENCE N. 46° 52' 06" E., ALONG THE NORTHWEST LINE OF SAID LOT 352, A DISTANCE OF 11.31 FEET TO THE MOST NORTHERLY NORTHWEST CORNER OF SAID LOT 352 FOR THE MOST NORTHERLY NORTHWEST CORNER OF THIS EASEMENT;

THENCE S. 88° 07' 54" E., ALONG THE NORTH LINE OF SAID LOT 352, A DISTANCE OF 22.00 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS EASEMENT;

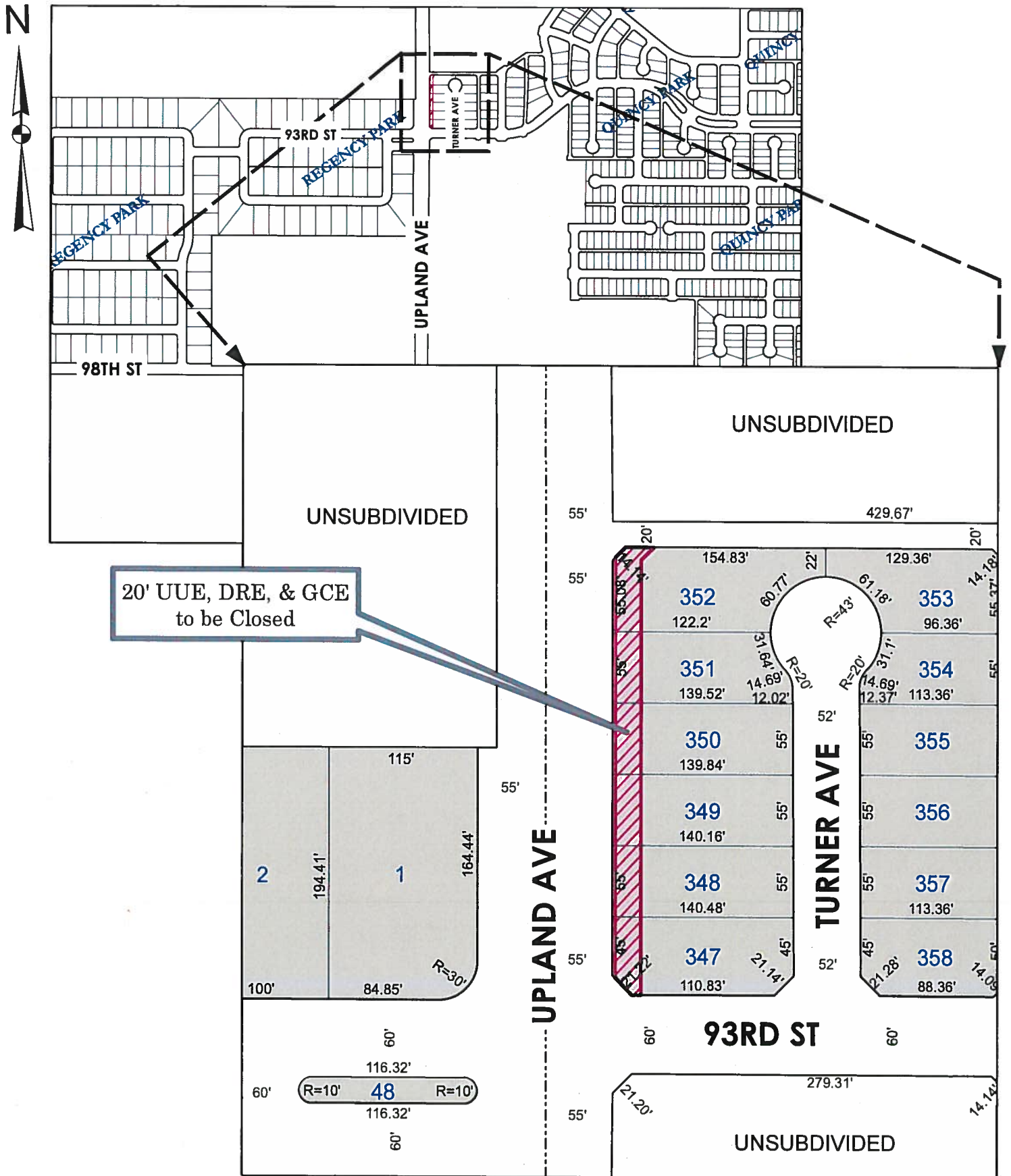
THENCE S. 46° 52' 06" W. A DISTANCE OF 14.14 FEET TO A POINT OF INTERSECTION FOR A CORNER OF THIS EASEMENT;

THENCE S. 01° 52' 06" W. A DISTANCE OF 335.10 FEET TO THE POINT OF BEGINNING. BEARINGS ARE GRID BEARINGS RELATIVE TO THE TEXAS COORDINATE SYSTEM, TXNC ZONE, NAD83 (CORS96), MEASURED ALONG THE WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE, AS MONUMENTED ON THE GROUND. CONVERGENCE ANGLE = -01° 53' 40" (TO TRUE NORTH BEARINGS).

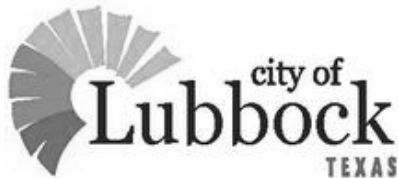
I, NORRIS STEVENS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED SEPTEMBER 17, 2013

Proposed Closing of a 20' wide Underground Utility, Drainage, and Garbage Collection Easement Located in Lots 347-352, Quincy Park Addition



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



Regular City Council Meeting

5. 5.

Meeting Date: 02/13/2014

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2014-O0012 abandoning and closing a portion of a street right-of-way located at 37th Street and Quincy Avenue in Milwaukee Ridge Addition.

Item Summary

On January 23, 2014, the City Council approved the first reading of the ordinance.

This ordinance abandons and closes a street right-of-way located in Milwaukee Ridge Addition. The closure is on 37th and Quincy Avenue. The easement closure is due to the platting of new lots in this area.

Water Engineering is in agreement with this easement closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

[Ordinance - Milwaukee Ridge](#)

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF A STREET RIGHT-OF-WAY (STREET STUB), LOCATED IN MILWAUKEE RIDGE, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

SECTION 1. THAT the street right-of-way as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for street right-of-way purposes and for public use, such street right-of-way being more particularly described as Exhibit A.

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

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

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

AND IT IS SO ORDERED.

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

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

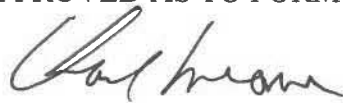
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

Milwaukee Ridge.ord
1.06.2014

**DESCRIPTION OF A PORTION OF A
 STREET RIGHT-OF-WAY TO BE CLOSED IN
 MILWAUKEE RIDGE,
 TRACTS A THROUGH D AND LOTS 1 THROUGH 150,
 AN ADDITION TO THE CITY OF LUBBOCK,
 LUBBOCK COUNTY, TEXAS**

DESCRIPTION FOR CLOSING A PORTION OF A STREET RIGHT-OF-WAY PREVIOUSLY DEDICATED WITH THE PLAT OF MILWAUKEE RIDGE, TRACTS A THROUGH D AND LOTS 1 THROUGH 150, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 10271, PAGE 329 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, SAID PORTION OF RIGHT-OF-WAY BEING CLOSED LIES WITHIN LOT 356, TRACT "E" AND AN ALLEY OF PROPOSED MILWAUKEE RIDGE, LOTS 246 THROUGH 366 AND TRACTS E AND F, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY SOUTHWEST CORNER OF THE PLAT LIMITS OF SAID MILWAUKEE RIDGE, TRACTS A THROUGH D AND LOTS 1 THROUGH 150, FOR THE NORTHWEST CORNER OF THE PORTION OF THIS STREET RIGHT-OF-WAY TO BE CLOSED, WHENCE A RAILROAD SPIKE FOUND AT THE NORTHWEST CORNER OF SECTION 38, BLOCK AK BEARS N. 01° 58' 37" E. A DISTANCE OF 1189.90 FEET AND N. 88° 01' 23" W. A DISTANCE OF 2456.74 FEET;

THENCE S. 88° 01' 23" E. A DISTANCE OF 37.60 FEET TO A POINT OF INTERSECTION FOR A CORNER OF THE PORTION OF THIS STREET RIGHT-OF-WAY TO BE CLOSED;

THENCE S. 43° 01' 23" E. A DISTANCE OF 14.14 FEET TO A POINT OF INTERSECTION FOR A CORNER OF THE PORTION OF THIS STREET RIGHT-OF-WAY TO BE CLOSED;

THENCE S. 88° 01' 23" E. A DISTANCE OF 20.00 FEET TO A POINT OF INTERSECTION FOR A CORNER OF THE PORTION OF THIS STREET RIGHT-OF-WAY TO BE CLOSED;

THENCE N. 46° 58' 37" E. A DISTANCE OF 14.14 FEET TO A POINT OF INTERSECTION FOR A CORNER OF THIS STREET RIGHT-OF-WAY TO BE CLOSED;

THENCE S. 88° 01' 23" E. A DISTANCE OF 0.40 FEET TO A POINT OF INTERSECTION FOR A CORNER OF THIS STREET RIGHT-OF-WAY TO BE CLOSED;

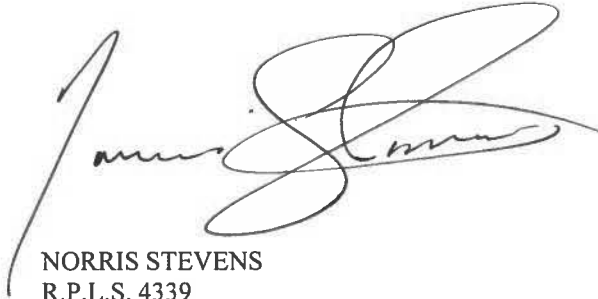
THENCE S. 46° 58' 37" W., ALONG THE PLAT LIMITS OF SAID MILWAUKEE RIDGE, A DISTANCE OF 21.21 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THE PORTION OF THIS STREET RIGHT-OF-WAY TO BE CLOSED;

THENCE N. 88° 01' 23" W., ALONG THE PLAT LIMITS OF SAID MILWAUKEE RIDGE, A DISTANCE OF 48.00 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THE PORTION OF THIS STREET RIGHT-OF-WAY TO BE CLOSED;

THENCE N. 43° 01' 23" W., ALONG THE PLAT LIMITS OF SAID MILWAUKEE RIDGE, A DISTANCE OF 21.21 FEET TO THE POINT OF BEGINNING. BEARINGS ARE GRID BEARINGS RELATIVE TO THE TEXAS COORDINATE SYSTEM, TXNC ZONE, NAD83, MEASURED ALONG THE NORTH LINE OF SECTION 38, BLOCK AK, AS MONUMENTED ON THE GROUND. CONVERGENCE TO TRUE NORTH BEARINGS IS -01°53'27". DISTANCES ARE AT SURFACE.

I, NORRIS STEVENS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PREPARED OCTOBER 3, 2013 FROM PREVIOUS SURVEYS



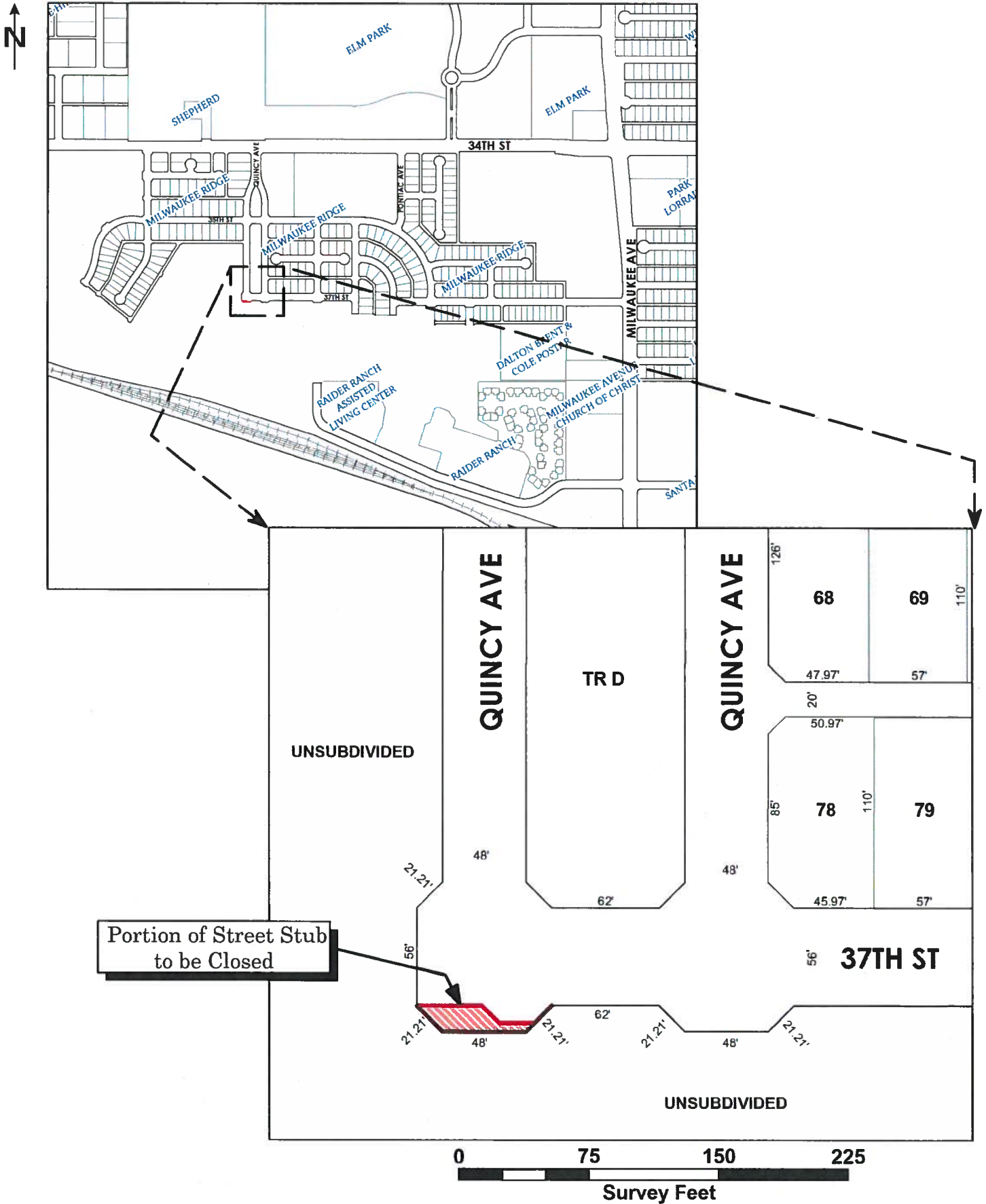
NORRIS STEVENS
R.P.L.S. 4339



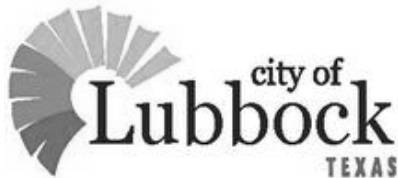
SURVEYOR'S REPORT:

THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
FOUND MONUMENTS ARE ACCEPTED AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

Proposed Closing of a Portion of a Street Stub Located at Quincy Avenue and 37th 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. 6.

Meeting Date: 02/13/2014

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing a drainage easement located in Lot 12, Lubbock Business Park, north of Lubbock Business Park Blvd and east of North Elm Avenue.

Item Summary

This ordinance is to abandon and close a drainage easement located in Lot 12, Lubbock Business Park, north of Lubbock Business Park Blvd and east of North Elm Avenue. The easement is no longer needed due to revised development configurations. A new drainage easement will be dedicated to replace the closure. The Storm Water Engineer is in agreement with the easement closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

[Ordinance - Lubbock Business Park](#)

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A DRAINAGE EASEMENT LOCATED IN LOT 12, LUBBOCK BUSINESS PARK, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

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

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

GLEN C. ROBERTSON, MAYOR


ATTEST:

Rebecca Garza, City Secretary

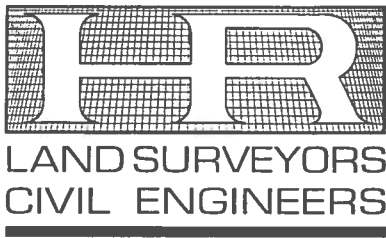
APPROVED AS TO CONTENT:


Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:


Chad Weaver, Assistant City Attorney

A&C-Easements-Drainage Easement Lot 12, Lubb Bus Pk.ord 1.10.14



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

DRAINAGE EASEMENT CLOSURE

METES AND BOUND DESCRIPTION of a 0.569 acre tract located in Section 7, Block A, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap found in the North right-of-way line of Lubbock Business Park Boulevard as dedicated by plat recorded under County Clerk File No. (CCFN) 2010012230 of the Official Public Records of Lubbock County, Texas, (OPRLCT) and the Southeast corner of Lot 12, Lubbock Business Park, an addition to the City of Lubbock, Lubbock County, Texas according to the map plat and/or dedication deed thereof recorded under CCFN 2013036903, OPRLCT, at the Southeast corner of this tract which bears S. 89°40'40" W. a distance of 3245.49 feet and N. 00°19'20" W. a distance of 2581.65 feet from the Southeast corner of Section 7, Block A, Lubbock County, Texas;

THENCE S. 89°40'40" W., along said North right-of-way line and the Southern boundary of said Lot 12, a distance of 50.00 feet to a 60 penny nail set for the Southwest corner of this tract;

THENCE N. 00°19'20" W. a distance of 968.82 feet to a 60 penny nail set for the Northwest corner of this tract;

THENCE N. 89°40'40" E. a distance of 20.00 feet to a 60 penny nail set in the Eastern boundary of said Lot 12, for the Northeast corner of this tract;

THENCE S. 00°19'20" E., along the Eastern boundary of said Lot 12, a distance of 788.82 feet to a 1/2" iron rod with cap found at a corner of said Lot 12, and a corner of this tract;

THENCE N. 89°40'40" E., continuing along the Eastern boundary of said Lot 12, a distance of 30.00 feet to a 1/2" iron rod with cap found at a corner of said Lot 12, and a corner of this tract;

THENCE S. 00°19'20" E., continuing along the Eastern boundary of said Lot 12, a distance of 180.00 feet to the Point of Beginning.

Bearings relative to the South line of Section 7, Block A, Lubbock County, Texas being previously recognized as S. 89°40'40" W.

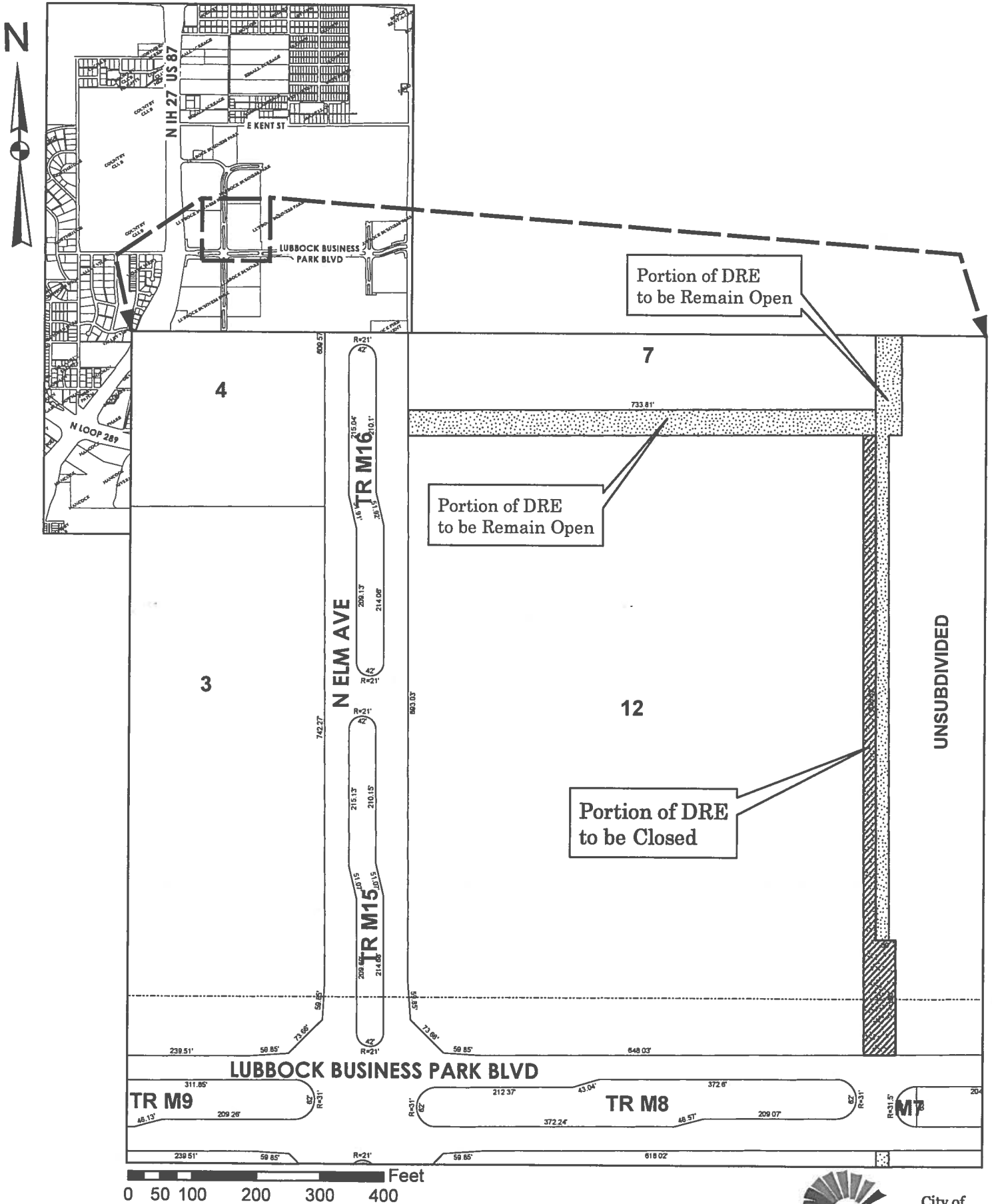
Contains: 0.569 acres

January 7, 2014

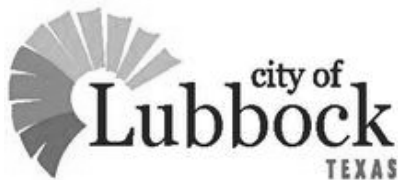
Brent Carroll
Registered Professional
Land Surveyor No. 5410
State of Texas



Proposed Closing of a Portion of a Drainage Easement Located in Lot 12, Lubbock Business Park Addition



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



Regular City Council Meeting

5. 7.

Meeting Date: 02/13/2014

Information

Agenda Item

Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 11746, an Agreement for Professional Services with Parkhill, Smith & Cooper (PSC), Inc. for construction phase services on the 34th Street paving improvement project from Quaker Avenue to Indiana Avenue.

Item Summary

This agreement is for construction phase services on the 34th Street paving project. The scope of work and compensation for the professional services was negotiated between the Public Works Engineering staff and Parkhill, Smith & Cooper, Inc (PSC). The scope of work includes participation in the Pre-Construction Conference, providing continuous on-site construction observation services for the duration of the project, recommendations regarding defective work by the Contractor, providing clarification and interpretations of the plans and specifications, preparing required Change Orders, reviewing shop drawings and sample submittals by the Contractor, reviewing and determining acceptability of substitutes proposed by the Contractor, review of testing results, provide recommendations for disputes between the City and the Contractor, prepare applications for monthly and final payments to the Contractor, conduct a final site visit, prepare final notice of acceptability of Contractor's work, and prepare Record Drawings of the as-built construction.

Coordination between the local business owners and the Engineer during this project to rebuild access points will require additional attention of the Engineer and the City's on site representative. Although considerable effort has been made to assure access requirements have been identified, on-site detail management will be required for the success of this project.

PSC is the Design Engineer for this 34th Street project. Instead of an amendment to their design contract, it was determined to execute a new agreement with PSC for their services during the construction phase of this project.

This agreement is for a "Not to Exceed" amount of \$857,290 for all labor and reimbursable expenses. PSC will invoice the City on a monthly basis at an hourly rate specified in the agreement, and for eligible reimbursable expenses. The Engineer will be paid for the work actually performed, and the "Not to Exceed" total amount cannot be exceeded without approval of the City.

The number of hours tasked to perform each item and proposed compensation rates have been reviewed by staff and are within the professional engineering scope necessary to complete this project.

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

Fiscal Impact

\$22,557,200 is appropriated in Capital Improvement Project 92217, 34th Street Reconstruction, with \$857,290 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution - PSC

Contract - PSC

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Agreement for Engineering Services for reconstruction of 34th Street from Indiana Avenue to Quaker Avenue, 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:ccdcs/RES.Agrmt-PS&C
January 9, 2014

**AGREEMENT
FOR
ENGINEERING SERVICES
(CONSTRUCTION PERIOD SERVICES)**

**for
Project #92217: 34th Street from Indiana Avenue to Quaker Avenue**

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 reconstruct a thoroughfare street on 34th Street from Indiana Avenue to Quaker Avenue (hereinafter referred to as the Project), and

WHEREAS, Owner requires certain professional engineering services in connection with the Project (hereinafter referred to as the Services) for the construction period; and

WHEREAS, Engineer is the engineer of record for the design of this Project (Project #92217, Resolution No. _____) and 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 & TERM OF CONTRACT

The effective date of this Agreement shall be_____. Unless amended, the ENGINEER will complete all work under this Agreement within twenty-four (24) months of the effective date, as shown in Exhibit B, Basic Construction Period Services Schedule.

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 Basic Engineering Services in accordance with Attachment B, Compensation, which is attached hereto and incorporated by reference as part of this Agreement, and compensation for Construction Period Services shall not exceed \$ 857,290.00 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 indemnify 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 \$1,000,000 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. Worker's Compensation and Employers 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 Worker's 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 \$1,000,000 each accident, \$1,000,000 by disease policy limit, and \$1,000,000 by disease each employee 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.

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 the Owners Representative as set forth in the Construction Contract.

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 Agreement 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 Agreement and shall proceed to cancel promptly all existing orders insofar as such orders are chargeable to this Agreement. The Engineer shall submit a statement showing in detail the work performed under this Agreement 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 Agreement, less all payments that have been previously made. Thereupon, copies of all completed work accomplished under this Agreement 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 Agreement and cancel all orders pursuant to the Agreement, 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 Agreement 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: Edwin E. Davis, 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 of 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 SOLELY BROUGHT IN LUBBOCK COUNTY, TEXAS.

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

ARTICLE 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, permitted 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, subject to Article 22, 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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF LUBBOCK, TEXAS

APPROVED AS TO CONTENT:


ATTEST:

Glen C. Robertson
Mayor


Rebecca Garza
City Secretary

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

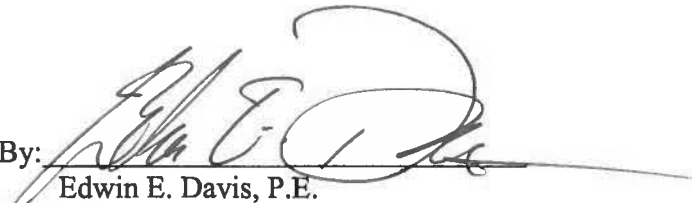


Chad Weaver
Assistant City Attorney



L. Wood Franklin, P.E.
City Engineer

PARKHILL, SMITH & COOPER, INC.

By: 

Edwin E. Davis, P.E.
Firm Principal

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES
SCOPE OF SERVICES**

Owner: City of Lubbock, Texas
Project #92217: 34th Street from Indiana Avenue to Quaker Avenue (Construction Period Services)

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. DEFINED TERMS

A. Wherever used in this Agreement (including Attachments hereto), the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. Addenda—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.
2. Application for Payment—the form acceptable to Engineer which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
3. Bid—the offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
4. Bidding Documents—The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.
5. Change Order—A document recommended by Engineer which is signed by Contractor and Owner to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.
6. Construction Agreement—the written instrument which is evidence of the agreement, contained in the Contract Documents, between Owner and Contractor concerning the Work.
7. Construction Contract—the entire and integrated written agreement between the Owner and Contractor concerning the Work.
8. Continuous Observation—Observation of construction on a basis that is sufficient to reasonably assure substantial compliance with the plans and specifications and is considered continuous as opposed to intermittent observation. Personnel performing continuous observation are not required to be on a specific site 100 percent of the time, but may leave a specific site for indefinite periods of time to observe other sites, observe other portions of project work, perform other assignments, or leave the site if no work is being performed that, in the opinion of the Engineer, requires observation.
9. Continuous Presence—See Continuous Observation.

10. **Contract Documents**—Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between Owner and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Special Provisions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendment, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.
11. **Construction Contract Times**—the numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
12. **Contractor**—an individual or entity with whom Owner enters into a Construction Agreement.
13. **Correction Period**—The time after Substantial Completion during which Contractor must correct, at no cost to Owner, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.
14. **Defective**—An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.
15. **Documents**—Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
16. **Drawings**—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by contractor. Shop Drawings are not Drawings as so defined.
17. **Effective Date of the Construction Agreement**—the date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.
18. **Engineer's Consultants**—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors. The term Engineer includes Engineer's Consultants.
19. **Field Order**—a written order issued by Engineer which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

20. General Conditions—that part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.
21. Intermittent Observation—Observation of construction on a basis such that specific milestones of construction progress are observed for substantial compliance with the plans and specifications prior to beginning work toward the next milestone. An example is checking steel reinforcement placement prior to concrete being placed, but not being on-site continuously while the reinforcement is being assembled.
22. Intermittent Presence—See Intermittent Observation.
23. Record Drawings—The drawings as issued for construction on which the Engineer, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information Engineer considers significant based on record documents furnished by Contractor to Engineer and which were annotated by Contractor to show changes made during construction.
24. Resident Project Representative—the authorized representative of Engineer, assigned to assist Engineer at the Site during the Construction phase. The Resident Project Representative will be Engineer’s agent or employee and under Engineer’s supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner.
25. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to Engineer to illustrate some portion of the Work.
27. Site—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, rights-of-way and easements for access thereto and such other lands furnished by Owner which are designated for use of Contractor.
28. Specifications—that part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. Substantial Completion—The Date of Substantial Completion shall be determined by the Engineer and Owner as the Date that construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work for the use for which it is intended. Minor items of Work may still remain to be completed following the Date of Substantial Completion, such as minor repairs, aesthetic items, and final cleanup. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
30. Special Provisions—that part of the Contract Documents which amends or supplements the General Conditions. Also may be referenced as Special Conditions.
31. Work—the entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing,

installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

32. **Work Change Directive**—A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by Owner upon recommendation of the Engineer, ordering an addition, deletion, or revision in the work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Time but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.
33. **Written Amendment**—a written amendment of the Contract Documents signed by Owner and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

II. BASIC CONSTRUCTION PERIOD SERVICES

- A. Upon award of a construction contract to a Contractor, and upon written authorization from Owner, Engineer shall:
 1. **General Administration of Construction Contract**—Consult with Owner and act as Owner's representative as authorized by Owner.
 2. **Resident Project Representative (RPR)**—Provide the services of an RPR at the Site to assist the Engineer and to provide observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in this Agreement. The furnishing of such RPR's services will not extend Engineer's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
 3. **Pre-Construction Conference**—Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 4. Engineer shall develop, implement and execute a written protocol for promptly notifying the Contractor and the Owner whenever the Engineer believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made, and advise the Contractor and the Owner of that part of work in progress that Engineer believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. Engineer will not be responsible for decisions the Owner makes that are not in agreement with the written recommendation provided by the Engineer.
 5. **Visits to Site and Observation of Construction**--In connection with observations of Contractor's work in progress while it is in progress:

- a. Engineer shall furnish a Resident Project Representative (“RPR”), assistants, and other field staff to assist the Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit A shall provide full time representation when primary construction work is in progress or may provide lesser representation to a lesser degree when full time representation is not required.
 - b. Through observations of Contractor’s work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Contractor’s Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or responsibility of construction for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents. RPR will report to Engineer, and Engineer will report to Owner and Contractor, whenever RPR or Engineer believes that any part of Contractor’s work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the Owner and Contractor of that part of work in progress that Engineer believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval. Perform verification testing for construction materials testing performed by Contractor’s testing agency. For this contract, the Owner has authorized the Contractor to administer the construction phase compliance testing contract. RPR should observe Contractor’s testing agency during the taking of tests, and will document the locations of field tests for future reference. The Owners contract with the Contractor should stipulate that that all test results from the Contractor’s testing agency are reported. This includes both passing and failing tests. Engineer will perform verification tests as needed to confirm the results of the Contractor’s testing agency, and will document all passing and failing tests.
6. Defective Work--Recommend to Owner that Contractor’s work be disapproved and rejected while it is in progress if, on the basis of such observations, Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Recommend to Owner that Contractor’s work be disapproved, repaired, or removed and replaced if test results received after work has been finished indicate the product does not meet the requirements of the specifications.
 7. Clarifications and Interpretations; Field Orders--Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion

of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

8. Change orders and Work Change Directives--Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
9. Shop Drawings and Samples--Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety, precautions and programs incident thereto.
10. Substitutes and "or-equal--" Evaluate, determine and recommend the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
11. Inspections and Tests--Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents.
12. Disagreements between Owner and Contractor—Engineer will offer recommendations to Owner and will render formal written decisions on all claims of Owner and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
13. Applications for Payment--Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amount that Engineer recommends Contractor is to be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents).

- b. Collect certified payroll from Contractor and check compliance with the Davis-Bacon wage rate law. Notify Owner and Contractor of any deficiencies.
 - 14. Contractor's Completion Documents.
 - a. Receive and review maintenance and operating instructions, schedules, and guarantees.
 - b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples, annotated record drawings, and other data which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
 - c. Engineer shall transmit these documents to Owner.
 - 15. Substantial Completion--Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of Owner, Engineer considers the Work Substantially Complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor. The certificate of Substantial Completion shall not be issued so long as major items of Work remain to be completed. Normally, only minor "punch list" items that do not affect the function of the Work can remain when a substantial completion certificate is issued.
 - 16. Final Notice of Acceptability of the Work--Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide "Notice of Acceptability of Work" that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement. Such notice shall not be issued until all items of the Work, including "punch list" items, are satisfactorily completed.
- B. Duration of Construction Phase. The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and subsequent notice to proceed from Owner to Engineer, and will terminate upon written recommendation by Engineer for final payment to Contractors and subsequent delivery of record drawings to Owner. In no case shall the duration of the construction phase exceed the duration in Exhibit B without modification of the professional services agreement and schedule.
- C. Resident Project Representative

This section of the Agreement defines the duties, responsibilities and limitations of authority of Resident Project Representative.

- 1. Engineer shall furnish Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work.
- 2. Through observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work.

3. The duties and responsibilities of the RPR are limited to those of Engineer in this Agreement with the Owner and in the Contract Documents, and are further limited and described as follows:
- a. **General:** RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
 - b. **Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 - c. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 - d. **Liaison:**
 - 1) Serve as engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.
 - 2) Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
 - e. **Interpretation of Contract Documents:** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
 - f. **Shop Drawings and Samples.**
 - 1) Record date of receipt of Samples and approved Shop Drawings.
 - 2) Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - 3) Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
 - g. **Modifications:** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
 - h. **Review of Work and Rejection of Defective Work:**
 - 1) Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - 2) Report to Engineer and Contractor whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part

of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- i. Inspections, Tests, and System Startups:
 - 1) Consult with Engineer in advance of scheduled major inspections and tests of important phases of Work.
 - 2) Verify that tests, equipment, and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - 3) Observe, record, and report to Engineer appropriate details relative to the test procedures and systems startups.
 - 4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.
 - 5) Document locations of field verification tests and keep a record of the locations of each test.
- j. Records:
 - 1) Maintain at the Site or at Engineer's offices orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
 - 2) Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures: and send copies to Engineer.
 - 3) Record names, addresses and telephone numbers of Contractors, subcontractors, and major suppliers of materials and equipment.
 - 4) Maintain records for use in preparing Project documentation.
 - 5) Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- k. Reports:
 - 1) Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - 2) Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - 3) Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.
 - 4) Report immediately to Engineer the occurrence of any Site accidents, any hazardous environmental conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

- l. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- m. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work. Completion:
 - 1) Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - 2) Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
 - 3) Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed or corrected.
 - 4) Observe whether all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.
- n. Resident Project Representative shall not:
 - 1) Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2) Exceed limitations of Engineer's authority as set forth in this Agreement or the Contract Documents.
 - 3) Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
 - 4) Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
 - 5) Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of Owner or Contractor.
 - 6) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7) Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - 8) Authorize Owner to occupy the Project in whole or in part.

D. Frequency of Construction Observation and Coordination

1. The frequency of construction observation and coordination is dependent on the Contractor's schedule, type of operation being performed, demonstrated quality of work, compliance with the plans and specifications, and site conditions.
2. The Engineer shall perform continuous or intermittent observation, as the Contractor's quality of work dictates, of the following typical construction activities expected for the Project:
 - a. Laying of storm sewer pipe and box culvert and adjacent trench backfilling.
 - b. Laying of water and sanitary sewer pipe and trench backfilling.
 - c. Excavation and backfill.
 - d. Placement of concrete for inlets, manholes and headwalls.
 - e. Placement of rock riprap and concrete riprap.
 - f. Placement of street flexible base and asphalt stabilized base.
 - g. Placement of emulsion, seal coat materials, or micro surfacing.
 - h. Placement of hot-mix asphaltic-cement concrete pavement.
 - i. Placement of Portland cement concrete paving, curb and gutter, driveways, wheelchair ramps, and sidewalk.
 - j. Preparation of surface for seeding and sod placement to include fertilizer application to subgrade.
 - k. Seeding operations to include placement of seed.
 - l. Traffic control device placement and traffic switches during shifts of phases.
 - m. Pavement markings.
 - n. Illumination.
 - o. Traffic Signals
 - p. Signs.
3. The Engineer shall perform intermittent observation of the following typical construction activities expected for the project:
 - a. For this contract the Owner has agreed to have the Contractor administer the construction phase compliance testing. Engineer shall perform construction materials verification field tests for density of soils, density of hot-mix asphalt pavement, compressive strength of concrete, air content of concrete, slump of concrete, and other such types of field testing called for in the Contract Documents.
 - b. Headwall construction involving excavation phase, subgrade preparation, reinforcing steel placement, formwork and backfill.
 - c. Inlet construction involving excavation phase, subgrade preparation, reinforcing steel placement, formwork, and backfill.
 - d. Solid sod placement for areas receiving sod.
 - e. Manhole construction.
 - f. Temporary items such as:
 - 1) Traffic control devices.
 - 2) Storm water pollution prevention devices.
 - 3) Temporary facilities and controls.
 - 4) Project cleanup.
 - g. Portland cement concrete pavement and curb-and-gutter subgrade, formwork, steel placement, pavement thickness, applicable dowels and finishes.

- E. Post-Construction Period Services
 - 1. Record Drawings. Prepare record drawings from information and drawing markups supplied by Contractor.
- F. Deliverables
 - 1. One reproducible set of record drawings delivered to Owner.
 - 2. One non-reproducible set of record drawings delivered to Owner.
 - 3. Compact discs containing the electronic files of the record drawings delivered to Owner.
 - 4. One set of RPR inspection logs delivered to Owner.
 - 5. Owner copies of Contractor submittals.
 - 6. Owner copies of test results.
 - 7. Original wage rate logs (certified payroll) from Contractor.
- G. Supplemental Construction Period Services
None.
- H. Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work on behalf of the Contractor. Engineer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

III. ADDITIONAL SERVICES

- A. At the request of the Owner, the Engineer will provide Additional Services as included herein or 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 include but are not limited to:
 - 1. Providing construction, property or other special field surveys.
 - 2. Construction materials testing services beyond spot checking of the work.
 - 3. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
 - 4. Excessive presence on the project or on project-related items above the man-hour allowances in Exhibit A-1.
- C. Any work requested by the Owner that is not included in one of the items listed in any other place will be classified as Additional Services.
- D. Additional services may be authorized by a notice-to-proceed in writing from the City Engineer and addressed to the Engineer.

**ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES
COMPENSATION**

Owner: City of Lubbock, Texas
Project #92217: 34th Street from Indiana Avenue to Quaker Avenue (Construction Period Services)

COMPENSATION

BASIC 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 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 15 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 _____, and are also contingent on the construction Contractor's diligent prosecution of the Work. If start of Basic Services is not authorized by date given, it is understood and agreed that the upper billing limit will 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.
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 the schedule established in Exhibit B, provided the construction Contractor completes the project within the same period of time starting with a notice-to-proceed to the Contractor. The attached schedule can be adjusted based on the actual date of the Owner's notice-to-proceed and subsequent time extensions given to Contractor.

B. BASIC CONSTRUCTION PERIOD ENGINEERING SERVICES

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

**TOTAL BASIC CONSTRUCTION PERIOD SERVICES NOT TO EXCEED
\$ 857,290.00 WITHOUT AUTHORIZATION**

(See Exhibit A-1 for itemized breakdown of costs)

2. The Engineer shall start the performance of the Basic Construction Period Services within ten (10) days of receipt of notice to proceed and will complete the Basic Construction Period Services within the schedule established by Exhibit B, contingent on the construction Contractor's prosecution of the work.

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 #92217: 34th Street from Indiana Avenue to Quaker Avenue (Construction Period Services)

COMPENSATION RATES

Hourly fees listed herein will apply through the term of the twenty-four (24) month contract, and apply until December 2015. If the term of the contract is extended by mutual agreement beyond December 2015, then these rates may be evaluated for modification after December 2015, at the request of the Owner, by multiplying the hourly fee by the Consumer Price Index increase published on or after December 2015 and each successive year thereafter.

A. PERSONNEL SERVICES

<u>Category of Personnel</u>	<u>\$/HR</u>
<u>Parkhill, Smith & Cooper, Inc.</u>	
Principal-in-Charge	205.00
Project Manager	186.00
Professional Engineer	167.00
Engineer-in-Training	115.00
Resident Project Representative	127.00
Drafter/CADD Operator/Project Assistant	84.00
Clerical	76.00
<u>Hugo Reed and Associates, Inc.</u>	
Principal-in-Charge	150.00
Engineer or Surveying Project Manager	145.00
Senior Registered Professional Land Surveyor	140.00
Professional Engineer	110.00
Engineer-In-Training	90.00
Technician or Survey Crew Manager	75.00
Survey Crew	175.00

Category of Personnel

\$/HR

Testing Facility

Professional Engineer	150.00
Technician or Designer	35.00
Clerical	35.00

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. Telegraph costs, long distance telephone costs, cell phone usage and project "onsite" telephone costs.
4. Reproduction of reports, drawings and specifications.
5. Postage and shipping 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 fifteen (15) percent surcharge.

**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES
OWNER'S RESPONSIBILITIES**

Owner: City of Lubbock, Texas
Project #92217: 34th Street from Indiana Avenue to Quaker Avenue (Construction Period Services)

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 of facts and circumstances regarding the Project actually known by Owner.
5. A Project Manager fully acquainted with the Project who has authority to approve changes in the Project within the delegated authority of the Project Manager, render decisions promptly, and furnish information in a reasonable time frame. It is recognized that certain changes or decisions will require City Manager and/or City Council approval.
6. Pay all costs for advertising and reproduction incident to advertising public meetings except for those public meetings advertisements which the Engineer is obligated to perform under Basic or authorized Supplemental Services.
7. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer, obtain advice of an attorney, insurance counselor and other consultants as 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.
8. 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.

9. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of any defect in the Project.
10. Cooperate with Engineer in securing preliminary approvals and consensus from the governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
11. 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.

ATTACHMENT D
ENGINEER'S RESPONSIBILITIES

- I. The Engineer's responsibilities under this agreement are shown in Attachment A and Exhibit A-1 for Basic Construction Period Services.

- II. The Engineer's responsibilities shown in Exhibit A-1 are congruent with the Scope of Services given under Attachment A.

EXHIBIT A-1
BASIC CONSTRUCTION PERIOD SERVICES
TASKING, MAN-HOURS, REIMBURSABLES, AND SUBCONTRACTORS

EXHIBIT A-1

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET

LOCATION CODE: 01
 PROJECT NAME: 34th ST Reconstruction
 JOB NO.: 01-2692-12
 TASK: 3CPS
 DATE: 01/07/13



FEE TYPE: Hourly Rate w/Max
 PREPARED BY: Jackson
 PRINCIPAL: Hamilton
 PROJ. MANAGER: Jackson

OVERHEAD RATE: 0.00%
 PROFIT ON LABOR: 15.00%
 PROFIT ON REIMB: 15.00%
 PROFIT ON DIRECTS: 0.00%

TOTAL FEE:	<u>\$857,290</u>	LABOR:	<u>\$772,663</u>
LABOR:	<u>\$671,881</u>	DIRECTS:	<u>\$71,375</u>
OVERHEAD:	<u>\$0</u>	SUBTOTAL:	<u>\$844,038</u>
REIMB. CONSULTANTS:	<u>\$0</u>		
REIMB. EXPENSES:	<u>\$11,524</u>	REIMB. FEE:	<u>\$13,252</u>
DIRECT CONSULTANTS:	<u>\$71,375</u>		
DIRECT EXPENSES:	<u>\$0</u>	TOTAL FEE:	<u>\$857,290</u>

LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	10	\$1,783
03	Engineer	58	\$9,381
03	Engineer	544	\$79,000
07	Engineer-in-Training	406	\$40,600
19	Printer	4,268	\$508,447
14	CADD Operator	298	\$21,766
18	Clerical	165	\$10,905

SALARY	CATEGORY OF PERSONNEL							TOTAL
	RATE PER HOUR							
TASK	FP 01	ENG 03	ENG 03	EIT 07	RPR 19	CADD OPT 14	CLERICAL 18	
Trips	\$178.26	\$161.74	\$145.22	\$100.00	\$119.13	\$73.04	\$66.09	
Construction Phase Services - Engineer								
Pre Construction Conference: Prepare Agenda, Attend Meeting, Prepare and Distribute Meeting Minutes.		2	5	2	2		2	13
Progress Meetings (Biweekly): 18 Month Duration*2.15 meetings/mo. = 39 <u>Attendees:</u> 39 mtgs.*1.5 hrs./mtg. = 63 hrs. <u>PASS:</u> Each Meeting = Prepare Agenda (0.5 hr.), Prepare and Distribute Meeting Minutes (1.5 hr.) = 2.0 hr/mtg. 39 mtgs.*2.0 hrs./mtg. = 137 hrs.			63	63			63	189
Visits to Site and Observation of Construction: 18 month duration, Estimate 1 visit/week @ 1 hr/visit: 18 mo*4.33 wk/mo*1 visits/wk*1 hrs/visit = 78 hrs	1	5	78	50				134
Coordination, Correspondence, and Responses to Questions from Contractor, City of Lubbock, RPR, and Public: 18 month duration, Estimate 1.0 hr/day: 18 mo*4.33 wk/mo* 5 day/wk*.5 hr/day = 195 hrs	8	16	195				10	229
Contract management (invoicing, coordination) 1 hrs/mo *18 mo		18					27	45
Clarifications and Interpretations; Field Orders: Estimate 4 field orders at 2 hrs/field order.			8	8		2	3	21
Change Orders and Work Change Directives: Estimate 3 Change Orders at 3 hrs/change order.		3	9	9		3	3	27
Shop Drawings and Samples Estimate 20 Submittals			5	30			10	45
Inspections and Tests: Coordination with Testing Lab, Review test reports, etc.			15				6	21
Applications for Payment: 18 progress payment applications			18	6	54		18	96
Contractor's Completion Documents: Receive and review documents, transmit to Owner.			6	12			6	24
Substantial Completion: Includes Site Visit with Owner, Preparation of Punch List Items, Verification that Project is Complete, and Preparation of a Certificate of Substantial Completion.		3	6	6			6	21
Final Notice of Acceptability of the Work: Includes Site Visit with Owner and Preparation of Acceptance Documents.		3	6	12			6	27
Construction Phase Services - RPR								

FEE ESTIMATING SHEET	PROJECT:	34th ST Reconstruction	JOB NO.:	01-2692-12	TASK:	3CPS
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TASK	CATEGORY OF PERSONNEL							TOTAL
	FP 01	ENG 03	ENG 03	EIT 07	RPR 19	CADD OPT 14	CLERICAL 18	
Trips	\$178.26	\$161.74	\$145.22	\$100.00	\$119.13	\$73.04	\$66.09	
Full Time RPR: Construction Period = 18 months. Average of 26 working days/month. Full Time Average of 9 hours/day. 18 months*26 wkng days/mo.*9 hrs/day = 4212 hrs					4212			4,212
Post Construction Period Services								
Record Drawings: PSC Sheets - 147 plan sheets @ 0.25 hrs/sht for CADD 147*0.25 hrs/sheet = 37 hrs		1	10	20		37		68
Deliverables								
Produce 1 Set of Reproducible Record Drawings (147 sheets mylar). 1 Print of Record Drawings (147 sheets paper). 1 CD of files. 1 Set RPR logs. 1 Owner set of Contractor submittals.		1	4	12		12		29
34th St/Quaker Ave Intersection Design								
Quaker intersection drainage analysis and design			18	36		32		86
Iterative contour modeling of Quaker Intersection options	1	1	36	60		96		194
Meeting with City to discuss design options			6	6		4	1	17
Coordination for intersection utilities - LP&L and AT&T utility poles			8	8		4		20
Coordination of Alley and Driveway design within Intersection			10	10		6	2	28
Meeting with businesses affected by intersection and median		2	8	8		4	2	24
Storm sewer inlet analysis within the limits of the intersection			10	10		16		36
PSC Sheets - Revision to plan sheets for additional area of Intersection		2	8	20		44		74
Intersection Traffic Control Design		1	12	18		38		69
BUDGET SUBTOTALS: HOURS/ Trips -	10	58	544	406	4268	298	165	5749
SALARY	\$1,783	\$9,381	\$79,000	\$40,600	\$508,447	\$21,766	\$10,905	\$671,881

EXHIBIT A-1
CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES
34th Street Reconstruction (Quaker Ave to Indiana Ave)
Estimate of Reimbursable Expenses - CONSTRUCTION PHASE SERVICES
WORKSHEET 3

Fee Schedule for Lubbock Texas & Surrounding Area

December 2011

Testing Fee

Soils	
Standard Proctor (4" mold)	\$ 90.00
Standard Proctor (6" mold)	\$ 100.00
Modified Proctor	\$ 110.00
Atterburg Limits	\$ 37.50
Classification of soils Including washed	\$ 50.00
Dry Gradation	\$ 35.00
Washed Gradation	\$ 45.00
Nuclear Density (3 min)	\$ 25.00
Moisture content	\$ 15.00
Resistivity	\$ 250.00
Flex Base	
Standard Proctor (6" Mold)	\$ 100.00
Modified Proctor	\$ 110.00
Depth Check	\$ 20.00
Wet Ball Mill	\$ 200.00
Atterburg Limits	\$ 37.50
Bar Linear Shrinkage	\$ 42.50
Dry Gradation	\$ 35.00
Washed Gradation	\$ 45.00
Nuclear Density (3 min)	\$ 25.00
Moisture content	\$ 15.00
Aggregate	
Dry Gradation	\$ 35.00
Washed Gradation	\$ 45.00
Moisture content	\$ 15.00
Magnesium Soundness	\$ 400.00
L.A. Abrasion	\$ 175.00
Flat and Elongated	\$ 25.00
Crushed Face Count	\$ 25.00
Decant	\$ 15.00
Deleterious	\$ 35.00

EXHIBIT A-1
CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES
34th Street Reconstruction (Quaker Ave to Indiana Ave)
Estimate of Reimbursable Expenses - CONSTRUCTION PHASE SERVICES
WORKSHEET 3

Fee Schedule for Lubbock Texas & Surrounding Area

December 2011

Sand	
Dry Gradation	\$ 35.00
Washed Gradation	\$ 45.00
Fineness Modulus	\$ 20.00
ASR- Acid Insoluble Residue	N/A
Inorganic Impurities -Color Test	\$ 50.00
Sand Equivalent	\$ 40.00
Hot Mix Testing	
Asphalt Content (Ignition) / Gradation	\$ 150.00
TxDOT Gyrotory (set of 3)	\$ 135.00
Marshal Lab Density (set of 3)	\$ 90.00
Marshal Stability / Flow (set of 3)	\$ 105.00
Max Theoretical Density / Air voids	\$ 75.00
Asphalt Cores per inch (Min 3")	\$ 25.00
Core Thickness Test	\$ 15.00
In Place Density (from cores)	\$ 25.00
Set Rolling Patterns (Nuclear Gauge & Technician) (hourly)	\$ 35.00
Hamburg Wheel Tracking	\$ 475.00
Boil Test	N/A
Abson Recovery W extraction	N/A
Asphalt Pen	N/A
Concrete	
Field Testing of Fresh Concrete Includes 1 each (slump, air, temp, and up to 4 cyld)	\$ 35.00
Compression Testing of Cyld	\$ 14.00
Concrete Cores per inch (min 4")	\$ 35.00
Concrete Mix Design	\$ 1,500.00
Technician / Engineering	
Technician Hourly (Overtime X 1.5, Sun X 2)	\$ 35.00
Professional Engineering Hourly	\$ 150.00
Pick Up / Sample Material	\$ 35.00

EXHIBIT A-1
CITY OF LUBBOCK, TEXAS
ENGINEERING SERVICES
34th Street Reconstruction (Quaker Ave to Indiana Ave)
Estimate of Reimbursable Expenses - CONSTRUCTION PHASE SERVICES
WORKSHEET 3

Fee Schedule for Lubbock Texas & Surrounding Area

December 2011

Mileage	
Local Trip Charge	\$ 20.00
Outside Lubbock - Vehicle (per mile)	\$ 0.55
Outside Lubbock - Travel Technician (hourly)	\$ 35.00

TESTING BUDGET = 0.75% of Construction Bid (\$5,453,267)	\$ 40,900.00
---	---------------------

The testing budget is calculated at 1.00% of the construction OPC. This establishes an allowance for testing materials for quality assurance of the Contractor's work and Contractor's testing agency. The actual testing quantities are subject to the Contractor's operations and materials furnished. The budgeted amount shall not be exceeded unless authorized by the City of Lubbock. Should the budgeted amount be met without additional monies being approved by the City of Lubbock for necessary testing, then testing will be suspended. Testing by the Engineer is for quality assurance of the Contractor's work and of the Contractor's testing agency. The bulk of the materials testing will be by the Contractor's testing agency.

FEE ESTIMATING SHEET		PROJECT:	34th ST Reconstruction	JOB NO.:	01-2692-12	TASK:	3CPS	
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								
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	10025 MILES @	\$0.550	@	1 TRIPS	=	\$5,513.75		
SUBTOTAL							\$5,514	
522 REPRODUCTIONS								
BLUELINE PRINTS		SHTS @	\$2.55 @	8 SETS =				
SEPIA PRINTS	188	SHTS @	\$6.00 @	1 SETS =	\$1,128.00			
PRINTING:								
ORIGINAL SET-UP COST		ORIGINALS @	\$0.15 /ORI.	=				
COST PER SHEET	1	SETS @	\$0.20 /SHT @	1000 SHEETS =	\$200.00			
BINDING COST	116	SETS @	\$2.00 /SET	=	\$232.00			
XEROX	500	SHTS @	\$0.10 /SHT	=	\$50.00			
SUBTOTAL							\$1,810	
523 MODEL/RENDERINGS/PHOTOS								
			Shots @	/Shot				
524 TELEPHONE								
			Calls @	/Call				
525 MEALS								
			DAYS @	MEN @	/MANDAY			
528 FIELD SUPPLIES								
528 POSTAGE	35	Mailings @	\$10.00 /Mailing			\$350		
529 PUBLICATIONS & SUBSCRIPTIONS								
530 MISC REIMBURSABLE EXP	Full time RPR cell phone - 20 mo., Part time RPR cell phone - 7 mo. (\$150 per month x 27 months)						\$4,050	
531 FAX								
			Pages @					
532 TEMPORARY PERSONNEL								
533 DRAFTING SUPPLIES								
534 OFFICE SUPPLIES								
535 CADD		HOURS @	\$10.00 /HOUR					
536 FIELD EQUIP RENTAL								
546 SOFTWARE								
TOTAL REIMBURSABLE EXPENSES							\$11,524	

FEE ESTIMATING SHEET		PROJECT:	34th ST Reconstruction	JOB NO.:	01-2692-12	TASK:	3CPS
DIRECTS							
DIRECT CONSULTANT COSTS							SUBTOTAL
611 STRUCTURAL CONSULTANTS							
612 MECH/ELEC CONSULTANTS							
613 ENV & CIVIL CONSULTANTS							
614 LANDSCAPE CONSULTANTS							
615 TESTING CONSULTANTS							
616 SURVEYING CONSULTANTS							
617 INTERIOR DESIGN CONSULTANTS							
618 OTHER CONSULTANTS							
TOTAL DIRECT CONSULTANTS							\$71,375
DIRECT EXPENSES							
621 TRAVEL/LODGING							
MOTEL	DAYS @		MEN @	/MANDAY	=		
AIR TRAVEL	AIR FARE @		MEN @	/MAN	=		
PARKING	DAYS @		/DAY		=		
CAR RENTAL	DAYS @		/DAY		=		
MILEAGE	MILES @	\$0.505	@	TRIPS	=		
							SUBTOTAL
622 REPRODUCTIONS							
BLUELINE PRINTS		SHTS @	\$2.55	@	SETS =		
SEPIA PRINTS		SHTS @	\$8.51	@	SETS =		
PRINTING:							
ORIGINAL SET-UP COST		ORIGINALS	@	\$0.15 /ORI.	=		
COST PER SHEET		SETS @	\$0.08 /SHT	@	SHEETS =		
BINDING COST		SETS @	\$2.00 /SET		=		
XEROX		SHTS @	\$0.08 /SHT		=		
							SUBTOTAL
623 MODEL/RENDERINGS/PHOTOS							
			Shots @	/Shot			
624 TELEPHONE							
		Calls @	/Call				
625 MEALS							
		DAYS @	MEN @	/MANDAY			
626 FIELD SUPPLIES							
626 POSTAGE							
		Mailings @	/Mailing				
629 PUBLICATIONS & SUBSCRIPTIONS							
630 MISC DIRECT EXP							
631 FAX							
		Pages @					
632 TEMPORARY PERSONNEL							
633 DRAFTING SUPPLIES							
634 OFFICE SUPPLIES							
635 CADD							
		298 HOURS @	/HOUR				
636 FIELD EQUIP RENTAL							
646 SOFTWARE							
TOTAL DIRECT EXPENSES							

EXHIBIT B
BASIC CONSTRUCTION PERIOD SERVICES SCHEDULE

**City of Lubbock 34th Street Paving Improvements
Quaker Avenue to Indiana Avenue
Period Services Schedule**

Milestone A (Approximately from Station 150+44 to Station 156+00) –**98 working days** (to Substantial Completion)

Milestone B (Approximately from Station 156+00 to Station 181+00) –**88 working days** (to Substantial Completion)

Milestone C (Approximately from Station 181+00 to Station 204+50) –**84 working days** (to Substantial Completion)

Final Completion –**345 working days from Notice to Proceed**

**City of Lubbock, TX
Capital Project
Project Cost Detail
February 13, 2014**

Capital Project Number: 92217
 Capital Project Name: 34th St Reconstruction - Indiana Ave to Avenue Q

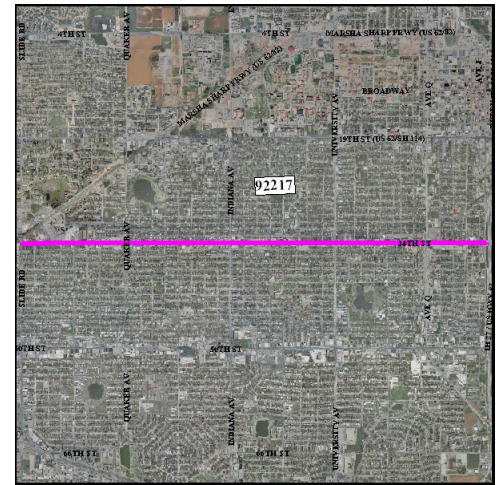
	Budget
<i>Encumbered/Expended</i>	
Parkhill Smith and Cooper, Inc - Design Phase 1	\$ 1,812,793
City of Lubbock Staff Time	84,876
Lone Star Dirt and Paving Contract - Construction 1	8,988,866
Parkhill Smith and Cooper - Construction Phase Services 1	988,091
Parkhill Smith and Cooper, Inc - Design Phase 2	561,625
Advertising and Promotion	732
Traffic Systems	59,413
Municipal Billing	5,151
Allen Butler Construction, Inc.-Construction 2	5,453,267
 <i>Agenda Item February 13, 2014</i>	
Parkhill Smith and Cooper - Construction Phase Services 2	857,290
<i>Encumbered/Expended To Date</i>	18,812,104
 <i>Estimated Costs for Remaining Appropriation</i>	
City of Lubbock Staff Time	35,000
City of Lubbock Traffic Items	60,000
Construction	3,650,096
<i>Remaining Appropriation</i>	3,745,096
Total Appropriation	\$ 22,557,200

Managing Department **Public Works Engineering**

Project Manager **Neil Welch**

Project Classification **Bond Election Project - 2009**

Project Status **Approved**



Project Scope

Reconstruct 34th Street from Avenue Q to Quaker Avenue, or as far as funding will allow, to a standard T-1 throughfare design (66 feet in width). This will provide for 2 lanes of traffic in each direction plus a continuous left turn lane.

Project Justification

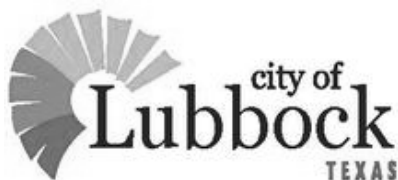
34th Street is over 50 years old and needs to be reconstructed. The project includes the reconstruction of the five-lane throughfare in concrete paving, sidewalks, driveways, and other necessary design details.

Project History

\$3.9 million was appropriated in FY 2009-10 Budget Amendment No. 5, Ord. No. 2009-O0106, December 2, 2009.
 \$16,825,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
 Reduced funding in FY 2010-11 by \$15,725,000 and moved to FY 2011-12 due to project not being bid until 2011-12.(2011-O0080, September 8, 2011)
 Reduced funding \$5,725,000 due to bid for project coming in much lower than expected.
 \$6,490,978 was appropriated in FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
 Reduced funding \$765,978 in FY 2012-13 Budget Amendment No. 1, Ord. No. 2012-O0107, October 11, 2012.
 \$1,832,200 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
Construction	16,825,000	1,832,200	0	0	0	0	0	18,657,200
Design and Engineering	3,900,000	0	0	0	0	0	0	3,900,000
Total Project Appropriation	20,725,000	1,832,200	0	0	0	0	0	22,557,200

Funding Detail	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
FY 2010 General Obligation Bonds	3,900,000	1,832,200	0	0	0	0	0	5,732,200
FY 2011 General Obligation Bonds	1,100,000	0	0	0	0	0	0	1,100,000
FY 2012 General Obligation Bonds	10,000,000	0	0	0	0	0	0	10,000,000
FY 2013 General Obligation Bonds	5,725,000	0	0	0	0	0	0	5,725,000
Total Funding Sources	20,725,000	1,832,200	0	0	0	0	0	22,557,200



Regular City Council Meeting

5. 8.

Meeting Date: 02/13/2014

Information

Agenda Item

Resolution - Public Works Wastewater: Consider a resolution authorizing the Mayor to execute Amendment 5 to contract 8773 with Terracon Consultants, Inc., for professional engineering and geosciences services for groundwater monitoring and remediation at the Land Application Sites.

Item Summary

In November 2008, the City entered into an agreement with Terracon Consultants for professional services necessary for compliance with the Agreed Order with the Texas Commission on Environmental Quality (TCEQ) for the Lubbock (LLAS) and Hancock Land Application Sites (HLAS).

Amendment 1 included well sampling, groundwater flow modeling, and annual groundwater quality and water level monitoring reports as part of the groundwater remediation project at the two sites.

Amendment 2 included strategic planning for the two sites involving regulatory compliance and closure issues; and the required annual TCEQ groundwater reports for LLAS and HLAS summarizing the project history and monitoring activities, including tabular sampling, gauging results, and maps of nitrate iso-concentrations with potentiometric contours. Source characterization studies at LLAS were completed to delineate the horizontal and vertical extent of nitrate in the groundwater, evaluate the potential that deep-seated sources of leachable nitrate might exist in the unsaturated zone beneath the LLAS, investigate if denitrifying bacteria are present in selected locations to aid in the natural attenuation of nitrate, and analyze nitrogen isotope to identify other sources of nitrate in the groundwater that may not be related to LLAS irrigation operations.

Amendment 3 included strategic planning for the two sites involving regulatory compliance and closure issues, the required annual TCEQ groundwater reports for LLAS and HLAS summarizing the project history and monitoring activities, and tabular sampling, gauging results, and maps of nitrate iso-concentrations with potentiometric contours. At the LLAS, the consultant reviewed existing publicly available information to fill data gaps, made recommendations concerning possible revisions to the groundwater monitoring program, conducted supplemental borings to evaluate the potential that deep-seated sources of leachable nitrate might exist in the unsaturated zone beneath the LLAS, constructed a model to predict nitrate travel times and loading rates to the underlying groundwater, and integrated the findings of the 2011 work that evaluated alternative pumping scenarios with the unsaturated zone modeling work to develop conceptual alternative groundwater remedial approaches at the LLAS. At the HLAS, the consultant performed five soil borings at selected locations to conduct a deep seeded nitrogen investigation.

Amendment 4 included five additional soil borings at LLAS, intended to supplement similar work completed in 2011 and 2012, which identified potential sources of deep seated nitrogen in unsaturated soils beneath certain areas of the LLAS. The information obtained from the additional soil borings was used by the consultant to build upon the unsaturated zone modeling work, done in 2012, to predict nitrate travel times and loading rates to the underlying groundwater. These efforts are providing an overall approach to develop an optimized groundwater recovery system for the LLAS.

Amendment 5 includes five additional soil borings at LLAS on the Contract/210 plots not owned by the City and on which AWT nitrogen and water balance data indicate a potential for excess nitrogen or water application. The information obtained from the additional soil borings will be used by the consultant to supplement work done in previous years to predict nitrate travel times and loading rates to the underlying groundwater. There will also a remedial system design optimization for the LLAS to search for the best strategy to remediate the plume while simultaneously honoring all the subsurface flow and transport processes and project economics. This optimization incorporates and processes all the same cost information in a project planning spreadsheet which will include the cost of new, or rehabilitation of existing, extraction wells (drilling and equipment), pipeline and construction. A workshop with City staff will be scheduled to present design objectives before optimization begins. After the workshop, the consultants will prepare a Draft Design Basis Report to fully document the design objectives, all input data and assumptions used in the analysis, and the modeling and optimization tools.

The contract term is one year. Compensation for services will not exceed \$268,800.

Fiscal Impact

\$299,723 is appropriated in the FY 2013-14 Wastewater Operating Budget, with \$120,300 available for this purpose; and \$400,000 is appropriated in Capital Improvement Project 8531, Land Application Optimization, with \$148,500 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Contract - Terracon

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Amendment to a Professional Services Agreement, by and between the City of Lubbock and Terracon Consultants, 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 _____, 2014.

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:



Amy L. Sims, Assistant City Attorney

January 2014

STATE OF TEXAS

COUNTY OF LUBBOCK

**FIFTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

This Fifth Amendment to Professional Service Agreement is entered into this _____ day of _____, 2014 between the City of Lubbock, a Texas municipal corporation (hereinafter called "the City") and Terracon Consultants, Inc. (the "Engineer"), a Delaware corporation.

WHEREAS, the Engineer and the City have previously entered into certain Professional Service Agreement dated November 20, 2008, Resolution No. 2008.R0453 (Contract #8773) (hereinafter called "the Agreement"); and

WHEREAS, the Engineer and the City previously amended the Agreement on January 26, 2012, Resolution No. 2012-R0041; and

WHEREAS, the City and the Engineer hereby desire to further amend said agreement.

NOW THEREFORE, the City and the Engineer hereby agree to amend the Agreement as follows:

- 1) That "Attachment A" of the Agreement is hereby substituted and replaced with "Attachment A1.2014" that is that is attached hereto.
- 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.

January 2014

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date first written above.

CITY OF LUBBOCK

GLEN ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Attorney

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Amy L. Sims, Assistant City Attorney

TERRACON

By: _____

Name: John Cuddihoe

Title: Principal

ATTACHMENT A1.2014

Described below is the scope of work and associated fees for Terracon to provide consulting services to the City of Lubbock for the Hancock Land Application Site (HLAS) and Lubbock Land Application Site (LLAS). This exhibit outlines specific tasks, budgets, and not to exceed amounts for Terracon to complete the scope of work. Terracon's fee schedule that will be used for negotiating fees for Additional Services not included in this scope of work is also attached.

Specific tasks to allow Terracon to assist the City to define project strategies and/or interface with the Texas Commission on Environmental Quality (TCEQ) are included in this scope of work. In addition, Terracon has included tasks to manage project data and prepare state mandated routine annual monitoring reports for the HLAS and LLAS for submission to the TCEQ in May 2014. The 2014 Annual Report for the LLAS will include an updated groundwater model for the LLAS that was originally revised for the 2010 Annual Report. In addition, specific tasks are included to evaluate additional information pertaining to water and soil quality, and groundwater elevations in the vicinity of the LLAS and HLAS.

Additional tasks such as the installation of groundwater monitoring wells, and efforts to prepare a revised remediation plan for the LLAS in 2014 may be negotiated as Additional Services and may be added to this Agreement by amendment hereof.

Task 1 – Strategic Planning and Meetings

This task includes the review of updated project data as necessary, site visits, strategic planning with the City of Lubbock, and interfacing with City of Lubbock Staff and TCEQ regulators. Terracon will meet with City of Lubbock personnel to discuss strategic planning for the LLAS and HLAS including regulatory compliance and closure issues. The strategic planning session(s) will address both short-term and long-term planning. The short-term planning discussions will include wastewater operations, farming operations, and remediation activities at the LLAS. The long-term planning discussions will include the wastewater development and water use planning and the beneficial use of the property. The long-range planning will also be used to develop a monitoring, remediation, and closure strategy for the LLAS. At least one strategic planning meeting in Lubbock is proposed during the course of the year. Additional project meetings will be scheduled as necessary.

Terracon will assist the City of Lubbock with their discussions with the TCEQ as necessary. The LLAS is currently operated, monitored, and remediated pursuant to the permit effective January 1, 2012. Terracon will assist the City of Lubbock as necessary, and as requested, to evaluate technical issues pertaining to the permit. If requested, a detailed scope of work will be prepared as a supplemental task in 2014 to prepare a revised groundwater remediation plan for the LLAS in 2014.

Task 2 – HLAS Annual Budget

Terracon shall complete two main project tasks related to compliance with the City of Lubbock's TPDES permit No. 10353-002 related to the HLAS. The project tasks and associated work scope are summarized below.

HLAS Data Management

This task will involve database file management including database updates, preparation of supporting graphs, and review of data provided by the City of Lubbock during the fiscal year. The City of Lubbock will collect onsite groundwater samples, gauge monitor wells, and procure laboratory services. The city-contracted laboratory will be NELAC accredited. Sampling data will not be reviewed and reported pursuant to TRRP-13 (Review and Reporting of COC Concentration Data). Thus, Terracon has not included a usability review of the data or the preparation of a Data Usability Summary (DUS).

It is anticipated that the following data will be collected, compiled, and included in the databases during the fiscal year:

- Annual groundwater level measurements from thirty-one offsite irrigation wells measured by the High Plains Underground Water Conservation District;
- Quarterly nitrate data from southern onsite monitor wells (MW-1A, MW-2A, MW-34, MW-35, and MW-36);
- Semi-annual nitrate data from 36 onsite wells;
- Annual static water level data from 36 onsite wells;
- Annual groundwater quality data from 36 onsite wells;
- Annual groundwater quality field sampling data (i.e., pH, conductivity, oxidation/reduction potential, dissolved oxygen, and temperature) from 36 onsite wells; and
- Annual groundwater data from offsite private wells sampled as part of the bottled water program administered by the City of Lubbock.

Terracon will integrate laboratory and field collected data into existing databases. Terracon will review the data for trends and spatial distribution. Throughout the year, as data are compiled and reviewed, Terracon will evaluate the data and communicate findings with the City of Lubbock staff and attorneys.

HLAS Annual Report

This task involves preparation of the HLAS annual report. The HLAS annual report will summarize the project history and monitoring activities, and will include tabular sampling and gauging results and maps of nitrate iso-concentrations and potentiometric contours. Terracon will prepare a draft report that will be submitted to the City of Lubbock and attorneys for review and comments. Terracon will work with the City of Lubbock and attorneys to address any comments and will prepare a final report. The report will be sealed by a licensed professional geoscientist or licensed professional engineer. The report is due to the TCEQ by the end of May.

Task 3 – LLAS Annual Budget

Terracon shall initially complete three main project tasks related to compliance with the City of Lubbock's TPDES Permit No. 10353-002 related to the LLAS and one supplemental task. The three project tasks and associated work scope are summarized below.

LLAS Data Management

This task will involve database file management including database updates, preparation of supporting graphs, and review of data provided by the City of Lubbock during the fiscal year. The City of Lubbock will collect onsite groundwater samples, gauge monitor wells, and procure laboratory services. The city-contracted laboratory will be NELAC accredited. Sampling data will not be reviewed and reported pursuant to TRRP-13. Thus, Terracon has not included a usability review of the data or the preparation of a DUS.

It is anticipated that the following data will be collected, compiled, and included in the databases during the fiscal year:

- Monthly groundwater production data for approximately 40 recovery wells and the booster pump station;
- The amount of water sent to the JBLS, golf course, cemetery, and other potential irrigated areas;
- Semi-annual nitrate data from approximately 150 site wells;
- Annual static water level data from approximately 150 site wells;
- Annual groundwater quality data from approximately 150 site wells;
- Annual groundwater quality field sampling data (i.e., pH, conductivity, oxidation/reduction potential, dissolved oxygen, and temperature) from approximately 150 site wells; and
- Quarterly North Fork data upstream of FM 400 and monthly lake nitrate data; and
- Annual groundwater data from offsite private wells sampled as part of the bottled water program administered by the City of Lubbock.

Terracon will integrate laboratory and field collected data into existing databases. Terracon will review the data for trends and spatial distribution. Throughout the year, as data are compiled and reviewed, Terracon will evaluate the data and communicate any findings with the City of Lubbock staff and attorneys.

Groundwater Model Update

As required for the May 2014 LLAS Annual Report to the TCEQ, this task will involve preparing an annual update to the existing MODFLOW/MT3D computer model prepared for the LLAS that was revised by Terracon for the 2010 LLAS Annual Report. As directed by the TCEQ, the May 2014 LLAS annual report will include a discussion of the revisions and update to the groundwater MODFLOW/MT3D model to include a re-calibration of the model for 2014 to simulate flow conditions and water quality at the LLAS over the next five year period. Terracon will procure the services of Dr. Ken Rainwater and his associates for the groundwater modeling task to support the preparation and submission of the 2014 LLAS Annual Report, and they will focus on those modeling tasks necessary to re-calibrate the model based on comparison of modeled data to actual data from 2013 and the previous years. Once the model has been calibrated to match approximate groundwater levels and nitrate concentrations, the current nitrate concentration data will be input into the model to generate a prediction of future conditions for a 5-year predictive period in accordance with the current Remediation Plan. The modeling description and results will be presented in the 2014 LLAS Annual Report as described below.

In addition, this task will include evaluation of the model throughout the remainder of the year to include a comparison of actual flow data vs. modeled flows and evaluation of the integration of new data from the deep-seated nitrogen investigation data to the modeled infiltration.

LLAS Annual Report

This task will involve preparation of the LLAS annual report. The LLAS annual report will summarize the project history and monitoring and remediation activities, and will include tabular sampling and gauging

January 2014

results and maps of nitrate iso-concentrations and potentiometric contours. The May 2014 LLAS annual report will also include a discussion of the 2013 LLAS MODFLOW/MT3D model based on the updated nitrate distribution in groundwater and expected groundwater withdrawal rates, wastewater application rates, and typical rainfall. Nitrate data from the offsite bottled water sampling program will also be evaluated. Terracon will prepare a draft report that will be submitted to the City of Lubbock and attorneys for review and comments. Terracon will work with the City of Lubbock and attorneys to address any comments and will prepare a final report. The report will be sealed by a licensed professional geoscientist or licensed professional engineer. The report is due to the TCEQ by the end of May each year.

Task 4 - Project Management / Communications

During the course of the project, there will be times when Terracon will need to provide overall project management duties, communicate and meet with the City of Lubbock staff, attorneys, the TCEQ, and with Agri-Waste Technologies (AWT) regarding routine matters or to address questions that arise from operations and management of the HLAS and LLAS. This would also include ongoing technical consultation to support sampling activities for the onsite and offsite areas. Initial meetings with City of Lubbock staff and/or the TCEQ in Austin are addressed in Task 1. Additionally in Task 4, Terracon anticipates an additional meeting with City of Lubbock to update project status and discuss additional needs that may arise.

Task 5 – Supplemental Deep Seated Nitrogen Investigation at LLAS

Soil Borings and Nitrogen Analysis

The scope of work presented herein includes the advancement of five supplemental soil borings at selected locations at the LLAS. Depending on property access, the focus of the deep seated nitrogen investigation in 2014 will be on the Contract/210 plots not owned by the City and on which AWT nitrogen and water balance data indicate a potential for excess nitrogen or water application. Terracon will procure the services of a subcontracted licensed water well driller. The proposed scope of work is intended to supplement similar work completed in previous years which identified potential sources of deep seated nitrogen in unsaturated soils beneath certain areas of the LLAS. The actual locations will be selected following completion of the unsaturated modeling work completed in 2013 and discussion with the City of Lubbock staff. The proposed costs assume Terracon labor and oversight but also assume that City of Lubbock sampling technicians familiar with the site and protocols will provide sampling support and assistance particularly pertaining to the clearing of subsurface utilities prior to drilling... Depending on drilling conditions, soils will be collected continuously using a split barrel sampling device and logged by a Terracon geoscientist. Sample aliquots will be collected at approximately two foot intervals and archived by the laboratory. Initially, samples from approximately every four foot interval will be analyzed in the laboratory for soil nitrate (EPA Method 300.0) and soil moisture content to allow the results to be reported on a dry-weight basis. If elevated nitrate concentrations are observed, additional archived samples from adjacent intervals may also be analyzed for nitrate and soil moisture content. In addition, up to a total of five soil samples will be analyzed by sieve analysis (ASTM D Method D422) for grain size distribution. At the proposed locations for the deep seated nitrogen investigation, the depth to the water table is expected to range between 70 to 100 feet below grade. For the purpose of this cost estimate, it is assumed that the borings will extend to an average depth of 90 feet below grade and that the spoils (soil cuttings) can be spread onsite on nearby roadways of pivot irrigator tracks. Terracon will meet with the City of Lubbock to approve the precise locations of the proposed borings and will help coordinate utility clearance with Texas One Call (Dig-Tess). The City of Lubbock will be responsible for identifying the location of private subsurface utilities not identified during the Dig Tess utility clearance.

Task 6 – Refine LLAS Unsaturated Zone Model for Future Nitrate Loading

The objective of Task 6 will be to build upon the unsaturated zone modeling work in previous years to predict nitrate travel times and loading rates to the underlying groundwater. Existing nitrogen and water balance estimates calculated by AWT over the last decade of effluent application will be reviewed along with other data obtained from previous investigations of deep seated nitrogen performed by the City of Lubbock and Terracon to improve the understanding of the likely distribution of unsaturated nitrate beneath the LLAS and Contract 210 plots. This information, along with the future assumed effluent application or irrigation rates, will be input to the HYDRUS unsaturated zone transport model, a public domain code, to predict the likely nitrate transport and loading over time to the water table and to evaluate nitrate source management options. Terracon will procure the services of Dr. Ken Rainwater and his associates to develop the HYDRUS model simulations. This nitrate loading information predicted by the HYDRUS unsaturated model will serve as potential input to future simulations of the saturated LLAS groundwater model using MODFLOW-MT3D.

In previous saturated zone groundwater modeling efforts, the values of the nitrate input with recharge in the LLAS MODFLOW-MT3D model were based on calibration to fit the historical groundwater nitrate distributions and informed by the distribution of applied effluent across the different LLAS irrigation plots. When these nitrate inputs were used in the 5-year groundwater model predictions, it was assumed that the near future would be like the recent past. However, when longer simulations of 30 years are made, the uncertainty of those calibrated nitrate inputs persisting over the entire 30 year period becomes much more questionable. As proposed herein, an improved understanding of longer term loading and groundwater impact could be achieved with the use of the HYDRUS unsaturated zone model.

One project meeting is included in the scope of this task in order to meet with City of Lubbock personnel to discuss the results of the study effort. Terracon will prepare a draft report that will be submitted to the City of Lubbock and attorneys for review and comments.

Task 7 - Design Basis Optimization Study

The purpose of the remedial system design optimization for the LLAS is to automate—in a smart manner—the search for the best strategy to remediate the plume while simultaneously honoring all the subsurface flow and transport processes and project economics. The design optimization study has been divided into two phases to allow for the necessary interaction with City staff to ensure that the results of the study provide a remediation design for the LLAS that achieves the long-term goals of the City of Lubbock.

Phase 1 Tasks (2014)

1) Prepare Optimization Framework for Groundwater Flow and Transport Model and Remediation System

- a. This task will include incorporating the desired system objectives and constraints into appropriate model counterparts and defining and obtaining each of the cost elements needed for input to the optimization engineering calculations. For the purposes of this task, it is assumed that the City of Lubbock will provide plans and specifications for the existing infrastructure to include the pumps in each well and the locations and line sizes of the recovery system pipelines. The optimization incorporates and processes all the same cost information in a project planning spreadsheet including the cost of new, or rehabilitation of existing, extraction wells (drilling and equipment), pipeline construction, and additional storage and pumping

capacity as well as operation costs for maintenance, pumping, etc. . Instead of manually searching through the combinations of candidate system designs and operational strategies, it automatically selects the best combination of infrastructure and operations to develop the optimal strategy to achieve project objectives. This results in savings in both labor analysis costs and in the total costs of achieving the desired remediation objectives.

- b. The existing MODFLOW/MT3D model will be modified (changes should be limited but will include updating the number of stress periods and boundary conditions). This step will also include preparing required input data for the model, such as defining potential well locations and preparing model input for those such as well coordinates, base of aquifer elevation, and flow rates.
- c. This task will include configuring the optimizer to work with the site-specific MODFLOW/MT3D model. The optimizer currently supports the effect of the reduction of flow rate over time as saturated thickness declines, which is a key attribute of the MODFLOW MNW1 well package (a fixed flow rate throughout the simulation period is not a requirement of this optimizer).

2) Workshop to Determine Specific Scenarios to be Optimized

A workshop with City staff will be scheduled to present design objectives before optimization begins. The primary objectives of this workshop will be to gain acceptance of the design basis assumptions and to determine the specific scenarios to be optimized. This workshop will include a “live” demonstration of the optimizer using a simplified test problem as well as provide detail on the updated groundwater flow and transport model, optimization inputs and types of results output. This information exchange will help the City team understand the types of information used by the optimizer so as to better be able to collaborate on the problem design and solution.

3) Prepare Design Basis Report

A Draft Report will be prepared to fully document the design objectives, all input data and assumptions used in the analysis, and the modeling and optimization tools.

Task 8 – Review Available Public Information from TCEQ Public Water Supply Wells and USGS Data for Selenium in Groundwater Outside the Existing LLAS Pumping Network

The objective of this task will be to review and compile available TCEQ groundwater data on selenium from public water supply wells and from available USGS data sets. This information will be combined with available selenium data from LLAS monitor and recovery wells to evaluate potential impacts with expanding the existing LLAS recovery well network relative to the 20 parts per billion discharge limit for recovered groundwater discharged to the Jim Bertrand Lake System (JBLS). An updated isoconcentration map of selenium in groundwater will be prepared and will be available for future modeling efforts.

Estimated costs to complete Tasks 1 through 8 are presented in Table 1. Please note that these costs are conceptual in nature and were prepared for planning purposes only. In some cases, written cost estimates were received from selected vendors and contractors and these estimates are subject to change depending on the actual timeframe for the work and the exact nature and scope of the actual work performed. In other circumstances, no written estimates were received and some costs were estimated based on Terracon’s experience with this and similar projects. It is also assumed that sampling technicians from the City of Lubbock will be available to assist with the sampling activities to facilitate the overall effort.

Project Summary Budget

Terracon will perform this project on a time and materials basis using the attached Fee Schedule. This proposal includes both one-time and routine activities. This proposal includes the annual costs to perform routine tasks once. The project summary budget for Terracon to perform work defined related to the above HLAS and LLAS tasks is as follows:

ESTIMATED FEES FOR PROFESSIONAL SERVICES

Task 1 – Strategic Planning and Meetings	\$8,600
Task 2 – HLAS (annual budget)	\$20,600
Task 3 – LLAS (annual budget)	
Task 3.1 – LLAS Data Management	\$8,600
Task 3.2 – Groundwater Model Update	\$35,500
Task 3.3 – LLAS Annual Report	\$25,000
Task 4 – Project Management (annual budget)	\$15,000
Task 5 – Supplemental Deep Seated Nitrogen Investigation at LLAS	\$40,000
Task 6 – Refine LLAS Unsaturated Zone Model	\$20,000
Task 7 – Design Basis Optimization Study for LLAS	
Task 7.1 – Prepare Framework for GW Model Optimization	\$58,500
Task 7.2 – Scenario Selection Workshop	\$17,500
...Task 7.3 – Design Basis Report	\$17,000
Task 8 – Review Public Information for Selenium in Groundwater	\$2,500
TOTAL TASKS 1 THROUGH 8	\$268,800



ENVIRONMENTAL CONSULTING SERVICES

FEE SCHEDULE

HOURLY FEES FOR PERSONNEL

Environmental Professional includes Environmental Engineer, Environmental Scientist, Geologist and Hydrogeologist

Table listing hourly fees for various personnel roles such as Expert Witness, Senior Principal, Environmental Professional V through I, and Clerical.

TRAVEL EXPENSES

Reimbursable Expenses are charged at cost plus 10%.

Table listing travel expenses including Vehicle Charge, Mileage, Per Diem, and Document Delivery/Overnight.

FIELD EXPENSES

Table listing field expenses for equipment and services such as Development Pump, GEM 2000 Gas Analyzer, and various pumps and meters.

SUBCONTRACTS AND THIRD PARTY CONTRACTS

With the exception of those subcontracts specifically listed above to be executed through Terracon at cost plus 10%, other normal subcontract functions shall be executed through the City of Lubbock.

**City of Lubbock, TX
Capital Project
Project Cost Detail
February 13, 1014**

Capital Project Number:	8531
Capital Project Name:	<u>Land Application Optimization</u>
Cost Center.Account:	6421.8319
Cost Center Name/Account:	<u>Sampling and Monitoring Operating Budget - Professional Services</u>

	Budget	
	8319	8531
<i>Encumbered/Expended</i>		
Sewer System Improvements	\$ -	240,047
Professional Services	54,480	1,158
 <i>Agenda Item February 13, 2014</i>		
Terracon Contract	120,300	148,500
<i>Encumbered/Expended To Date</i>	<u>174,780</u>	<u>389,705</u>
 <i>Estimated Costs for Remaining Appropriation</i>		
Construction		10,295
Professional Services	124,943	
<i>Remaining Appropriation</i>	<u>124,943</u>	<u>10,295</u>
Total Appropriation	<u>\$ 299,723</u>	<u>400,000</u>

Managing Department **Land Application**

Project Manager **Mary Gonzales**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Evaluate, pilot test, and implement land application practices optimizing effluent disposal from the Southeast Water Reclamation Plant.

Project Justification

The project is essential to meet regulatory requirements for managing the wastewater effluent at the City's land application facilities to ensure compliance with the City's Texas Pollution Discharge Elimination (TPDES) wastewater permit and regulatory requirements.

Project History

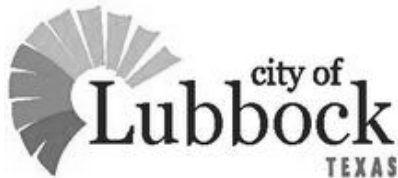
The remediation program at the City's land application sites is designed to comply with the City's TPDES wastewater permit and regulatory requirements.

\$500,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-00070, September 16, 2010.

Reduced by \$100,000 in 2012-13 CIP meeting by Chief Operating Officer, March 24, 2012.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
Design and Engineering	400,000	0	0	0	0	0	0	400,000
Total Project Appropriation	400,000	0	0	0	0	0	0	400,000

Funding Detail	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
FY 2011 Wastewater Pay-As-You-Go	400,000	0	0	0	0	0	0	400,000
Total Funding Sources	400,000	0	0	0	0	0	0	400,000



Regular City Council Meeting

5. 9.

Meeting Date: 02/13/2014

Information

Agenda Item

Resolution - Purchasing and Contract Management: Consider a resolution authorizing the Mayor to execute contract 11702 with Berryhill Sewer Services, Inc. for chemical toilet rentals for various departments, ITB 14-11702-TF.

Item Summary

The contract provides for the rental of portable chemical toilets on an as-needed basis by various departments due to maintenance, construction and program requirements.

The contract is awarded by unit price. The total amount of the award is estimated and actual expenditures may be more or less depending on actual rentals. The term of the contract will be for one year with the option of four one-year extensions.

Staff recommends contract award to the sole bidder, Berryhill Sewer Services of Lubbock, Texas for \$37,700.

Fiscal Impact

Funds are appropriated in departments operating budgets.

Staff/Board Recommending

Attachments

Resolution & Contract - Berryhill Sewer Service

Bid Tabulation - Berryhill Sewer Service

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. 11702 for chemical toilet rentals for various departments, by and between the City of Lubbock and Berryhill Sewer Service, 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:



Pamela Moon, Director of Finance

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Berryhill Sewer
January 3, 2014

City of Lubbock, Texas
Contract for Services for
Chemical Toilet Rentals for Various Departments

THIS CONTRACT made and entered into this 23rd day of January, 2014, by and between the City of Lubbock ("City"), and Berryhill Sewer Service, Inc. of Lubbock, Texas, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Chemical Toilet Rentals for Various Departments 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 Chemical Toilet Rentals for Various Departments.

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, Chemical Toilet Rentals for Various Departments and more specifically referred to as Items 1 – 11 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. **The City and Contractor may, upon written mutual consent, extend the contract for four additional one-year periods. The rates may be adjusted upward or downward at that time at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific contract for the previous 12-months. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.**
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 four, 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. All stated quantities are approximations of usage or consumption during the time period to be covered by pricing established by this bid. Actual usage or consumption may be more or less. Order quantities and time will be determined by actual need.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>TYPE</u>	<u>AMOUNT</u>
General Liability	
Commercial General Liability	
General Aggregate	500,000
Products-Comp/Op AGG	
Personal & Adv. Injury	
Contractual Liability	
Automotive Liability	500,000
Combined Single Limit	
Any Auto	
Workers Compensation	Statutory Amounts
Employers' Liability	500,000

The City of Lubbock shall be named as additional insured on a primary and Non-Contributory basis on General Liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied. Copies of all endorsements are required.

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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; Invitation to Bid No. 14-11702-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.

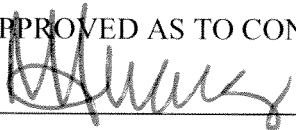
CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



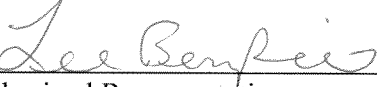
Marta Alvarez, Director of Purchasing and Contract Management

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

CONTRACTOR

BY 

Authorized Representative

LEE BERRYHILL
Print Name

PO BOX 5009
Address

LUBBOCK, TX 79408-5009
City, State, Zip Code

City of Lubbock, Texas
Chemical Toilet Rentals for Various Departments
ITB 14-11702-TF
Specifications

1. GENERAL:

- 1.1 The purpose of this invitation to bid is to set for a period of one year, firm pricing for the rental and servicing of chemical toilets at various locations up to 25 miles outside the city limits of the City of Lubbock. The City and Contractor may, upon written mutual consent, extend the contract for four additional one-year periods. The rates may be adjusted upward or downward at this time at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific contract for the previous 12-months. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period. 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.

2. MINIMUM REQUIREMENTS:

- 2.1 All stated quantities are approximations of usage or consumption during the time period to be covered by pricing established by this bid. Actual usage or consumption may be more or less. Order quantities and time will be determined by actual need. Bidder shall provide delivery of chemical toilets rentals, cleaning and moving services at various locations up to 25 miles outside the city limits of the City of Lubbock. Contractor shall provide chemical toilets within twenty-four hours after receipt of order. The number of units needed and the placement of the chemical toilets will be determined by the City of Lubbock.
- 2.2 Contractor shall provide professional staff experienced and qualified to provide rental and servicing of chemical toilets. Contract shall provide all chemicals, water and supplies needed. The City shall provide the electrical connection point and electricity for trailer units with electricity requirements for lights, air-conditioning, and heating.
- 2.3 Rental rates shall include delivery, on-site cleaning and servicing of chemical toilets. The cleaning and servicing of the chemical toilets will be as often as requested, generally either weekly or twice per week. Cleaning consists of removing wastes, mopping with soap based chemicals, and refurbishing the unit with the following: five gallons of fresh chemical for the tank, two rolls of toilet paper, and one deodorant block. Chemical toilets shall be scheduled for cleaning on the same day or days of each week for consistent cleaning. Additional cleanings due to weather are to be free of charge. Any additional on-site cleaning and servicing will be determined by the City of Lubbock.
- 2.4 Contractor will be notified 24 hours in advance if chemical toilets need to be moved to a new location on clean day. Move to new location will be free of charged. Contractor shall empty holding tanks once per week, or as needed.
- 2.5 The City shall provide Contractor with name(s) of City representative(s) authorized to initiate orders and provide locations for toilet placement. Placement shall be at a City facility, project site, or other locations up to 25 miles outside the city limits of the City of Lubbock. **At the City's option, the City may designate locations for portable toilets to handle emergencies or natural disasters and Contractor shall be provided with a list of such locations as it is made available.** Contractor shall provide the City with the name and emergency phone number of Contractor's representative responsible for handling service requests during and after normal business hours and updating the purchasing department if information is changed.

BID FORM
 Chemical Toilet Rentals for Various Departments
 City of Lubbock, Texas
 ITB 14-11702-TF

In compliance with the **Invitation to Bid 14-11702-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 **14-11702-TF** is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black ink or by typewriter.

ITEM	QTY (More or Less)	UNIT OF MEASURE	DESCRIPTION		UNIT COST*	EXTENDED COST
			Bids shall include pricing and delivery up to 25 miles outside the city limits of the City of Lubbock.			
1.	100	EA	Chemical Toilet Rental, daily		\$60.00	\$6,000.00
2.	50	EA	Chemical Toilet Rental, weekly		\$80.00	\$4,000.00
3.	35	EA	Chemical Toilet Rental, monthly		\$80.00	\$2,800.00
4.	50	EA	ADA Accessible Chemical Toilet Rental, daily		\$70.00	\$3,500.00
5.	25	EA	ADA Accessible Chemical Toilet Rental, weekly		\$90.00	\$2,250.00
6.	10	EA	ADA Accessible Chemical Toilet Rental, monthly		\$90.00	\$ 900.00
7.	5	EA	Mobile Unit with Sink and Air Conditioner, daily		\$500.00	\$2,500.00
8.	5	EA	Mobile Unit with Sink and Air Conditioner, weekly		\$1,000.00	\$5,000.00
9.	5	EA	Mobile Unit with Sink and Air Conditioner, monthly		\$2,000.00	\$10,000.00
10.	30	EA	Additional Cleaning and Service Charge		\$25.00	\$ 750.00
11.	Mileage Rate Outside of 25 Mile Radius of the city limits. Does not include Lake Alan Henry.		Cost per Mile		\$ 5.00	
Total Annual Bid Items 1-10 only						\$37,700.00

*Seller's bid price **MUST INCLUDE** all delivery charges paid by seller, F.O.B. Destination, up to 25 miles outside the city limits of the City of Lubbock.

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 Chemical Toilet Rentals for Various Departments 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 N/A %, net N/A 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 XXXXX

- 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 XXXXXXXX a corporation organized under the laws of the State of TEXAS, or a partnership consisting of _____ or individual trading as

BERRYHILL SEWER SERVICE INC of the City of LUBBOCK

Firm: BERRYHILL SEWER SERVICE INC

Address: PO BOX 5009

City: LUBBOCK State: TX Zip 79408-5009

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)

By Dale Berryhill Date: 12/16/2013
Authorized Representative - must sign by hand

Officer Name and Title: LEE BERRYHILL PRESIDENT
Please Print

Business Telephone Number 806-762-1066 FAX: 806-762-1176

E-mail Address: dale848@gmail.com

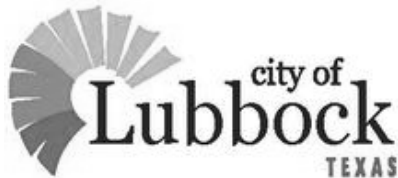
FOR CITY USE ONLY	
Bid Form Item Number(s) Awarded to Above Named Firm/Individual:	_____
Date of Award by City Council (<i>for bids over \$50,000</i>):	_____ Date P.O./Contract Issued: _____

**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
Purchasing & Contract Management
Bid Tabulation
February 13, 2014

ITB 14-11702-TF
Chemical Toilet Rentals for Various Departments

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
1	100	EA	Chemical Toilet Rental, daily Berryhill Sewer Service Inc	Lubbock, TX	\$ 60	6,000
2	50	EA	Chemical Toilet Rental, weekly Berryhill Sewer Service Inc	Lubbock, TX	80	4,000
3	35	EA	Chemical Toilet Rental, monthly Berryhill Sewer Service Inc	Lubbock, TX	80	2,800
4	50	EA	ADA Accessible Chemical Toilet Rental, daily Berryhill Sewer Service Inc	Lubbock, TX	70	3,500
5	25	EA	ADA Accessible Chemical Toilet Rental, weekly Berryhill Sewer Service Inc	Lubbock, TX	90	2,250
6	10	EA	ADA Accessible Chemical Toilet Rental, monthly Berryhill Sewer Service Inc	Lubbock, TX	90	900
7	5	EA	Mobile Unit with Sink and Air Conditioner, daily Berryhill Sewer Service Inc	Lubbock, TX	500	2,500
8	5	EA	Mobile Unit with Sink and Air Conditioner, weekly Berryhill Sewer Service Inc	Lubbock, TX	1,000	5,000
9	5	EA	Mobile Unit with Sink and Air Conditioner, monthly Berryhill Sewer Service Inc	Lubbock, TX	2,000	10,000
10	30	EA	Additional Cleaning and Service Charge Berryhill Sewer Service Inc	Lubbock, TX	25	750
11	1	Mile	Mileage Rate Outside of 25 Mile Radius of the city limits. Does not include Lake Alan Henry. Berryhill Sewer Service Inc	Lubbock, TX	5	
			OVERALL TOTAL			
			Berryhill Sewer Service Inc	Lubbock, TX	\$ 37,700	



Regular City Council Meeting

5. 10.

Meeting Date: 02/13/2014

Information

Agenda Item

Resolution - Health Services: Consider a resolution authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock a Community Partnership contract 11731 with South Plains Community Action Association (SPCAA) Head Start and Early Head Start program to encourage participation in the various head start activities provided by the SPCAA.

Item Summary

This is a non-financial community partnership agreement for the purpose of providing supportive services to children and families serviced by SPCAA Head Start and Early Head Start and the City of Lubbock Health Department. Families presenting to the Health Department in need of supportive services will be provided informational publications regarding SPCAA Head Start and Early Head Start . This information will be displayed in the Health Department lobby as provided by SPCAA Head Start and Early Head Start.

Fiscal Impact

None.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Rebecca Brawley, Public Health Coordinator

Attachments

Resolution - SPCAA

Agreement - SPCAA

RESOLUTION

WHEREAS, the City Council of the City of Lubbock has determined that it is in the best interest of the citizens of the City of Lubbock to enter into a Community Partnership Agreement with the South Plains Community Action Association Head Start & Early Head Start program to encourage participation in the various head start activities provided by the South Plains Community Action Association.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK THAT the Mayor is hereby authorized and directed to execute Community Partnership Agreement with the South Plains Community Action Association Head Start & Early Head Start program, and any associated documents.

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager

APPROVED AS TO FORM:



John C. Grace, City Attorney

Q:\CCDOCS\RES.Head Start.2014.doc



Community Partnership Agreement
 South Plains Community Action Association Head Start & Early Head Start
 And
 City Of Lubbock Health Department

The SPCAA Head Start and Early Head Start program is dedicated to enhancing early childhood education among low-income children and families by providing quality services, and partnering with local agencies who meet various needs of program participants. Community Partnerships create a collaborative environment equally beneficial for all SPCAA HS and EHS, the partnering agency, and enrolled children and families.

With this objective in mind SPCAA HS & EHS enters into the Community Partnership Agreement detailed below with City Of Lubbock Health Department. This Partnership Agreement in no way constitutes a legal obligation on the part of either party. In essence, this Agreement establishes a framework for cooperative interaction between the SPCAA HS and EHS program and your agency for providing supportive services and/or referrals to children and families serviced by SPCAA HS and EHS and City Of Lubbock Health Department

SPCAA HS & EHS agrees to:

- Include names, logos, and web addresses of community partners on our web site and newsletters
- Include information about Community Partners in the Annual SPCAA HS & EHS partners guide
- Educate any interested employees of our Community Partners about the services we provide
- Announce and post Community Partners' special messages to our staff and program participants.

City Of Lubbock Health Department agrees to (suggestions listed below may be modified or deleted):

- ~~Specify Services provided and at what cost to SPCAA HS & EHS participants~~
- Allow SPCAA HS & EHS to place informational publications in its office
- ~~Encourage employees to volunteer during work/personal time with SPCAA HS & EHS~~
- Share information about SPCAA HS & EHS services with clients or staff that may benefit.

In accordance with the Head Start Program Performance Standards Subpart C 1304.41 (Community Partnerships), the SPCAA Head Start Program enters into a Community Partnership Agreement with City Of Lubbock Health Department.

This Partnership Agreement is entered into this 26th day of November, 2013, between South Plains Community Action Association/SPCAA Head Start and Early Head Start and City Of Lubbock Health Department.

Lauri King

SPCAA Head Start Division Representative

11/26/13

Date

Agency Representative

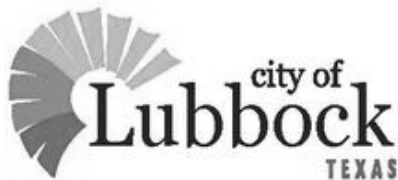
John C. Grace

State Bar No. 00787574

Date

Rebecca Braudley

APPROVED AS TO CONTENT:



Regular City Council Meeting

5. 11.

Meeting Date: 02/13/2014

Information

Agenda Item

Resolution - Fleet Services: Consider two resolutions authorizing the Mayor to execute contract 11689 with Loftin Equipment Company and contract 116891 with Stewart & Stevenson for maintenance and repair of fixed generators, RFP 14-11689-MA.

Item Summary

The contract establishes pricing for maintenance and repair services of fixed generators used at City facilities including City Hall, Municipal Square, Radio Towers, Airport, and Water Utilities. There are 36 generators included in this contract, which include options for two semi-annual inspections, maintenance, and bi-annual testing. Inspections and load testing will be determined by the department.

Proposals were evaluated based on the following criteria:

- 25% - Local service center and proposed response time after notification of emergency repairs needed.
- 30% - Experience as well as prior performance with the City and/or other references.
- 45% - Price sheet.

Proposals were received from the following companies and ranked as follows:

Loftin Equipment Company	400 points
Stewart & Stevenson	399 points
Clarke Power Generation, Inc.	372 points

Annual pricing per item is established in each proposal. The total amount of the award is based on estimated quantities. The actual expenditures may be more or less depending on actual needs. The price per unit will not change and expenditures will not exceed appropriated funds. The contract term is for one year with the option to renew two additional years.

Staff recommends contract award to Loftin Equipment Company of Lubbock, Texas, as the primary vendor and to Stewart & Stevenson of Lubbock, Texas as the secondary vendor. Two vendors are necessary to maintain the City's generators in the event of an emergency.

Fiscal Impact

Funding is available in each departmental FY 2013-14 Operating Budget.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - Loftin Equipment

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. 11689 for maintenance and repair of fixed generator services, by and between the City of Lubbock and Loftin Equipment Company, 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:ccdcs/RES.Contract-Loftin Equip Co
January 22, 2014

CITY OF LUBBOCK, TX
Maintenance and Repair of Fixed Generators
Services

This Service Agreement (this “Agreement”) is entered into as of the 13th day of February 2014, (“Effective Date”) by and between Loftin Equipment Company, (the Contractor), and the City of Lubbock (the “City”).

RECITALS

WHEREAS, the City has issued a Request for Proposals RFP 14-11689-MA for Maintenance and Repair of Fixed Generators services,

WHEREAS, the proposal submitted by the Contractor has been selected as the primary contractor which meets the needs of the City for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide Maintenance and Repair of Fixed Generators services, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Price Proposal Sheet
4. Exhibit C – Insurance Requirements

Scope of Work

Contractor shall provide the services that are specified in Exhibit A. The Contractor shall comply with all the applicable requirements set forth in Exhibit B, and hereto.

Article 1 Services

- 1.1 Contractor agrees to perform services for the City that are specified under the General Requirements set forth in Exhibit A. The City agrees to pay the amounts stated in Exhibit B, to Contractor for performing services.
- 1.2 Contractor shall use its commercially reasonable efforts to render Services under this Agreement in a professional and business-like manner and in accordance with the standards and practices recognized in the industry.

Nonappropriation clause. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the

event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

Article 2 Miscellaneous.

- 2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.
- 2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.
- 2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.
- 2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.
- 2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.
- 2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.
- 2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within thirty (30) days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.
- 2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.


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

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

CITY OF LUBBOCK, TX:

CONTRACTOR:

Glen C. Robertson, Mayor



Contractor's Signature

Loftin Equipment Company

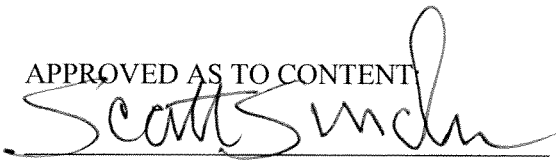
ATTEST:

Rebecca Garza, City Secretary

account manager


Title

APPROVED AS TO CONTENT



Scott Snider, Assistant City Manager

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

GENERAL REQUIREMENTS

1.0 GENERAL

- 1.1 The City of Lubbock owns and operates generators of various sizes and kilowatt ratings in order to provide backup electrical power for critical equipment at a number of principal City facilities.
- 1.2 The intent of these specifications is to secure the services of local factory authorized service center that is actively engaged in field repair and service of generators.
- 1.3 All work and equipment shall be furnished as outlined within these specifications.
- 1.4 Vendor shall furnish their own equipment and tools to perform all manufacturer authorized service work and/or repair when warranted.
- 1.5 Vendor shall meet the requirements of the City of Lubbock for insurance.
- 1.6 Vendor shall comply with security policies in place by the City of Lubbock.
- 1.7 The Contract shall be for a period of one year, with an option to extend the contract for two additional one-year periods. During the period of the Contract, the Contractor shall provide all the services described in the Contract. The Contractor understands and agrees that this is a requirements Contract and that the City shall have no obligation to the Contractor if no services are required. Any quantities that are included in the proposal form and/or specifications reflect the current expectations of the City for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the City is under no obligation to the Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The Contractor further understands and agrees that the City may require services in an amount less than or in excess of the estimated annual Contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the Contract for the quantity actually used.
- 1.8 No modification, alteration, or waiver of any condition of this specification and any amendments shall be valid unless in writing and executed by City of Lubbock and Contractor.
- 1.9 Contractor must comply with all laws, regulations, requirements, and guidelines applicable to a Contractor providing these services to the City of Lubbock as

these laws, regulations, requirements, and guidelines currently exist and as they are amended throughout the term of this Contract. The City of Lubbock reserves the right, in its sole discretion; to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for the City of Lubbock's or Contractor's compliance with all applicable State and federal laws and regulations.

- 1.10 Except as provided in Section 1.9 of this specification, this Contract may be amended only upon written agreement between the City of Lubbock and Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void ab initio.

2.0 SCOPE OF WORK

- 2.1 These specifications will address three specific types of service work that are required for this contract. The first level of service is an inspection to be performed semi-annually, as requested by the department. The second level is a full maintenance service performed annually. The third level of service is a bi-annual load bank test that will be scheduled at the request of the city department representative. These items will be addressed in greater detail within these specifications. The generators being considered are listed on the spreadsheet, attached.
- 2.2 Vendor shall coordinate all service activities with the appropriate City representative. A mutually agreeable service schedule shall be developed prior to performing service work.
- 2.3 Vendor shall supply a field service report that includes a general inspection and maintenance checklist on condition and recommendations for correction where warranted prior to administering repair work.

3.0 PREVENTIVE MAINTENANCE INSPECTION - (PMI)

- 3.1 Each generator shall be inspected semi-annually, if authorized by the department. If requested, scheduling for services shall be coordinated through the appropriate City representative at least ten (10) business days prior to work being performed.
- 3.2 Upon completion of service, immediate repair(s) identified must employ replacement parts exactly to manufacturer specifications as prescribed by brand name generator.
- 3.3 When applicable, PMI service shall include but not be limited to the following:
 - Inspect engine oil and coolant for proper levels and condition
 - Inspect air filter(s) and crank case breathers
 - Inspect and adjust belts, as required
 - Inspect generator set for loose, bare, or broken wiring or connections
 - Inspect generator bearings, slip rings, vibration isolators
 - Inspect air and exhaust system including air inlet system, exhaust manifold, valves and valve rotators, and exhaust duct

- Inspect operation of control panel and all associated metering devices including voltmeter, ammeter, frequency meter, circuit breaker, and starting controls
- Inspect governor operation, stability and linkage
- Inspect fuel tanks, fuel pumps and fuel lines for leaks or damage
- Inspect engine, heaters, radiator, hoses and heat exchanger for leaks and condition
- Inspect inlet screen if water is supplied from a source other than a radiator
- Inspect condition of batteries (load test) electrolyte level and charge rate, and replace as needed
- Start and run engine. Check engine operating temperature and all gauges for functionality and proper operation.
- Inspect unit for proper frequency/speed, voltage and amperage
- Submit a written report advising of any further work required
- All leaks shall be noted on the report. Technician shall ensure no fluid leaks are present before departure from the job site.

4.0 FULL MAINTENANCE SERVICE – (FMS)

Each generator listed in this project shall receive a Full Maintenance Service once every 12 months. All scheduling for services shall be initiated by the Vendor and coordinated through the appropriate City representative at least ten (10) business days prior to work being performed. When applicable, FMS shall include, but not be limited to, the following:

- PMI
- Replace engine lubricating oil and remove used oil from premises
- Replace oil, fuel and coolant filters, add corrosion inhibitor as needed
- Natural gas/LPG fueled engines – inspect spark plugs, spark plug wires, and rotor and cap and replace as needed
- Replace air filter and crankcase breathers as needed
- Adjust and replace belts as needed
- Inspect generator for loose, bare, or broken wiring or connections
- Inspect coolant for proper levels and condition
- Inspect all hoses and belts, replace as needed. Belts shall be tightened to OEM standards.
- Change block heater and thermostats, as recommended by the manufacturer
- Inspect water pump
- Check fuel system including fuel lines, connections, and hoses; drain any water from separator, and check fuel pressure.
- Check air and exhaust system including air inlet system, exhaust manifold, valves and valve rotators, exhaust duct
- Check starting system including batteries, connections, battery charger, and starting motor
- Technician shall ensure no fluid leaks are present before departure, wipe clean and properly dispose of any fluids that may be spilled during FMS service
- Submit a written report advising of any further work required
- All leaks shall be noted on the report before departing from the job site

5.0 LOAD BANK TESTING

- 5.1 Each generator shall be scheduled a Load Bank Test at the request of the city department representative. This test shall be performed immediately after the FMS has been completed and shall be within the same time period.
- 5.2 All scheduling for Load Bank Testing work shall be initiated by the Vendor and coordinated through the appropriate City representative at least thirty calendar days prior to work being performed. Contact information for departmental generators will be given at the City's pre-award meeting.
- 5.3 All scheduled generators shall receive a full test for two (2) continuous hours. As minimum, these generators shall receive a test at intervals of approximately 25%, 50%, 75%, and 100% load. The 1250 kW generators shall each receive testing for four (4) continuous hours. As minimum, these generators shall receive a test at intervals of 25%, 50%, 75%, and 100% load, one (1) hour each interval.
- 5.4 During the Load Bank Test for all scheduled generators, recording shall be made in 15 minute intervals for the following parameters, as minimum:
 - Volts
 - Amps
 - Hertz
 - RPM
 - Hour meter reading
 - Oil Pressure
 - Temperature
 - Battery Voltage
 - kW
- 5.5 All recorded information shall be presented on a spreadsheet format along with the generator information, generator ID #, V# (if equipped), and date. This information shall be provided upon completion of all tests performed under this contract. Information shall be furnished to the City within thirty (30) calendar days of the final test date.
- 5.6 If any transformers are required to perform Load Bank Testing, it is understood that the Vendor shall provide such transformers at no additional cost to the City outside the scope of this contract.
- 5.7 In addition to Load Bank Testing, the following maintenance procedures shall be performed, and pricing shall be included in the Load Bank Testing:

- Radiators shall be flushed and refilled with new coolant according to manufacturer recommendations to provide freeze and boil protection
- Replace all hoses and belts on all listed units

6.0 PREVENTIVE MAINTENANCE SERVICE SITES

- 6.1 Please see the list of generators to be included in this RFP on Attachment.
- 6.2 Technician(s) shall remove all debris, discarded fluids and properly dispose of all used upon completion of PMI, FMS, and Load Bank Testing performed at each job site.

7.0 LOAD BANK TESTING SITES

- 7.1 Every two (2) years, the Vendor shall coordinate scheduling activities with the appropriate City representative in order to perform load bank testing.
- 7.2 All Stationary units must be serviced at their respective locations.

8.0 ADDITIONAL REPAIRS

- 8.1 If the technician discovers repair work is necessary for proper operation during PMI, FMS, or Load Bank Testing, the repair item(s) will be discussed with the appropriate City representative for evaluation. If authorization to repair is granted, the repair work will need to be performed by the factory trained technician.
- 8.2 Cost estimates shall be provided to the appropriate City representative prior to repair work performed.
- 8.3 The City shall maintain the right to obtain offers for all repair work if the Vendor submits a cost estimate that appears excessive.
- 8.4 As a part of the Proposal for this contract, each Vendor shall also guarantee that all repair parts will be priced competitively at below list price levels.
- 8.5 All repair work authorized by the City shall be performed in a timely manner. Vendor shall complete all repair work and shall ensure the generator unit(s) are operating properly.
- 8.6 Under no circumstances shall the technician remove or bypass safety devices, guards, or shields that would compromise the safety of personnel or jeopardize proper operation of the equipment when service is complete.

9.0 EMERGENCY REPAIRS

- 9.1 During the time this contract remains in effect, the vendor shall provide emergency repair services upon request by the City's representative.

- 9.2 When possible, all work shall be performed during normal business hours, Monday through Friday between 8:00 A.M and 5:00 P.M. However, situations could arise that may require immediate assistance during nights, weekends, or holidays. Vendor shall maintain a commitment to provide repair services during the entire term of this contract. Regular and overtime rates shall be clearly stated in the proposal and shall include all labor, truck, and equipment costs. Replacement items shall be quoted as the need arises. The vendor agrees that these stated charges shall apply when invoices are prepared.

10.0 VENDOR QUALIFICATIONS

- 10.1 Vendor must provide technician(s) that are highly skilled with repair, setup, diagnostics, and PM work associated with the generators listed herein.
- 10.2 Technicians shall provide their own tools and supplies at each job site.
- 10.3 Technicians shall perform all services in a timely manner to minimize the time in which each generator is out of service.
- 10.4 Technicians shall be required to remove all debris, discarded parts and material, discarded waste oil, coolant, and other fluids from each job site. Proper disposal is the responsibility of the technician.
- 10.5 All pricing submitted in Vendor's proposal shall include expenses that will be required during the course of this contract. Vendor shall submit total pricing for all services, materials, labor, and other expenses that can be reasonably anticipated for the services outlined in these specifications. Vendor shall not increase pricing for any of these items during the time this contract remains in effect. It is not necessary to provide this information separately but each Vendor must consider these items as a part of their Proposal.
- 10.6 Each Vendor submitting a Proposal for this contract must supply information regarding the experience of their company and the technicians employed by them. This information is to be submitted with the proposal submittal.

Maintenance and Repair of Fixed Generators
RFP 14-11689-MA

Loftin Equipment Company

Exhibit B

Item	Qty	* U/M	Description	Semi-Annual Inspection	Annual Inspection	Annual Full Maintenance	Bi-Annual Load Bank Testing only As required	Annual Price - Inspection, Full Maintenance and Load Bank Testing
A.	B.	C.	D.	E.	F. = E x 2	G.	H.	I. = F + G + H
1	1	EA	Cummins 1,000- KW - Model DFHD-5774238 as specified	\$ 275	\$ 550	\$ 1,060	\$ 2,750	\$ 4,360
2	1	EA	Onan/Cummins - 150 KW Model DGFA-3371218 as specified	195	390	295	898	1,583
3	1	EA	Caterpillar 600 - KW, Model 3412 as specified	250	500	445	1,995	2,940
4	1	EA	Kohler 475 KW Model - 500REOZV as specified	250	500	445	2,374	3,319
5	1	EA	Caterpillar 120- KW Model D125-6 as specified	250	500	255	981	1,736
6	1	EA	Generac 100 KW Model - 7703260100 as specified	225	450	200	852	1,502
7	1	EA	Caterpillar 80 KW Model D80-6 as specified	250	500	205	889	1,594
8	1	EA	Caterpillar 90KW Model 90-938 as specified	250	500	230	889	1,619
9	1	EA	Stewart & Stevens 250 KW Model - 6V926DTA-2505B as specified	250	500	375	889	1,764
10	1	EA	Generac 350 KW Model - 7899070100 as specified	250	500	545	1,658	2,703
11	1	EA	Stewart & Stevens 200 KW Model - 6GDT200SD as specified	250	500	330	1,040	1,870
12	1	EA	Generac 150 KW Model - 9T15068KNNN A as specified	250	500	155	801	1,456
13	1	EA	Cummins 200 KW - Model NT335GS as specified	250	500	210	918	1,628
14	1	EA	Olympia 100 KW Model PL00PL as specified	250	500	215	837	1,552
15	1	EA	Caterpillar 150 AMPS Model 3304 as specified	250	500	320	1,056	1,876
16	1	EA	Kato 10 KW Model 10FPW4 as specified	250	500	55	701	1,256
17	1	EA	Yamaha 60 KW Model EF6000 as specified	135	270	80	215	565
18	1	EA	Caterpillar 400 KW Model C15 as specified	250	500	425	1,621	2,546
19	1	EA	Olympian 50 KW Model D50P1 as specified	175	350	135	892	1,377
20	1	EA	Olympian 50 KW Model D50P1 as specified	175	350	135	892	1,377
21	1	EA	Olympian 50 KW Model D50P1 as specified	175	350	135	892	1,377

Maintenance and Repair of Fixed Generators
RFP 14-11689-MA

Loftin Equipment Company

Exhibit B

Item	Qty	* U/M	Description	Semi-Annual Inspection	Annual Inspection	Annual Full Maintenance	Bi-Annual Load Bank Testing only As required	Annual Price - Inspection, Full Maintenance and Load Bank Testing
A.	B.	C.	D.	E.	F. = E x 2	G.	H.	I. = F + G + H
22	1	EA	Caterpillar 1250 KW Model 3512 as specified	300	600	1,725	6,985	9,310
23	1	EA	Olympian 17 KW Model D17LH1S as specified	150	300	145	709	1,154
24	1	EA	Caterpillar 1250 KW Model 3512 as specified	300	600	1,725	6,985	9,310
25	1	EA	Caterpillar 400 KW Model C15 as specified	250	500	425	1,615	2,540
26	1	EA	Caterpillar 155 KW Model SR-4 as specified	195	390	255	1,030	1,675
27	1	EA	Caterpillar 1250 KW Model 3512 as specified	300	600	1,725	6,985	9,310
28	1	EA	Olympian 17 KW Model D17LH1S as specified	150	300	145	709	1,154
29	1	EA	Cummins 1750 KW Model DQKAA-7364865 as specified	300	600	2,450	4,801	7,851
30	1	EA	Caterpillar 1250 KW Model 3512 as specified	300	600	1,725	3,449	5,774
31	1	EA	Olympian 17 KW Model D17LH1S as specified	150	300	145	709	1,154
32	1	EA	Onan 60 KW Model GGHE-5635611 as specified	175	350	160	887	1,397
33	1	EA	Onan 100 KW Model 100GDBL3311A as specified	175	350	75	887	1,312
34	1	EA	Stewart & Stevenson 100 KW Model G415JAY-002 as specified	250	500	250	887	1,637
35	1	EA	Multiquip 85 KW Model DCA-8555K as specified	250	500	210	892	1,602
36	1	EA	Multiquip 85 KW Model DCA-8555K as specified	250	500	210	892	1,602
TOTAL				\$ 8,350	\$ 16,700	\$ 17,620	\$ 62,462	\$ 96,782

Emergency Repairs Response Time	2-4 hours
Labor hourly rate - 8 to 5 pm	\$ 90
Service call fee - 8 to 5 pm	\$ 180
Labor hourly rate - after hours	\$ 135
Service call fee - after hours	\$ 220

Maintenance and Repair of Fixed Generators

CITY OF LUBBOCK, TEXAS

RFP 14-11689-MA

II. INSURANCE

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

INSURANCE COVERAGE REQUIRED

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

<u>TYPE</u>	<u>AMOUNT</u>
1. Worker's Compensation	Statutory
and	
Employers Liability	\$1,000,000
2. Commercial General (public) Liability insurance including coverage for the following:	
a. Premises operations	Combined single limit for bodily injury and property damage of \$1,000,000 per occurrence or its equivalent.
b. Independent contractors	
c. Products/completed operations	
d. Personal injury	
e. Advertising injury	
f. Contractual liability	
g. Medical payments	
3. Comprehensive Automobile Liability insurance, including	Combined single limit for bodily injury and property
Coverage for loading and unloading hazards, for:	of \$500,000 per occurrence or its equivalent.
a. Owned/leased vehicles	
b. Non-owned vehicles	
c. Hired vehicles	

The City of Lubbock shall be named additional insured with a waiver of subrogation in favor of the City on all coverage's. All copies of the Certificates of Insurance shall reference the RFP or proposal number for which the insurance is being supplied.

ADDITIONAL POLICY ENDORSEMENTS

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;
- c. Provide for notice to the City at the address shown below by registered mail;
- d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- f. All copies of the Certificates of Insurance shall reference the project name or proposal number for which the insurance is being supplied.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
1625 13th Street, Room 204
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

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. 116891 for maintenance and repair of fixed generator services, by and between the City of Lubbock and Stewart & Stevenson, 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:ccdcs/RES.Contract-Stewart & Stevenson
January 22, 2014

CITY OF LUBBOCK, TX
Maintenance and Repair of Fixed Generators
Services

This Service Agreement (this "Agreement") is entered into as of the 13th day of February 2014, ("Effective Date") by and between Stewart & Stevenson (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals RFP 14-11689-MA for Maintenance and Repair of Fixed Generators services,

WHEREAS, the proposal submitted by the Contractor has been selected as the secondary contractor which meets the needs of the City for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide Maintenance and Repair of Fixed Generators services, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Proposal and Best and Final Offer

Scope of Work

Contractor shall provide the services that are specified in Exhibit A. The Contractor shall comply with all the applicable requirements set forth in Exhibit B, and hereto.

Article 1 Services

- 1.1 Contractor agrees to perform services for the City that are specified under the General Requirements set forth in Exhibit A. The City agrees to pay the amounts stated in Exhibit B, to Contractor for performing services.
- 1.2 Contractor shall use its commercially reasonable efforts to render Services under this Agreement in a professional and business-like manner and in accordance with the standards and practices recognized in the industry.

Nonappropriation clause. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the

event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

Article 2 Miscellaneous.

- 2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.
- 2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.
- 2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.
- 2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.
- 2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.
- 2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.
- 2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within thirty (30) days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.
- 2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

CITY OF LUBBOCK, TX:

CONTRACTOR:

Glen C. Robertson, Mayor

Contractor's Signature

Stewart & Stevenson

ATTEST:

Rebecca Garza, City Secretary

Title

APPROVED AS TO CONTENT:

Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

GENERAL REQUIREMENTS

1.0 GENERAL

- 1.1 The City of Lubbock owns and operates generators of various sizes and kilowatt ratings in order to provide backup electrical power for critical equipment at a number of principal City facilities.
- 1.2 The intent of these specifications is to secure the services of local factory authorized service center that is actively engaged in field repair and service of generators.
- 1.3 All work and equipment shall be furnished as outlined within these specifications.
- 1.4 Vendor shall furnish their own equipment and tools to perform all manufacturer authorized service work and/or repair when warranted.
- 1.5 Vendor shall meet the requirements of the City of Lubbock for insurance.
- 1.6 Vendor shall comply with security policies in place by the City of Lubbock.
- 1.7 The Contract shall be for a period of one year, with an option to extend the contract for two additional one-year periods. During the period of the Contract, the Contractor shall provide all the services described in the Contract. The Contractor understands and agrees that this is a requirements Contract and that the City shall have no obligation to the Contractor if no services are required. Any quantities that are included in the proposal form and/or specifications reflect the current expectations of the City for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the City is under no obligation to the Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The Contractor further understands and agrees that the City may require services in an amount less than or in excess of the estimated annual Contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the Contract for the quantity actually used.
- 1.8 No modification, alteration, or waiver of any condition of this specification and any amendments shall be valid unless in writing and executed by City of Lubbock and Contractor.
- 1.9 Contractor must comply with all laws, regulations, requirements, and guidelines applicable to a Contractor providing these services to the City of Lubbock as

these laws, regulations, requirements, and guidelines currently exist and as they are amended throughout the term of this Contract. The City of Lubbock reserves the right, in its sole discretion; to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for the City of Lubbock's or Contractor's compliance with all applicable State and federal laws and regulations.

- 1.10 Except as provided in Section 1.9 of this specification, this Contract may be amended only upon written agreement between the City of Lubbock and Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void ab initio.

2.0 SCOPE OF WORK

- 2.1 These specifications will address three specific types of service work that are required for this contract. The first level of service is an inspection to be performed semi-annually, as requested by the department. The second level is a full maintenance service performed annually. The third level of service is a bi-annual load bank test that will be scheduled at the request of the city department representative. These items will be addressed in greater detail within these specifications. The generators being considered are listed on the spreadsheet, attached.
- 2.2 Vendor shall coordinate all service activities with the appropriate City representative. A mutually agreeable service schedule shall be developed prior to performing service work.
- 2.3 Vendor shall supply a field service report that includes a general inspection and maintenance checklist on condition and recommendations for correction where warranted prior to administering repair work.

3.0 PREVENTIVE MAINTENANCE INSPECTION - (PMI)

- 3.1 Each generator shall be inspected semi-annually, if authorized by the department. If requested, scheduling for services shall be coordinated through the appropriate City representative at least ten (10) business days prior to work being performed.
- 3.2 Upon completion of service, immediate repair(s) identified must employ replacement parts exactly to manufacturer specifications as prescribed by brand name generator.
- 3.3 When applicable, PMI service shall include but not be limited to the following:
 - Inspect engine oil and coolant for proper levels and condition
 - Inspect air filter(s) and crank case breathers
 - Inspect and adjust belts, as required
 - Inspect generator set for loose, bare, or broken wiring or connections
 - Inspect generator bearings, slip rings, vibration isolators
 - Inspect air and exhaust system including air inlet system, exhaust manifold, valves and valve rotators, and exhaust duct

- Inspect operation of control panel and all associated metering devices including voltmeter, ammeter, frequency meter, circuit breaker, and starting controls
- Inspect governor operation, stability and linkage
- Inspect fuel tanks, fuel pumps and fuel lines for leaks or damage
- Inspect engine, heaters, radiator, hoses and heat exchanger for leaks and condition
- Inspect inlet screen if water is supplied from a source other than a radiator
- Inspect condition of batteries (load test) electrolyte level and charge rate, and replace as needed
- Start and run engine. Check engine operating temperature and all gauges for functionality and proper operation.
- Inspect unit for proper frequency/speed, voltage and amperage
- Submit a written report advising of any further work required
- All leaks shall be noted on the report. Technician shall ensure no fluid leaks are present before departure from the job site.

4.0 FULL MAINTENANCE SERVICE – (FMS)

Each generator listed in this project shall receive a Full Maintenance Service once every 12 months. All scheduling for services shall be initiated by the Vendor and coordinated through the appropriate City representative at least ten (10) business days prior to work being performed. When applicable, FMS shall include, but not be limited to, the following:

- PMI
- Replace engine lubricating oil and remove used oil from premises
- Replace oil, fuel and coolant filters, add corrosion inhibitor as needed
- Natural gas/LPG fueled engines – inspect spark plugs, spark plug wires, and rotor and cap and replace as needed
- Replace air filter and crankcase breathers as needed
- Adjust and replace belts as needed
- Inspect generator for loose, bare, or broken wiring or connections
- Inspect coolant for proper levels and condition
- Inspect all hoses and belts, replace as needed. Belts shall be tightened to OEM standards.
- Change block heater and thermostats, as recommended by the manufacturer
- Inspect water pump
- Check fuel system including fuel lines, connections, and hoses; drain any water from separator, and check fuel pressure.
- Check air and exhaust system including air inlet system, exhaust manifold, valves and valve rotators, exhaust duct
- Check starting system including batteries, connections, battery charger, and starting motor
- Technician shall ensure no fluid leaks are present before departure, wipe clean and properly dispose of any fluids that may be spilled during FMS service
- Submit a written report advising of any further work required
- All leaks shall be noted on the report before departing from the job site

5.0 LOAD BANK TESTING

- 5.1 Each generator shall be scheduled a Load Bank Test at the request of the city department representative. This test shall be performed immediately after the FMS has been completed and shall be within the same time period.
- 5.2 All scheduling for Load Bank Testing work shall be initiated by the Vendor and coordinated through the appropriate City representative at least thirty calendar days prior to work being performed. Contact information for departmental generators will be given at the City's pre-award meeting.
- 5.3 All scheduled generators shall receive a full test for two (2) continuous hours. As minimum, these generators shall receive a test at intervals of approximately 25%, 50%, 75%, and 100% load. The 1250 kW generators shall each receive testing for four (4) continuous hours. As minimum, these generators shall receive a test at intervals of 25%, 50%, 75%, and 100% load, one (1) hour each interval.
- 5.4 During the Load Bank Test for all scheduled generators, recording shall be made in 15 minute intervals for the following parameters, as minimum:
 - Volts
 - Amps
 - Hertz
 - RPM
 - Hour meter reading
 - Oil Pressure
 - Temperature
 - Battery Voltage
 - kW
- 5.5 All recorded information shall be presented on a spreadsheet format along with the generator information, generator ID #, V# (if equipped), and date. This information shall be provided upon completion of all tests performed under this contract. Information shall be furnished to the City within thirty (30) calendar days of the final test date.
- 5.6 If any transformers are required to perform Load Bank Testing, it is understood that the Vendor shall provide such transformers at no additional cost to the City outside the scope of this contract.
- 5.7 In addition to Load Bank Testing, the following maintenance procedures shall be performed, and pricing shall be included in the Load Bank Testing:

- Radiators shall be flushed and refilled with new coolant according to manufacturer recommendations to provide freeze and boil protection
- Replace all hoses and belts on all listed units

6.0 PREVENTIVE MAINTENANCE SERVICE SITES

- 6.1 Please see the list of generators to be included in this RFP on Attachment.
- 6.2 Technician(s) shall remove all debris, discarded fluids and properly dispose of all used upon completion of PMI, FMS, and Load Bank Testing performed at each job site.

7.0 LOAD BANK TESTING SITES

- 7.1 Every two (2) years, the Vendor shall coordinate scheduling activities with the appropriate City representative in order to perform load bank testing.
- 7.2 All Stationary units must be serviced at their respective locations.

8.0 ADDITIONAL REPAIRS

- 8.1 If the technician discovers repair work is necessary for proper operation during PMI, FMS, or Load Bank Testing, the repair item(s) will be discussed with the appropriate City representative for evaluation. If authorization to repair is granted, the repair work will need to be performed by the factory trained technician.
- 8.2 Cost estimates shall be provided to the appropriate City representative prior to repair work performed.
- 8.3 The City shall maintain the right to obtain offers for all repair work if the Vendor submits a cost estimate that appears excessive.
- 8.4 As a part of the Proposal for this contract, each Vendor shall also guarantee that all repair parts will be priced competitively at below list price levels.
- 8.5 All repair work authorized by the City shall be performed in a timely manner. Vendor shall complete all repair work and shall ensure the generator unit(s) are operating properly.
- 8.6 Under no circumstances shall the technician remove or bypass safety devices, guards, or shields that would compromise the safety of personnel or jeopardize proper operation of the equipment when service is complete.

9.0 EMERGENCY REPAIRS

- 9.1 During the time this contract remains in effect, the vendor shall provide emergency repair services upon request by the City's representative.

- 9.2 When possible, all work shall be performed during normal business hours, Monday through Friday between 8:00 A.M and 5:00 P.M. However, situations could arise that may require immediate assistance during nights, weekends, or holidays. Vendor shall maintain a commitment to provide repair services during the entire term of this contract. Regular and overtime rates shall be clearly stated in the proposal and shall include all labor, truck, and equipment costs. Replacement items shall be quoted as the need arises. The vendor agrees that these stated charges shall apply when invoices are prepared.

10.0 VENDOR QUALIFICATIONS

- 10.1 Vendor must provide technician(s) that are highly skilled with repair, setup, diagnostics, and PM work associated with the generators listed herein.
- 10.2 Technicians shall provide their own tools and supplies at each job site.
- 10.3 Technicians shall perform all services in a timely manner to minimize the time in which each generator is out of service.
- 10.4 Technicians shall be required to remove all debris, discarded parts and material, discarded waste oil, coolant, and other fluids from each job site. Proper disposal is the responsibility of the technician.
- 10.5 All pricing submitted in Vendor's proposal shall include expenses that will be required during the course of this contract. Vendor shall submit total pricing for all services, materials, labor, and other expenses that can be reasonably anticipated for the services outlined in these specifications. Vendor shall not increase pricing for any of these items during the time this contract remains in effect. It is not necessary to provide this information separately but each Vendor must consider these items as a part of their Proposal.
- 10.6 Each Vendor submitting a Proposal for this contract must supply information regarding the experience of their company and the technicians employed by them. This information is to be submitted with the proposal submittal.

Maintenance and Repair of Fixed Generators
RFP 14-11689-MA

Stewart & Stevenson

Exhibit B

Item	Qty	* U/M	Description	Semi-Annual Inspection	Annual Inspection	Annual Full Maintenance	Bi-Annual Load Bank Testing only As required	Annual Price - Inspection, Full Maintenance and Load Bank Testing
A.	B.	C.	D.	E.	F. = E x 2	G.	H.	I. = F + G + H
1	1	EA	Cummins 1,000- KW - Model DFHD-5774238 as specified	\$ 440	\$ 880	\$ 2,396	\$ 1,645	\$ 4,921
2	1	EA	Onan/Cummins - 150 KW Model DGFA-3371218 as specified	275	550	503	1,107	2,160
3	1	EA	Caterpillar 600 - KW, Model 3412 as specified	440	880	2,396	1,645	4,921
4	1	EA	Kohler 475 KW Model - 500REOV as specified	385	770	1,323	1,164	3,256
5	1	EA	Caterpillar 120- KW Model D125-6 as specified	275	550	522	546	1,618
6	1	EA	Generac 100 KW Model - 7703260100 as specified	275	550	565	690	1,805
7	1	EA	Caterpillar 80 KW Model D80-6 as specified	275	550	656	723	1,929
8	1	EA	Caterpillar 90KW Model 90-938 as specified	275	550	656	723	1,929
9	1	EA	Stewart & Stevens 250 KW Model - 6V926DTA-2505B as specified	330	660	1,156	1,016	2,832
10	1	EA	Generac 350 KW Model - 7899070100 as specified	385	770	1,323	1,166	3,258
11	1	EA	Stewart & Stevens 200 KW Model - 6GDT200SD as specified	330	660	1,156	1,016	2,832
12	1	EA	Generac 150 KW Model - 9T15068KNNN A as specified	275	550	503	1,107	2,160
13	1	EA	Cummins 200 KW - Model NT335GS as specified	330	660	1,156	1,016	2,832
14	1	EA	Olympia 100 KW Model PL00PL as specified	275	550	565	690	1,805
15	1	EA	Caterpillar 150 AMPS Model 3304 as specified	275	550	503	1,107	2,160
16	1	EA	Kato 10 KW Model 10FPW4 as specified	275	550	366	660	1,576
17	1	EA	Yamaha 60 KW Model EF6000 as specified	275	550	522	546	1,618
18	1	EA	Caterpillar 400 KW Model C15 as specified	385	770	1,323	1,166	3,258
19	1	EA	Olympian 50 KW Model D50P1 as specified	275	550	522	546	1,618

Maintenance and Repair of Fixed Generators
RFP 14-11689-MA

Stewart & Stevenson

Exhibit B

Item	Qty	* U/M	Description	Semi-Annual Inspection	Annual Inspection	Annual Full Maintenance	Bi-Annual Load Bank Testing <i>only As required</i>	Annual Price - Inspection, Full Maintenance and Load Bank Testing <i>I. = F + G + H</i>
<i>A.</i>	<i>B.</i>	<i>C.</i>	<i>D.</i>	<i>E.</i>	<i>F. = E x 2</i>	<i>G.</i>	<i>H.</i>	<i>I.</i>
20	1	EA	Olympian 50 KW Model D50P1 as specified	275	550	522	546	1,618
21	1	EA	Olympian 50 KW Model D50P1 as specified	275	550	522	546	1,618
22	1	EA	Caterpillar 1250 KW Model 3512 as specified	440	880	4,228	3,599	8,707
23	1	EA	Olympian 17 KW Model D17LH1S as specified	275	550	366	660	1,576
24	1	EA	Caterpillar 1250 KW Model 3512 as specified	440	880	4,228	3,599	8,707
25	1	EA	Caterpillar 400 KW Model C15 as specified	385	770	1,323	1,166	3,258
26	1	EA	Caterpillar 155 KW Model SR-4 as specified	330	660	503	1,107	2,270
27	1	EA	Caterpillar 1250 KW Model 3512 as specified	440	880	4,228	3,599	8,707
28	1	EA	Olympian 17 KW Model D17LH1S as specified	275	550	366	660	1,576
29	1	EA	Cummins 1750 KW Model DQKAA-7364865 as specified	440	880	4,228	3,599	8,707
30	1	EA	Caterpillar 1250 KW Model 3512 as specified	440	880	4,228	3,599	8,707
31	1	EA	Olympian 17 KW Model D17LH1S as specified	275	550	366	660	1,576
32	1	EA	Onan 60 KW Model GGHE-5635611 as specified	275	550	522	546	1,618
33	1	EA	Onan 100 KW Model 100GDBL3311A as specified	275	550	565	690	1,805
34	1	EA	Stewart & Stevenson 100 KW Model G415JAY-002 as specified	275	550	565	690	1,805
35	1	EA	Multiquip 85 KW Model DCA-8555K as specified	275	550	522	546	1,618
36	1	EA	Multiquip 85 KW Model DCA-8555K as specified	275	550	522	546	1,618
TOTAL				\$ 11,715	\$ 23,430	\$ 45,907	\$ 44,638	\$ 113,975

Emergency Repairs Response Time	Within 2 hours
Labor hourly rate - 8 to 5 pm	\$ 110
Service call fee - 8 to 5 pm	\$ -
Labor hourly rate - after hours	\$ 165
Service call fee - after hours	\$ -

Maintenance and Repair of Fixed Generators

CITY OF LUBBOCK, TEXAS

RFP 14-11689-MA

II. INSURANCE

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

INSURANCE COVERAGE REQUIRED

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

<u>TYPE</u>	<u>AMOUNT</u>
1. Worker's Compensation	Statutory
and	
Employers Liability	\$1,000,000
2. Commercial General (public) Liability insurance including coverage for the following:	
a. Premises operations	Combined single limit for bodily injury and property damage of \$1,000,000 per occurrence or its equivalent.
b. Independent contractors	
c. Products/completed operations	
d. Personal injury	
e. Advertising injury	
f. Contractual liability	
g. Medical payments	
3. Comprehensive Automobile Liability insurance, including	Combined single limit for bodily injury and property
Coverage for loading and unloading hazards, for:	of \$500,000 per occurrence or its equivalent.
a. Owned/leased vehicles	
b. Non-owned vehicles	
c. Hired vehicles	

The City of Lubbock shall be named additional insured with a waiver of subrogation in favor of the City on all coverage's. All copies of the Certificates of Insurance shall reference the RFP or proposal number for which the insurance is being supplied.

ADDITIONAL POLICY ENDORSEMENTS

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;
- c. Provide for notice to the City at the address shown below by registered mail;
- d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- f. All copies of the Certificates of Insurance shall reference the project name or proposal number for which the insurance is being supplied.

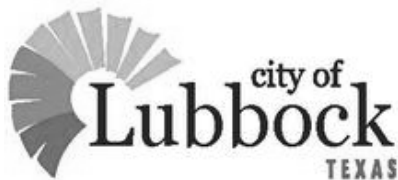
NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
1625 13th Street, Room 204
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.



Regular City Council Meeting

5. 12.

Meeting Date: 02/13/2014

Information

Agenda Item

Resolution - Solid Waste: Consider a resolution authorizing the Mayor to execute contract 11673 with Net Connection, LLC, for the installation of litter fence and additional netting panels at the West Texas Region Disposal Facility - Phase 5, ITB 14-11673-TS.

Item Summary

The Texas Commission on Environmental Quality (TCEQ) requires that a landfill control windblown waste and litter, as per 30 TAC 330.139(1). In addition, TCEQ requires that scattered waste and litter be picked up daily when a landfill is open, as per 30 TAC 330.139(2). Due to the high winds in our area, windblown litter does have the potential to leave the landfill property. In an effort to reduce the amount of litter leaving the property and to reduce the part-time labor needed to pick up the waste after it has left our property, a litter barrier fence is being constructed that is 30 feet tall, with 5 feet 3 inch outriggers and steel poles treated with an anti-corrosive finish. The construction of this fence will add 1,250 feet of fencing along the perimeter of the active disposal area.

The contract provides all labor, equipment, and materials to construct a new litter fence at the West Texas Region Disposal Facility at Abernathy, Texas. The additional netting panels priced in the bid will be used by staff to replace panels that have been damaged by age or as a result of high wind events.

Bids were received from the following companies:

Net Connection LLC of Birmingham, AL	\$119,313
NetServices LLC of Tulalip, WA	139,601
Ace Golf Netting LP of Austin, TX	157,748

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

Staff recommends contract award to the lowest bidder, Net Connection, LLC of Birmingham, Alabama for \$119,313. Time for completion is 30 days and liquidated damages are \$25 per day.

Fiscal Impact

Funds are appropriated in the Adopted FY 2013-14 Solid Waste Disposal (5515) operating budget for this purchase.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - Net Connection

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. 11673 for installation of litter fence and additional netting panels at West Texas Region Disposal Facility – Phase 5, by and between the City of Lubbock and Net Connection, LLC, of Birmingham, Alabama, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

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:ccdcs/RES.Contract-Net Connection
January 9, 2014

**BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT**

DATE: December 23, 2013

ITB 14-11673-TS – Installation of Litter Fence and Additional Netting Panels at West Texas Region Disposal Facility (WTRDF) – Phase 5

Bid of Net Connection, LLC (hereinafter called Bidder)

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

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of **Installation of Litter Fence and Additional Netting Panels at West Texas Region Disposal Facility (WTRDF) – Phase 5**, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below.

The bidder binds himself on acceptance of his bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated below.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
1	Provide all labor, equipment, and materials to construct a new litter fence netting system at the West Texas Region Disposal Facility at Abernathy, TX. The litter fence will be a total of 1,000 LF y 30' high constructed on steel poles. The new netting system must match the existing netting system <u>exactly</u> in order to maintain the integrity of the original design scheme, per specifications.	1,000	LF	\$ 80.68	\$ 80,680. ⁰⁰
2	Pricing for additional 250 LF of netting system and installation as specified above.	250	LF	\$69.75	\$ 17,437. ⁵⁰
3	Pricing for additional 30 ft wide x 25 ft tall panels of netting only, per specifications (to be installed by City staff as needed to repair existing fencing).	25	EA	\$ 294. ⁰⁰	\$ 7,350. ⁰⁰
4	Pricing for additional 90 ft wide x 25 ft tall panels of netting only, per specifications (to be installed by City staff as needed to repair existing fencing).	15	EA	\$ 845. ⁰⁰	\$ 12,675. ⁰⁰
5	Pricing for additional snaps per specifications	3,000	EA	\$ 0.39	\$ 1,170. ⁰⁰
TOTAL BASE BID (ITEMS 1-5)					\$ 119,312. ⁵⁰



Bidder's Initials

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **30 WORKING DAYS** thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **\$ 25** for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 28 of the General Instructions to Bidders.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of SEVENTY (70) calendar days after the scheduled closing time for receiving bids.

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

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


A handwritten signature consisting of a stylized, overlapping loop and a vertical stroke, positioned above a horizontal line.

Bidder's Initials

Enclosed with this bid is a Cashier's Check or Certified Check for _____ Dollars (\$ _____) or a Bid Bond in the sum of 5% of bid amount Dollars (\$ _____), 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: December 23, 2013

 Authorized Signature
Robert Watson
 (Printed or Typed Name)

Net Connection, LLC
 Company
2637 Queenstown Rd Suite A
 Address
Birmingham , Jefferson
 City, County
Alabama , 35210
 State Zip Code
 Telephone: 205 - 838-2995
 Fax: 205 - 838-2997

(Seal if Bidder is a Corporation)

ATTEST:

Jennifer M. Harmon
 Secretary

Bidder acknowledges receipt of the following addenda:

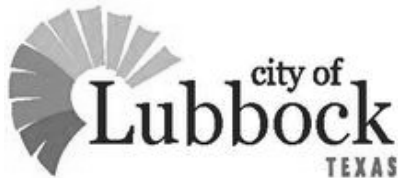
Addenda No. _____ Date _____
 Addenda No. _____ Date _____
 Addenda No. _____ Date _____
 Addenda No. _____ Date _____

FEDERAL TAX ID or SOCIAL SECURITY No.
20-2934149

EMAIL: atwener@netconninc.com

M/WBE Firm:

<input type="checkbox"/>	Woman	<input type="checkbox"/>	Black American	<input type="checkbox"/>	Native American
<input type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Asian Pacific American	<input type="checkbox"/>	Other (Specify)



Regular City Council Meeting

5. 13.

Meeting Date: 02/13/2014

Information

Agenda Item

Resolution - Airport: Consider a resolution authorizing the Mayor to execute contract 11691 with Horizon Glass for the airport terminal glass removal and replacement services, ITB 14-11691-TS.

Item Summary

The contract will provide the removal of damaged glass window panes and seals and the replacement with new glass panes and seals. There are several windows showing damage or deterioration that are in need of replacement. The terminal has various sizes of windows that are included in the bid.

The contract is awarded by the unit price. The amount of the award is based on estimated quantities and actual expenditures which may be more or less depending on actual need. The price per unit will not change and expenditures will not exceed appropriated funds. The contract will be for a term of one year with the option of two one-year extensions.

Staff recommends contract award to the sole bidder, Horizon Glass of Lubbock, Texas for \$40,524.

Fiscal Impact

The airport terminal glass will be paid from the Airport Operating Fund.

Staff/Board Recommending

Kelly Campbell, Interim Executive Director Airport and Airport Advisory Board

Attachments

Resolution & Contract - Horizon Glass

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. 11691 for airport terminal glass, by and between the City of Lubbock and Horizon Glass, 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:



Kelly Campbell, Interim Executive Director
Airport

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-Horizon Glass
January 16, 2014

**City of Lubbock, TX
Contract For Services
For Airport Terminal Glass**

THIS CONTRACT made and entered into this 13th day of February, 2014, by and between the City of Lubbock ("City"), and Horizon Glass, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for airport terminal glass 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 airport terminal glass.

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, airport terminal glass and more specifically referred to as Items One thru Nine 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 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:

<u>TYPE</u>	<u>AMOUNT</u>
General Liability	\$500,000
Commercial General Liability	
General Aggregate	
Products-Comp/Op AGG	
Personal & Adv. Injury	
Contractual Liability	
Automotive Liability	
Any Auto	\$500,000
Workers Compensation	Statutory Amounts

The City of Lubbock shall be named as additional insured on a primary and non-contributory basis on General Liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied. Copies of all endorsements are required.

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
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; Invitation to Bid No. 14-11691-TS, 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.

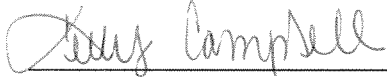
CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Kelly Campbell
Interim Executive Director Airport

APPROVED AS TO FORM:



Assistant City Attorney

CONTRACTOR

BY 

Authorized Representative



Print Name

588CR-6300

Address

Lubbock, TX 79416

City, State, Zip Code

**Revised
City of Lubbock, TX
ITB 14-11691-TS Airport Terminal Glass
Specifications**

I. INTENT

This solicitation is an Invitation to Bid to establish a contract for the airport terminal glass replacement.

II. SCOPE OF WORK

- A. Remove and dispose of existing glass and install new Viracon – 1”VSS-20 HS/AN, ¼ Bronze, heat strengthened VS-20#2, ½” airspace – mill finish sightline ½”, Dow 982 silicone (black), ¼” clear annealed.
- B. Size and count for 1” insulated glass approximate sizes:
4 – Main level units approximate size 48” X 98”
6 – Second level units approximate size 48” X 50”
1 – Second level unit approximate size 48” X 120”
2 – Main level unit approximate size 72” X 98”
1 – Main level unit approximate size 72” X 78”
2 – Second level unit approximate size 48” X 36”
20 – Top level unit approximate size 48” X 24”
- C. Size and count for ¼” clear annealed glass approximate sizes:

2 – Main level approximate size 72” X 60”
1 – Second level approximate size 62” X 24”
- D. Additional Glass:
7 Ft. x 6 Ft., ¼ Bronze Heat
7 Ft. x 8 Ft., ¼ Bronze Heat
7 Ft. x 9 Ft., ¼ Bronze Heat
7 Ft. x 4 Ft., ¼ Bronze Heat
7 Ft. 32”, ¼ Bronze Heat
3 Ft. x 11 Ft., ¼ Bronze Heat
- E. The contractor will remove and dispose of existing glass and install new glass in a timely manner. The contractor will furnish the necessary equipment and materials to do the job and will be responsible to secure the job site safely prior to leaving daily.
- F. These pieces of glass are not all the exact same size; measurements vary for each piece of glass listed; they are all approximate sizes. The contractor will need to measure every piece of glass before ordering. If bidders would like to come out and take measurements for the bid itself, we will be glad to escort.

- G. The contractor will need to have a minimum of two personnel badged with escort privileges for security at the airport. The contractor will have to have two badged personnel on site and remain on site before they will be allowed to begin work. During removal and installation we require that the contractor have the work area barricaded and a badged safety person inside the terminal where the glass is being replaced at all times for the public's safety. Total badging costs are \$45. There is a \$30 non-refundable finger print fee. Applicant must pass a FBI criminal background check. If the applicant passes the background check, they will have to schedule a one hour class on airport security. Once the class is completed, they will pay \$15 and get their badge. There is a \$100 fee for a lost, stolen or destroyed badge.
- H. The glass will need to be installed within 120 days from the date the glass is delivered.

III. Terms

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.

IV. Notice to Proceed

The successful bidder shall not commence work under this invitation to bid until duly notified by receipt Notice to Proceed signed as executed by the Director of Purchasing and Contract Management.

*****REVISED*****

BID FORM
Airport Terminal Glass
City of Lubbock, TX
ITB No. 14-11691-TS

In compliance with the Invitation to Bid 14-11691-TS, 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 14-11691-TS is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black ink or by typewriter.

ITEM	QTY (+/-)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery Days ARO**
1.	4	EA	48" x 98" 1" VS4-20 IG HS/AN, ¼ Bronze Heat Strength VS-20#2, ½" Airspace Mill Finish Sightline ½', Dow 982 Silicone Black, ¼" Clear Annealed, As Specified Herein.	\$ 1,650 ⁰⁰	\$ 6,600 ⁰⁰	
2.	6	EA	48" x 50" 1" VS4-20 IG HS/AN, ¼ Bronze Heat Strength VS-20#2, ½" Airspace Mill Finish Sightline ½', Dow 982 Silicone Black, ¼" Clear Annealed, As Specified Herein.	\$ 782 ⁰⁰	\$ 4,692 ⁰⁰	
3.	1	EA	48" x 120" 1" VS4-20 IG HS/AN, ¼ Bronze Heat Strength VS-20#2, ½" Airspace Mill Finish Sightline ½', Dow 982 Silicone Black, ¼" Clear Annealed, As Specified Herein.	\$ 1,996 ⁰⁰	\$ 1,996 ⁰⁰	
4.	2	EA	72" x 98" 1" VS4-20 IG HS/AN, ¼ Bronze Heat Strength VS-20#2, ½" Airspace Mill Finish Sightline ½', Dow 982 Silicone Black, ¼" Clear Annealed, As Specified Herein.	\$ 2,096 ⁰⁰	\$ 4,192 ⁰⁰	
5.	1	EA	72" x 78" 1" VS4-20 IG HS/AN, ¼ Bronze Heat Strength VS-20#2, ½" Airspace Mill Finish Sightline ½', Dow 982 Silicone Black, ¼" Clear Annealed, As Specified Herein.	\$ 1,819	\$ 1,819 ⁰⁰	
6.	2	EA	48" x 36" 1" VS4-20 IG HS/AN, ¼ Bronze Heat Strength VS-20#2, ½" Airspace Mill Finish Sightline ½', Dow 982 Silicone Black, ¼" Clear Annealed, As Specified Herein.	\$ 623	\$ 1,246 ⁰⁰	

7.	20	EA	48" x 24" 1" VS4-20 IG HS/AN, ¼ Bronze Heat Strength VS-20#2, ½" Airspace Mill Finish Sightline ½", Dow 982 Silicone Black, ¼" Clear Annealed, As Specified Herein.	\$ 512 ⁰⁰	\$ 10,240 ⁰⁰	
8.	2	EA	72" x 60" ¼" Clear Annealed	\$ 524 ⁰⁰	\$ 1048 ⁰⁰	
9.	1	EA	62" x 24" ¼" Clear Annealed	\$ 410 ⁰⁰	\$ 410 ⁰⁰	
10.	1	EA	7 Ft. x 6 Ft., ¼ Bronze Heat	\$ 1,500 ⁰⁰	\$ 1,500 ⁰⁰	
11.	1	EA	7 Ft. x 8 Ft., ¼ Bronze Heat	\$ 1,632 ⁰⁰	\$ 1,632 ⁰⁰	
12.	1	EA	7 Ft. x 9 Ft., ¼ Bronze Heat	\$ 1,698 ⁰⁰	\$ 1,698 ⁰⁰	
13.	1	EA	7 Ft. x 4 Ft., ¼ Bronze Heat	\$ 1,060	\$ 1,060 ⁰⁰	
14.	1	EA	7 Ft. x 32", ¼ Bronze Heat	\$ 978	\$ 978 ⁰⁰	
15.	1	EA	3Ft. x 11 Ft., ¼ Bronze Heat	\$ 1,413	\$ 1,413 ⁰⁰	
Total Cost (Items 1-15)					\$ 40,524 ⁰⁰	

*PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed

**Days After Receipt of Order (ARO)

Unless otherwise specified herein, the City may award the bid either item-by-item or on an all-or-none basis for any item or group of items shown on the bid.

The City of Lubbock is seeking a contract for airport terminal glass 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 _____%, net ___ 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?

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 HORIZON GLASS a corporation organized under the laws of the State of TEXAS, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: HORIZON GLASS
Address: 5818 CR 6300
City: Lubbock State: Tx Zip 79416

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 1-8-14
Addenda No. 2 Date 1-8-14
Addenda No. _____ Date _____

M/WBE Firm:	Woman	Black American	Native American
	Hispanic American	Asian Pacific America	Other (Specify)

By [Signature] Date: 1-15-14
Authorized Representative - must sign by hand

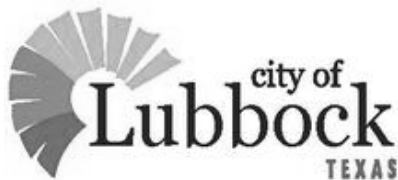
Officer Name and Title: Toby Owens, President
Please Print

Business Telephone Number 806 687-6891 FAX: 806-687-6893

E-mail Address: Toby@HorizonGlassLbk.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.



Regular City Council Meeting

5. 14.

Meeting Date: 02/13/2014

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute contract 11763 with Mythics, Inc. for software licenses for Oracle Database and Oracle Enterprise One applications.

Item Summary

The City uses Oracle Enterprise database for major software platforms such as Banner, which is the Utility Billing and Customer Information System, and Enterprise One, which is a Fiscal Management and Enterprise Resource Planning System.

Oracle is also the owner of Enterprise One, and has declared several of the modules - the Human Resources, Payroll, and Time and Labor modules - to be at end of life, and requires the City to migrate to its more current version. In order to migrate, the City needs to update to the current version of the licensing model.

During the process of updating the Enterprise One application, it was discovered there are shortages in the database licenses for both Enterprise One and Banner, and the City must "true-up" in order to become compliant with Oracle licensing policies.

The total for Oracle licenses is \$508,106 and Oracle Financial Division will provide a three-year payment plan at \$150,000 for the first year, and \$179,053, for years two and three.

The Enterprise One Application for licenses is \$243,792.18 and current-year maintenance is \$9,568.69. The database license true-up is \$264,314.00 and current-year maintenance is \$13,819.00.

The purchase from Mythics, Inc of Virginia Beach, Virginia is made available through the State of Texas Department of Information Resources (DIR) Oracle American, Inc. Contract DIR-VPC-03-018. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software, and other information technology products through the DIR program. Pursuant to Texas Government Code Chapter 791.025, purchases using DIR contracts meet competitive bid requirements through the DIR program.

Fiscal Impact

The annual amount for licenses, as well as the maintenance cost, is budgeted in the Information Technology operating budget.

Staff/Board Recommending

Mark Yearwood - Assistant City Manager/Chief Information Officer

Attachments

Resolution & Contract - Mythics

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. 11736 for licenses for Oracle Database and Oracle Enterprise One Applications, by and between the City of Lubbock and Mythics, Inc., of Virginia Beach, Virginia, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-Mythics, Inc.
January 23, 2014

Customer: City of Lubbock

Address: 1611 10th Street
Lubbock TX 79401

Contact: _____
Phone: _____
Email Notice: _____

Order: * _____ Dated: _____
Agreement: Texas DIR VPC-03-015 Dated: _____
PPA No.: 8509 Dated: 17 JAN 14

Executed by Customer (authorized signature):

Glen C. Robertson, Mayor
ATTEST:

Rebecca Garza, City Secretary
Executed by Oracle Credit Corporation:

By: *Chary Patzelt*
Name: **CHARY PATZELY**
Title: **OPD DIRECTOR
NAS OPERATIONS**

Payment Schedule Effective Date: _____

System:		Payment Schedule:	
Software:	508,106.18	Payment Amount:	Due Date:
Support:	0.00	1 @ USD 150,000	NET 30
Education:	0.00	2 @ USD 179,053	01-APR-15, 01-APR-16
Consulting:	0.00		
Other:	0.00		
System Price:	USD 508,106.18		

Transaction Specific Terms: For this Contract, the rate used in PPA Section 4, Paragraph 2, Subsection (i) shall be the lesser of the rate in the Contract or 2%.

Optional: (if this box is checked):

The Customer has ordered the System from an alliance member/agent of Oracle Corporation or one of its affiliates, whose name and address are specified below. Customer shall provide OCC with a copy of such Order. The System shall be directly licensed or provided by the Supplier specified in the applicable Order and Agreement, each of which shall be considered a separate contract. Customer has entered into the Order and Agreement based upon its own judgment, and expressly disclaims any reliance upon statements made by OCC about the System, if any. Customer's rights with respect to the System are as set forth in the applicable Order and Agreement and Customer shall have no right to make any claims under such Order and Agreement against OCC or its Assignee. Neither Supplier nor any alliance member/agent is authorized to waive or alter any term or condition of this Contract.

If within ten days of the Payment Schedule Effective Date, OCC is provided with Customer invoices for the System specifying applicable Taxes, then OCC may add the applicable Taxes in accordance with this Contract.

Alliance Member/Agent: Mythics, Inc.
Address: 1439 North Great Neck Road, Suite 201 Virginia Beach VA 23454
Contact: Mark Scura mscura@mythics.com Phone: 757.233.8088

This Payment Schedule is entered into by Customer and Oracle Credit Corporation ("OCC") for the acquisition of the System from Oracle Corporation, an affiliate of Oracle Corporation, an alliance member/agent of Oracle Corporation or any other party providing any portion of the System ("Supplier"). This Payment Schedule incorporates by reference the terms and conditions of the above-referenced Payment Plan Agreement ("PPA") to create a separate Contract ("Contract").

A. PAYMENTS: This Contract shall replace Customer's payment obligation under the Order and Agreement to Supplier, to the extent of the System Price listed above, upon Customer's delivery of a fully executed Order, Agreement, PPA, Payment Schedule, and any other documentation required by OCC, and execution of the Contract by OCC. Customer agrees that OCC may add the applicable Taxes due on the System Price to each Payment Amount based on the applicable tax rate invoiced by Supplier at shipment. OCC may adjust subsequent Payment Amounts to reflect any change or correction in Taxes due. If the System Price includes support fees for a support period that begins after the first support period, such future support fees and the then relevant Taxes will be paid to Supplier as invoiced in the applicable support period from the Payment Amounts received in that period. The balance of each Payment Amount, unless otherwise stated, includes a proportional amount of the remaining components of the System Price excluding such future support fees, if any.

B. SYSTEM: Software shall be accepted, and the services shall be deemed ordered pursuant to the terms of the Agreement. Customer agrees that any software acquired from Supplier to replace any part of the System shall be subject to the terms of the Contract. Any claims related to the performance of any component of the System shall be made pursuant to the Order and Agreement. Neither OCC nor Assignee shall be responsible to Customer for any claim or liability pertaining to any performance, actions, warranties or statements of Supplier.

C. ADMINISTRATIVE: Customer agrees that OCC or its Assignee may treat executed faxes or photocopies delivered to OCC as original documents; however, Customer agrees to deliver original signed documents if requested. Customer agrees that OCC may insert the appropriate administrative information to complete this form. OCC will provide a copy of the final Contract upon request.

* Quote # 101513 created 15 OCT 13 and Estimate # 102413 prepared on 24 OCT 13

Amendment No. 1
to Municipal Payment Schedule No. 63081 dated _____ ("MPS")
to the Municipal Payment Plan Agreement No. 8509 dated _____ ("MPPA",
and together with the MPS, the "Contract") between City of Lubbock ("Customer")
and Oracle Credit Corporation ("OCC")

This Amendment hereby amends the above referenced Contract in the following respects:

In the MPPA:

1. Preamble, End of Paragraph.

Add the following:

"This Contract shall be effective only upon the full execution and delivery of the Municipal Payment Plan Agreement and Municipal Payment Schedule No.1, all in the form attached (without any changes to any terms and conditions), and an Order and Agreement acceptable to OCC, by Customer to OCC to be received by February, 25th, 2014.

2. Section 4, Second Paragraph, Third Sentence

After the third sentence, **add** "Notwithstanding any term in this Contract to the contrary, neither party shall be subject to any arbitration process or proceeding without its prior written consent."

3. **The following terms are required to be added to the Contract by a resolution of the City Council of City of Lubbock, and are added as a new Paragraph 8:**

"8. Non-Arbitration: Either Party 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, neither Party shall 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. "

All other provisions of the Contract remain unchanged and in full force and effect.

The Effective Date of this Amendment No. 1 is _____.

CUSTOMER (authorized signature):

By: _____

Name: _____

Title: _____

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Mark Yearwood
Mark Yearwood, AD/CM/CIO

ORACLE CREDIT CORPORATION

By: Chary Patzelt

Name: CHARY PATZELT

Title: OPERATIONS

NAS OPERATIONS

City of Lubbock MPS Amendment_US

APPROVED AS TO FORM:

Chad Weaver
Chad Weaver, Asst City Attorney

Customer:	City of Lubbock
Address:	1611 10th Street
	Lubbock TX 79401
Phone:	
PPA No.:	8509
Date:	17-5-14

Executed by Customer (authorized signature):	
BY:	Glen C. Robertson, Mayor
ATTEST:	Rebecca Garza, City Secretary
Executed by Oracle Credit Corporation:	
By:	<i>Charly Patzelt</i>
Name:	CHARLY PATZELT
Title:	OPERATIONS DIRECTOR

This Payment Plan Agreement ("PPA") is entered into by Customer and Oracle Credit Corporation ("OCC") to provide for the payment of the System Price specified in a Payment Schedule on an installment basis. The System (as defined below) is being acquired from Oracle Corporation, an alliance member/agent of Oracle Corporation or any other party providing any portion of the System ("Supplier"). Each Payment Schedule shall specify the Software and other products and services, which items together with any upgrade, update, transfer, substitution, or replacement thereof shall comprise the "System". Each Payment Schedule shall incorporate the terms and conditions of the PPA to form a "Contract," and the System specified therein shall be subject to the terms and conditions of such Contract. The System shall be licensed or provided to Customer directly by Supplier pursuant to the terms of the Order and Agreement specified in the Contract. Except as otherwise provided under the Contract, Customer's rights and remedies under the Order and Agreement, including Supplier's warranty and refund provisions, shall not be affected.

1. APPROPRIATION OF FUNDS: As an agency or a political subdivision of the state in which Customer is located, Customer's payment obligations hereunder are subject to the appropriation of funds. Customer may terminate its obligation to pay the Payment Amounts due under a Contract if funds are not appropriated or otherwise made available in subsequent fiscal periods for all Payment Amounts due during that fiscal period. The obligation to pay the Payment Amounts due under the applicable Contract as well as Customer's right to use any part of the System shall terminate on the last day of the fiscal period for which appropriations were received, without penalty or expense to Customer of any kind. Customer shall be responsible for any obligations outstanding prior to termination for which funds have been appropriated. Customer shall provide OCC with written notice of such non-appropriation within thirty (30) days of Customer's receipt of notice of non-appropriation, together with reasonable details regarding the non-appropriation of funds, as requested by OCC or as mandated by applicable law.

To the extent permitted by law, Customer agrees that: (i) it has funds available to pay all Payment Amounts due during the current fiscal period; (ii) it intends to obtain funds for payment of Payment Amounts from its governing body in each subsequent fiscal period; and (iii) if funds are appropriated, Customer shall use such funds to pay the Payment Amounts due hereunder.

2. ESSENTIAL USE: Customer represents to OCC as of the Payment Schedule Effective Date, and presently intends throughout the term of each Contract, that: (i) the use of the System is essential to the proper, efficient and economic functioning of Customer or to the services that Customer provides; (ii) the System shall only be used by the Customer to perform its governmental functions; and (iii) Customer will use the System during the current fiscal period, and intends to use it for the term of this Contract. In reliance of Customer's representations regarding the essential use of the System and other representations and agreements herein, OCC has entered into this Contract.

3. PAYMENT SCHEDULE: Upon acceptance, except as provided in Section 1 above, Customer agrees to pay OCC the Payment Amounts in accordance with the Contract, with each payment due and payable on the applicable Due Date. If full payment of each Payment Amount and other amounts payable is not received by OCC within 10 days of each Due Date, Customer agrees to pay to OCC interest on the overdue amount at the rate equal to the lesser of: the maximum amount allowed by applicable prompt payment laws (a copy of which Customer will provide to OCC, if applicable), or one and one-half percent (1.5%) per month.

Unless stated otherwise, Payment Amounts exclude any applicable sales, use, property or any other tax allocable to the System, Agreement or Contract ("Taxes"). Any amounts or any Taxes payable under the Agreement which are not added to the Payment Amounts due under the Contract are due and payable by Customer, and Customer shall remain liable for any filing obligations. If Customer provides OCC an exemption certificate (in form acceptable to OCC), Customer shall not be liable for any Taxes exempted therein. Customer's obligation to remit Payment Amounts to OCC or its assignee in accordance with the Contract is absolute, unconditional, noncancellable, independent, and shall not be subject to any abatement, set-off, claim, counterclaim, adjustment, reduction, or defense for any reason, including but not limited to, any termination of or dispute arising under the Agreement or related agreements, performance of the System, or any claim against Supplier.

4. DEFAULT; REMEDIES: Except as provided under Section 1, any of the following shall constitute a Default under this Contract: (a) Customer fails to pay when due any sums due under any Contract; (b) Customer breaches any representation or fails to perform any obligation in any Contract; (c) Customer terminates the license related to the System, or Customer materially breaches the Agreement; (d) Customer defaults under a material agreement with Assignee; or (e) Customer becomes insolvent or makes an assignment for the benefit of creditors, or a trustee or receiver is appointed for Customer or for a substantial part of its assets, or bankruptcy, reorganization or insolvency proceedings shall be instituted by or against Customer.

In the event of a Default that is not cured within thirty (30) days of written notice, OCC may: (i) subject to limitations imposed by applicable law, require all outstanding Payment Amounts and other sums due and scheduled to become due (discounted at the lesser of the rate in this Contract or five percent (5%) per annum simple interest) to become immediately due and payable by Customer; (ii) terminate all of Customer's rights to use the System and related services; and (iii) pursue any other rights or remedies available at law or in equity. In the event OCC institutes any action for the enforcement of the Contract, and if authorized by statute and awarded by a court, there shall be due from Customer, in addition to the amounts due above, all costs and expenses of such action, including reasonable attorneys' fees. No failure or delay on the part of OCC to exercise any right or remedy hereunder shall operate as a waiver thereof, or as a waiver of any subsequent breach. All remedies are cumulative and not exclusive.



Mark Scura
 Direct: 757.233.8088
 Fax: 757.412.1060
 Email: mscura@mythics.com
 1439 N. Great Neck Rd. Suite 201
 Virginia Beach, VA 23454

End-User Name: City of Lubbock

Quote Number: 101513
 Quote Created 10/15/2013
 Expiration Date 2/15/2014

Contact: Mike Wesley
 Phone: 806.775.2362
 Email: mawesley@mail.ci.lubbock.tx.us
 Project JD Edwards Migration

LICENSE / SUPPORT

Line Item	Migrating To:	Type	QTY	List Price	License Credit	Extended Price	
1	Enterprise One Human Resources	Application User	2270	\$419,950.00	\$32,818.12	\$67,998.89	
2	Enterprise One Payroll	Application User	2270	\$510,750.00	\$39,913.92	\$82,701.36	
3	Enterprise One Time and Labor	Application User	2270	\$249,700.00	\$19,513.48	\$40,431.77	
4	Enterprise One Technology Foundation	Application User	200	\$105,000.00	\$8,205.52	\$17,001.73	
5	Custom Application Suite #1- Customer Suite User - Includes the following modules in the Suite: - Open Market DIR	Custom Suite User	182	-	-	\$0.00	
6	JD Edwards Enterprise One Advanced Stock Valuation	<p>Application User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. If you license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, you are required to maintain licenses for the equivalent number of Application Users licensed and you are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for your entire employee population. Application Users licensed for Oracle Order Management are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle Fusion Sourcing, Oracle ISupplier Portal, Oracle Fusion Supplier Portal, Oracle Services Procurement, PeopleSoft eSupplier Connection, PeopleSoft Strategic Sourcing and JD Edwards Supplier Self Service programs, use by your external suppliers is included with your application user licenses.</p> <p>Custom Suite User: is defined as an individual authorized by you to use the application programs included in the applicable Custom Applications Suite which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time</p>					
7	JD Edwards Enterprise One Agreement Management						
8	JD Edwards Enterprise One Bulk Stock Inventory						
9	JD Edwards Enterprise One Configurator						
10	JD Edwards Enterprise One Contract and Service Billing						
11	JD Edwards Enterprise One Inventory Management						
12	JD Edwards Enterprise One Manufacturing Management						
13	JD Edwards Enterprise One Procurement and Subcontract Management						
14	JD Edwards Enterprise One Quality Management						
15	JD Edwards Enterprise One Requirements Planning						
16	JD Edwards Enterprise One Sales Order Management						
17	JD Edwards Enterprise One Service Management Foundation						
18	JD Edwards Enterprise One Transportation Management						
19	JD Edwards Enterprise One Warehouse Management						
20	JD Edwards Enterprise One Advanced Pricing						
21	JD Edwards Enterprise One Financials						
22	JD Edwards Enterprise One Project Costing						
23	JD Edwards Enterprise One System Foundation						
24							
25						Incremental Support Through 4/30/2014	\$8,064.20
26						Delta Support Through 4/30/2014	\$0.00

Line Item	Product Description	Term	Metric	QTY	Discounted Unit Price	Extended Price
27	Custom Application Suite #1- Customer Suite User - Includes the same modules associated with the migration - Open Market	Perpetual	Custom Suite User	18	\$ 1,413.53	\$ 25,443.48
28	Update Rights and Product Technical Support	Through 4/30/2014	Custom Suite User	18	\$ 59.64	\$ 1,073.51
29	One View Reporting Foundation	Perpetual	Application User	11	\$ 276.08	\$ 3,036.87
30	Update Rights and Product Technical Support	Through 4/30/2014	Application User	11	\$ 11.65	\$ 128.13
31	One View Reporting For Financials	Perpetual	Application User	5	\$ 276.08	\$ 1,380.40
32	Update Rights and Product Technical Support	Through 4/30/2014	Application User	5	\$ 11.65	\$ 58.24
33	One View Reporting For Project Costing	Perpetual	Application User	5	\$ 276.08	\$ 1,380.40
34	Update Rights and Product Technical Support	Through 4/30/2014	Application User	5	\$ 11.65	\$ 58.24
35	One View Reporting For Inventory Management	Perpetual	Application User	5	\$ 276.08	\$ 1,380.40
36	Update Rights and Product Technical Support	Through 4/30/2014	Application User	5	\$ 11.65	\$ 58.24
37	One View Reporting For Payroll	Perpetual	Application User	5	\$ 276.08	\$ 1,380.40
38	Update Rights and Product Technical Support	Through 4/30/2014	Application User	5	\$ 11.65	\$ 58.24
39	One View Reporting For Human Resources	Perpetual	Application User	6	\$ 276.08	\$ 1,656.48
40	Update Rights and Product Technical Support	Through 4/30/2014	Application User	6	\$ 11.65	\$ 69.89
SUBTOTAL LICENSE:						\$243,792.18
SUBTOTAL SUPPORT THROUGH 4/30/2014:						\$9,568.69
UPON REQUEST						

Software may be downloaded at: <http://edelivery.oracle.com>

This is a non cancellable order.	GRAND TOTAL: \$253,360.87
<p>Additional Information: This quotation is an estimate and is an invitation for you to offer to purchase products and services from Mythics. Your order is subject to Mythics' acceptance and to software licensing terms and conditions per reference to an existing license/contract or a newly executed license accompanying your order. Mythics DUNS#: 013358002 Mythics Fed Tax ID# 54-1987871 CAGE CODE: 1TA34 Business Size: Small NAIC: 423430 Support services are provided under Oracle's then current technical support policies located at: http://www.oracle.com/support/policies.html You agree that Mythics has the right to cancel your support due to non-payment. Media is available for download at no additional cost at http://edelivery.oracle.com/</p> <p>In reliance on your order, Mythics will issue a non-cancellable order with its supplier for software or hardware products ordered. Therefore all orders are non-cancellable</p> <p>* Please note that the support for the products listed above will begin when Oracle processes this order. If you have a desired period of performance please make sure to discuss this with Mythics in advance delivering the purchase order.</p> <p>Purchasing Instructions: Please include the following statements in your Purchase order: 1. This order is placed open market pursuant to the terms and conditions of Texas DIR-VPC-03-018 2. Payment terms are: License Fee: OFD terms and dates Support: Net30 3. Mythics quote # 101513 Fax order to 757-412-1060 or email to: mscura@mythics.com</p> <p>_____ NAME _____ SIGNATURE _____ DATE</p>	



DIR-VPC-03-018



Mark Scura
 Direct: 757.233.8088
 Fax: 757.412.1060
 Email: mscura@mythics.com
 1439 N. Great Neck Rd. Suite 201
 Virginia Beach, VA 23454

Company Name: City of Lubbock
 Contact: Mike Wesley
 Email: mawesley@mail.ci.lubbock.tx.us
 Phone: 806.775.2362
 Project: JD Edwards Migration

Estimate Number: 102413
 Estimate prepared on: October 24, 2013
 Valid thru: February 15, 2014

LICENSES AND SUPPORT

Item Nbr	Oracle Product Description	Term	Oracle License Type	Number of Licenses	Discounted Unit Price	Extended Price
JDE						
1	Oracle Database Enterprise Edition	Perpetual	Named User Plus	150	\$ 423.70	\$ 63,555.00
2	Update Rights and Product Technical Support	Through 4.30.214	Named User Plus	150	\$ 17.88	\$ 2,681.50
3	Tuning Pack	Perpetual	Named User Plus	150	\$ 44.60	\$ 6,690.00
4	Update Rights and Product Technical Support	Through 4.30.214	Named User Plus	150	\$ 1.88	\$ 282.26
5	Diagnostics Pack	Perpetual	Named User Plus	150	\$ 44.60	\$ 6,690.00
6	Update Rights and Product Technical Support	Through 4.30.214	Named User Plus	150	\$ 1.88	\$ 282.26
7	Partitioning	Perpetual	Named User Plus	150	\$ 102.58	\$ 15,387.00
8	Update Rights and Product Technical Support	Through 4.30.214	Named User Plus	150	\$ 4.33	\$ 649.20
9	Oracle Database Enterprise Edition	Perpetual	Named User Plus	150	\$ 423.70	\$ 63,555.00
10	Update Rights and Product Technical Support	Through 4.30.214	Named User Plus	150	\$ 17.88	\$ 2,681.50
11	Tuning Pack	Perpetual	Named User Plus	150	\$ 44.60	\$ 6,690.00
12	Update Rights and Product Technical Support	Through 4.30.214	Named User Plus	150	\$ 1.88	\$ 282.26
13	Diagnostics Pack	Perpetual	Named User Plus	150	\$ 44.60	\$ 6,690.00
14	Update Rights and Product Technical Support	Through 4.30.214	Named User Plus	150	\$ 1.88	\$ 282.26
15	Partitioning	Perpetual	Named User Plus	150	\$ 102.58	\$ 15,387.00
16	Update Rights and Product Technical Support	Through 4.30.214	Named User Plus	150	\$ 4.33	\$ 649.20
Ventix						
17	Oracle Database Enterprise Edition	Perpetual	Named User Plus	100	\$ 423.70	\$ 42,370.00
18	Update Rights and Product Technical Support	Through 4.30.214	Named User Plus	100	\$ 17.88	\$ 1,787.67
19	Tuning Pack	Perpetual	Named User Plus	100	\$ 44.60	\$ 4,460.00
20	Update Rights and Product Technical Support	Through 4.30.214	Named User Plus	100	\$ 1.88	\$ 188.18
21	Diagnostics Pack	Perpetual	Named User Plus	100	\$ 44.60	\$ 4,460.00
22	Update Rights and Product Technical Support	Through 4.30.214	Named User Plus	100	\$ 1.88	\$ 188.18
23	WebLogic Server Enterprise Edition	Perpetual	Named User Plus	60	\$ 223.00	\$ 13,380.00
24	Update Rights and Product Technical Support	Through 4.30.214	Named User Plus	60	\$ 9.41	\$ 564.53
Migration - Migrating From						
25	Internet Application Server Enterprise Edition (6 Processors, Perpetual CSI # 18056267)	Migrating To:	Type	QTY	List Price	License Credit
26		WebLogic Server Enterprise Edition	Processor	6	\$ 11,150.00	\$ 79,028.12
27						License Fee
28						Support Fee Through 5.31.14
						Delta Support Through 5.31.14
SUBTOTAL: LICENSE						\$ 264,314.00
SUBTOTAL: SUPPORT & UPDATE RIGHTS						\$ 13,819.00
SUBTOTAL: FEE						
TOTAL*						\$ 278,133.00

Applicable State taxes will be added unless an exemption is provided.

Additional Information:

This quotation is an estimate and is an invitation for you to offer to purchase products and services from Mythics. Your order is subject to Mythics' acceptance and to software licensing terms and conditions per reference to an existing license/contract or a newly executed license accompanying your order.

Mythics DUNS#: 013358002
Mythics Fed Tax ID# 54-1987871
CAGE CODE: 1TA34
NAIC: 423430

Support services are provided under Oracle's then current technical support policies located at: <http://www.oracle.com/support/policies.html>

You agree that Mythics has the right to cancel your support due to non-payment.

Media is available for download at no additional cost at <http://edelivery.oracle.com/>

In reliance on your order, Mythics will issue a non-cancellable order with its supplier for software or hardware products ordered.

Therefore all orders are non-cancellable

* Please note that the support for the products listed above will begin when Oracle processes this order. If you have a desired period of performance please make sure to discuss this with Mythics in advance delivering the purchase order.

Purchasing Instructions:

Please include the following statements in your order:

- 1. **This order is placed pursuant to the terms and conditions of Texas DIR-VPC-03-018.**
- 2. **Payment terms are: "License fees: OFD terms and dates Support fees: Net 30"**
- 3. **Mythics Estimate Number: 102413**

Fax order to 757-412-1060 or email to: mscura@mythics.com

Please note this pricing is subject to final management approval.

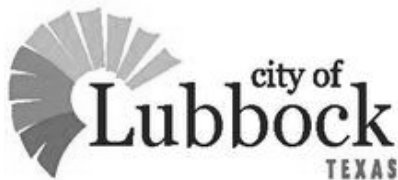
Processor: shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on a processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at <http://oracle.com/contracts>. All cores on all multicore chips for each licensed program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle programs with Standard Edition One or Standard Edition in the product name (with the exception of Java SE Support, Java SE Advanced, and Java SE Suite), a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket. For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the program (other than Standard Edition One programs or Standard Edition programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running the program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for 'All other multicore chips' equals 10).

Named User Plus / Named User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. All of the remaining provisions of this definition apply only with respect to Named User Plus licenses, and not to Named User licenses. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the programs, if such devices can access the programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

NAME

SIGNATURE

DATE



Regular City Council Meeting

5. 15.

Meeting Date: 02/13/2014

Information

Agenda Item

Resolution – Police: Consider a resolution authorizing the Mayor to execute purchase order contract 10010762 with GT Distributors for the exchange of used firearms for new firearms and the purchase of new holsters.

Item Summary

The goods to be acquired are 448 new duty firearms, 431 new duty holsters, and 431 plain clothes holsters for all Lubbock Police Officers. The firearms will be an even exchange with GT Distributors at no cost to the City, trading current used duty firearms, Sig Sauer DAK .40 caliber, for new ones, Glock Gen 4 G22 .40 caliber. The duty and plain clothes holsters allow officers to carry and secure these firearms will be a purchase from the Police Department seized funds, and will be based on an officer's needs (left or right-handed, with or without firearm light attachment.)

This is beneficial because it will save the Police Department money as the Glock is a less expensive firearm for the Police Department to purchase for future officers. It will ensure a new firearm for each current officer at no cost, thereby avoiding the need to purchase new firearms to replace aging existing ones. It is a lighter firearm with less maintenance, a more even tension trigger pull, customizable grip sizes based on officer's needs, and the ability to carry more rounds per firearm.

This will be a one phase project, with the anticipated beginning date of March 1, 2014, and completion of the firearm exchange, delivery of holsters, and distribution to and training of officers by September 30, 2014. The reason for the time frame is to allow time for the goods to be manufactured and received, officers to be trained on the new firearms and holsters, and for the distributor to receive and process the exchanged firearms per federal rules.

The \$56,325 purchase from GT Distributors of Austin, TX is made through the Texas Association of School Boards Local Government Purchasing Cooperative, Contract 363-10, using an electronic purchasing system known as BuyBoard. The purchasing cooperative is an administrative agency created in accordance with Section 791.001 of the Texas Government Code and used to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods and services.

Fiscal Impact

There will be no immediate budget impact as this is an even-exchange and the holsters are being purchased with seized funds.

Staff/Board Recommending

Roger Ellis, Chief of Police

Attachments

Resolution & Purchase Order - GT Distributors

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 10010762 for the exchange of used firearms for new and the purchase of new holsters as per Buyboard Contract No. 363-10, by and between the City of Lubbock and GT Distributors of Austin, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.


Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Roger Ellis, Chief of Police

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.GT Distributors-PurchaseOrd
January 21, 2014



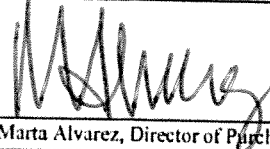
City of PURCHASE ORDER

Page - 1
 Date - 01/21/2014
 Order Number 10010762 000 OP
 Branch/Plant 5711

TO: GT DISTRIBUTORS
 BOX 16080
 AUSTIN Texas 78761

SHIP TO: CITY OF LUBBOCK
 POLICE DEPARTMENT
 916 TEXAS AVENUE
 LUBBOCK Texas 79401

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

BY: 
 Marta Alvarez, Director of Purchasing & Contract Management

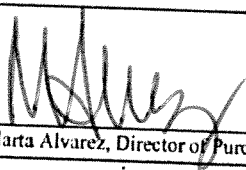
Ordered ~~02/13/2014~~ Freight
 Requested 03/31/2014 Taken By T SHELLEY
 Delivery PER E SANCHEZ REQ 43035 BUYBOARD CONTRACT 363-10

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
UG-SIGP229RDAK-40	448.000	(409.0000)	EA	(183,232.00)	03/31/2014
Used Gun SigSauer P229R DAK					
GLOCK-PG22507*	350.000	409.0000	EA	143,150.00	03/31/2014
Glock22 Gen 4 w/Glock NS					
GLOCK-PG23507*	98.000	409.0000	EA	40,082.00	03/31/2014
Glock 23 Gen IV W Glock NS					
SAF-6280-8321-81*	303.000	103.0500	EA	31,224.15	03/31/2014
Safariland-6280-Glock 22-M6 Li					
SAF-6280-83-81*	102.000	94.6800	EA	9,657.36	03/31/2014
Safariland-6280 Holster-Glock					
SAF-6280-8321-82*	15.000	103.0500	EA	1,545.75	03/31/2014
Safariland 6280 glock 22 M6					
SAF-6280-83-82*	11.000	94.6800	EA	1,041.48	03/31/2014
Safariland-6280 Holster-Glock					
SAF-6378-83-411*	405.000	29.8300	EA	12,081.15	03/31/2014
Safariland-ALS Paddle Holster-					

TO: GT DISTRIBUTORS
BOX 16080
AUSTIN Texas 78761

SHIP TO: CITY OF LUBBOCK
POLICE DEPARTMENT
916 TEXAS AVENUE
LUBBOCK Texas 79401

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

BY: 
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 02/13/2014 Freight
Requested 03/31/2014 Taken By T SHELLEY
Delivery PER E SANCHEZ REQ 43035 BUYBOARD CONTRACT 363-10

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
SAF-6378-83-412*	26.000	29.8300	EA	775.58	03/31/2014
Safariland-6378 ALS Paddle Hol					
				Total Order	
Terms NET 15 DAYS				56,325.47	

This purchase order encumbers funds in the amount of \$56,325.47 awarded to GT Distributors of Austin, TX on February 13, 2014. The following is incorporated into and made part of this purchase order by reference: Buyboard Contract 363-10. Price quotation dated January 2, 2014 from GT Distributors of Austin, TX. Resolution# _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary



GT Distributors - Austin
 P.O. Box 16080
 Austin TX 78761
 (512) 451-8298 Ext. 0000

Quote	QTE0071554
Date	1/2/2014
Page:	1

Bill To:

Lubbock, City of
 Attn: Accounts Payable
 PO Box 2000
 Lubbock TX 79457

Ship To:

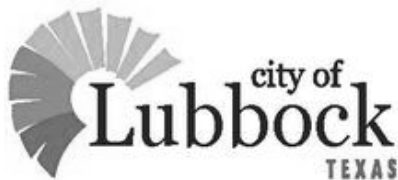
Lubbock, City of
 916 Texas Avenue
 Lubbock TX 79401

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
GUN TRADE	000383	DJ	U	NET 15	0/0/0000	1,116,015
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
448	UG-SIGP229RDAK-40	Used Gun SigSauer P229R DAK w/rails .40 Pis	EA	(\$409.00)	\$183,232.00)	
		Trade Firearms must come with 3 LE Mags.				
350	GLOCK-PG22507*	Glock22 Gen4 w/ Glock NS	EA	\$409.00	\$143,150.00	
98	GLOCK-PG23507*	Glock 23 Gen IV W Glock NS	EA	\$409.00	\$40,082.00	
303	SAF-6280-8321-81*	Safariland-6280-Glock 22-M6 Light-BW-Rh	EA	\$103.05	\$31,224.15	
102	SAF-6280-83-81*	Safariland-6280 Holster-Glock 22-BW/RH	EA	\$94.68	\$9,657.36	
15	SAF-6280-8321-82*	Safariland 6280 glock 22 M6 Light Basket Wea	EA	\$103.05	\$1,545.75	
11	SAF-6280-83-82*	Safariland-6280 Holster-Glock 17,22-BW-Lh	EA	\$94.68	\$1,041.48	
405	SAF-6378-83-411*	Safariland-ALS Paddle Holster-Glock 17,22-Pl	EA	\$29.83	\$12,081.15	
26	SAF-6378-83-412*	Safariland-6378 ALS Paddle Holster-Glock 17,	EA	\$29.83	\$775.58	
1	NOTES	Notes: Quotation reflects Buyboard Contract 363-10 Contract period 04/01/11-03/31/14.	EA	\$0.00	\$0.00	

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Your salesman is Dick Jensen. Thank you!
 Jon Caspell, Captain (806) 775-2692
 jcaspell@mail.ci.lubbock.tx.us

Subtotal	\$56,325.47
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$56,325.47



Regular City Council Meeting

5. 16.

Meeting Date: 02/13/2014

Information

Agenda Item

Ordinance 2nd Reading - City Secretary: Consider Ordinance 2014-00017 ordering the 2014 Regular Municipal Election of the City of Lubbock to be held May 10, 2014.

Item Summary

On January 23, 2014, the City Council approved the first reading of the ordinance.

The Lubbock City Council deems it to be in the best interest of the citizens of Lubbock to order a Regular City Election for the purpose of electing municipal officers. The election is to be held May 10, 2014, pursuant to the Texas Election Code, the Lubbock City Charter, and City ordinances. Said election shall be for the purpose of electing the following officers of the City of Lubbock: Mayor (At Large), 2-year term; and Council Members, Districts 1, 3, and 5, for 4-year terms.

Fiscal Impact

\$210,000 is appropriated in the Adopted FY 2013-14 Operating Budget.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

[Election Ordinance](#)

[Exhibit A - ED Locations](#)

[Exhibit B - EV Locations](#)

ORDINANCE NO. _____

AN ORDINANCE ORDERING THE 2014 REGULAR MUNICIPAL ELECTION OF THE CITY OF LUBBOCK; INDICATING THOSE OFFICERS TO BE ELECTED; PROVIDING FOR AN ACCESSIBLE ELECTRONIC VOTING SYSTEM TO BE USED; ESTABLISHING POLLING PLACES; APPOINTING ELECTION JUDGES; ESTABLISHING HOURS FOR VOTING; ADOPTING THE SEALED BALLOT BOX PROCEDURE; PROVIDING FOR EARLY VOTING; DIRECTING THE CITY SECRETARY TO GIVE NOTICE OF THE REGULAR MUNICIPAL ELECTION OF THE CITY OF LUBBOCK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to order a Regular City Election for the election of municipal officers to be held on **May 10, 2014**, pursuant to the Texas Election Code, the Lubbock City Charter and City ordinances; NOW THEREFORE:

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

SECTION 1. THAT the Regular City Municipal Election for the election of municipal officers of the City of Lubbock is hereby ordered to be conducted on **May 10, 2014**, under the applicable provisions of the Texas Election Code, the Lubbock City Charter and City ordinances.

SECTION 2. THAT said election shall be for the purpose of electing the following officers of the City of Lubbock:

MAYOR (AT LARGE)	2 YEAR TERM
COUNCIL MEMBER, DISTRICT 1	4 YEAR TERM
COUNCIL MEMBER, DISTRICT 3	4 YEAR TERM
COUNCIL MEMBER, DISTRICT 5	4 YEAR TERM

SECTION 3. THAT said City general election shall be held at the places in the City of Lubbock hereinafter designated as voting precincts and in the voting places designated in **Exhibit A** hereto. Voting places shall be open from 7:00 a.m. to 7:00 p.m., and all electors shall vote a ballot appropriate for the precinct of their residence at any Countywide Polling Place (Vote Center) shown on **Exhibit A**, as provided for in Section 43.007 of the Texas Election Code.

SECTION 4. THAT an accessible electronic voting system shall be used for this election, including early voting. At least one accessible voting device approved and certified by the Texas Secretary of State shall be provided in each polling place and in every polling location used to conduct said City general election. Said approved and certified accessible electronic voting system shall be supplied for said City general election by Lubbock County, acting by and through its Elections Administrator. The sealed ballot box procedure established by Subchapter C, Chapter 127, Texas Election Code, shall be used for this election.

SECTION 5. THAT the persons named in **Exhibit A** hereto are hereby appointed Judges and Alternate Judges to conduct said General City Election on **May 10, 2014**. In the event any named person is unable to serve for any reason, the city secretary of the City of Lubbock is hereby authorized and directed to make such substitutions as may be required and to amend **Exhibit A** hereto as required. Each presiding judge so named is authorized to appoint the number of clerks authorized by the city secretary of the City of Lubbock, which number shall not be less than two (2) clerks or more than six (6) clerks. The alternate judges shall serve as presiding judges in the event that the regularly appointed presiding judge is unable to serve. The alternate judges shall be appointed by the presiding judge to serve as one of the clerks in the event that the regularly appointed presiding judge conducts the election.

SECTION 6. THAT early voting by personal appearance shall commence on **April 28, 2014**, and end on **May 6, 2014**. Said early voting shall be conducted at the locations, days and hours indicated on **Exhibit B** hereto.

SECTION 7. THAT the Mayor, assisted by the City Secretary, is hereby authorized and directed to give notice of the General City Election of municipal officers as required by law.

SECTION 8. THAT the City Secretary of the City of Lubbock is hereby ordered to cause publication of this Ordinance ordering the General City election of municipal officers in a newspaper of general circulation at least once no earlier than the 30th day nor later than the 10th day before election day. In addition, a copy of this Ordinance shall be posted not later than the 21st day before election day on the bulletin board used for posting notices of meetings of the governing body and a notice of consolidation shall be posted prior to the day of the election at any polling places not consolidated at the last previous election, which notice shall indicate the precinct of consolidation and the location of the new polling place.

SECTION 9. THAT the City Secretary shall serve a duly certified copy of this Ordinance and the Election Notice upon each of the presiding judges named in **Exhibit A** not later than the seventh day after the signing of this Ordinance or the 15th day before election day, whichever is later. In addition, the City Secretary shall deliver a certified copy of this Ordinance and the Election Notice on the County Clerk not later than the 60th day before election day.

SECTION 10. THAT this Ordinance shall become effective upon final passage by the City Council of the City of Lubbock.

AND IT IS SO ORDERED.

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

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO FORM:



Amy L. Sims, Assistant City Attorney

Exhibit A (*Anexo A*)

Lubbock County Cities and Schools General and Special Elections
(Elecciones General y Especial de Ciudades y Escuelas para el Condado de Lubbock)

Vote Centers, Election Judges and Alternate Judges

(*Ubicaciones de Centros de Votación, Jueces, y Suplentes*)

Election Day, May 10, 2014

(Día de las elecciones, 10 de mayo de 2014)

***American Sign Language Interpreters available

***Intérpretes de Lengua de Signos disponible

Abernathy City Hall, 811 Avenue D, Abernathy (Oficina Municipal de Abernathy—811 avenida D, Abernathy)	Judge (Juez), Rita Prieto Alternate Judge (Suplente), Manuel Prieto
Bacon Heights Baptist Church – 5039 53rd St (Iglesia Bautista Bacon Heights--5039 calle 53)	Judge (Juez), Keith Hewett Alternate Judge (Suplente), Angie Jenkins
Broadview Baptist Church– 1302 N Frankford Ave (Iglesia Bautista Broadview--1302 avenida Frankford al Norte)	Judge (Juez), Keith Gast Alternate Judge (Suplente), Ralph Loerwald
Byron Martin ATC - 3201 Avenue Q *** (Byron Martin ATC-3201 avenida Q)***	Judge (Juez), Rosemary Treviño Alternate Judge (Suplente), Francisca Gómez
Calvary Baptist Church - 5301 82 nd St*** (Iglesia Bautista Calvario—5301 calle 82)***	Judge (Juez), Nicky Anderson Alternate Judge (Suplente), Mona Mojica
Casey Administration Building-501 7 th St, Wolfforth (Edificio de Administración Casey – 501 calle 7, Wolfforth)	Judge (Juez), Lynn Acton Alternate Judge (Suplente), Isabell Gonzales
Catholic Diocese of Lubbock-4620 4 th St (Diócesis Católica de Lubbock--4620 calle 4)	Judge (Juez), (Linda) Kay Landress Alternate Judge (Suplente), Karen Favers
Cavazos Middle School- 210 N University Ave (Escuela Secundaria Menor Cavazos-- 210 avenida Universidad)	Judge (Juez), Ramón Hernández Alternate Judge (Suplente), Frances Autry
Celebration Christian Center-8001 Upland Ave (Celebration Christian Center --8001 avenida Upland)	Judge (Juez), Kandi Taylor Alternate Judge (Suplente), Johnny Franklin

Church on the Rock-10503 Slide Rd (Church on the Rock—10503 carretera Slide)	Judge (Juez), John Paduch Alternate Judge (Suplente), Carol Newsom
Elks Lodge No 1348 - 3409 Milwaukee Ave (Elks Lodge No. 1348--3409 avenida Milwaukee)	Judge (Juez), Dawna Gilbert Alternate Judge (Suplente), Louisa Lara
First Assembly of God Church-3801 98 th St (Iglesia Primera Asamblea de Dios—3801 calle 98)	Judge (Juez), Sue Ball Alternate Judge (Suplente), James Ball
Godeke Branch Library- 6707 Slide Rd (Biblioteca Godeke—6707 carretera Slide)	Judge (Juez), Kim Sanders Alternate Judge (Suplente), Sue Weninger
Green Lawn Church of Christ-5701 19 th St (Iglesia de Cristo Green Lawn--5701 calle 19)	Judge (Juez), Jennifer Davis Alternate Judge (Suplente), Patsy Anderson
Harwell Elementary School-4101 Avenue D (Escuela Primaria Harwell—4101 avenida D)	Judge (Juez), Janie Martinez Alternate Judge (Suplente), Pat Kidd
Home Depot-2615 50 th St (Home Depot—2615 calle 50)	Judge (Juez), Paul Matsler Alternate Judge (Suplente), Bryan Dunn
Idalou Clubhouse- 202 W 7 th St, Idalou (Centro Social de Idalou--202 calle 7 al Oeste, Idalou)	Judge (Juez), Connie Gutiérrez Alternate Judge (Suplente), Diann Grayson
Lubbock-Cooper Performing Arts Center (PAC) (Centro de Artes Escénicas de Lubbock-Cooper- PAC) Woodrow Road & Hwy 87, West of Lubbock Cooper H.S. (Calle Woodrow y Carretera 87, al Oeste de la Escuela Secundaria de Lubbock-Cooper)	Judge (Juez), Leslie Arcisz Alternate Judge (Suplente), Jessie Rangel
Lubbock-Cooper North Elementary-3202 108 th St (Escuela Primaria Lubbock-Cooper North, 3202 calle 108)	Judge (Juez), Jill Henry Alternate Judge (Suplente), Larry Henry
Lubbock-Cooper West Elementary-10101 Fulton Ave (Escuela Primaria Lubbock-Cooper West, 10101 avenida Fulton)	Judge (Juez), Debbie Rowan Alternate Judge (Suplente), Amanda Cargile
Mae Simmons Community Center -2004 Oak Ave (Central Social Mae Simmons--2004 avenida Oak)	Judge (Juez) , Earnestine Frazer Alternate Judge (Suplente), Julia Soccio
Mt. Vernon United Methodist Church-2304 Cedar Ave (Iglesia Metodista Unida Mount Vernon, 2304 avenida Cedar)	Judge (Juez), Sharon Kirkwood Alternate Judge (Suplente), Eva Jackson

New Deal ISD Admin-Office 401 S Auburn St, New Deal (Oficinas Administrativas de Distrito Escolar Independiente de New Deal--401 calle Auburn al Sur, New Deal)	Judge (Juez), (Starlie) Jan Denzer Alternate Judge (Suplente), Wyoma Burleson
Parsons Elementary-2811 58 th St (Escuela Primaria Parsons—2811 calle 58)	Judge (Juez), Mamie Hurt Alternate Judge (Suplente), Mary Fernandez
Patterson Library-1836 Parkway Ave (Biblioteca Patterson—1836 avenida Parkway)	Judge (Juez), Hallie Perkins Alternate Judge (Suplente), Minnie McCormick
Ramirez Charter School-702 Avenue T (Escuela Primaria Ramirez--702 avenida T)	Judge (Juez), Jean Jobe Alternate Judge (Suplente), Charles Kinman
Ransom Canyon City Hall-24 Lee Kitchens Dr, Ransom Canyon (Oficina Municipal del Pueblo de Ransom Canyon 24 calle Lee Kitchens Dr, Ransom Canyon)	Judge (Juez), Brooksye Ratliff Alternate Judge (Suplente), Rosary Phipps
Roberts Elementary-7901 Avenue P (Escuela Primaria Roberts--7901 avenida P)	Judge (Juez), Nancy Finger-Morales Alternate Judge (Suplente), Nancy Mayfield
Roosevelt Clubhouse-1400 CR 3300 (Centro Social de Roosevelt--1400 CR 3300)	Judge (Juez), Janie Westbrook Alternate Judge (Suplente), Joyce Dunn
Roscoe Wilson Elementary-2807 25 th St (Escuela Primaria Roscoe Wilson--2807 calle 25)	Judge (Juez), Gretchen Gurtler Alternate Judge (Suplente), Sandra Harper
Shallowater Community Center-902 Avenue H, Shallowater Shallowater (Centro Social de Shallowater, 902 avenida H, Shallowater)	Judge (Juez), Ron Goulette Alternate Judge (Suplente), Dee Moralez
Slaton ISD Administration Office-140 E Panhandle, Slaton (Oficinas Administrativas de Distrito Escolar Independiente de Slaton--140 calle Panhandle al Este, Slaton)	Judge (Juez), Don Yelvington Alternate Judge (Suplente), Barbara Vara
Smylie Wilson Middle School-4402 31 st St (Escuela Primaria Secundaria Menor—4402 calle 31)	Judge (Juez), Betty Sullivan Alternate Judge (Suplente), Amelinda Sanchez
South Plains Church of Christ-6802 Elkhart Ave (Iglesia de Cristo South Plains--6802 avenida Elkhart)	Judge (Juez), Barry Donaldson Alternate Judge (Suplente), Patricia Jackson

St Joseph Catholic Church- 102 N Avenue P
(Iglesia Católica San José--102 avenida P al Norte)

Judge (Juez), Alice Lozada
Alternate Judge (Suplente), George Sulaica

Sunset Church of Christ, The Well-3651 34th St
(Iglesia de Cristo Sunset, The Well--3651 calle 34)

Judge (Juez), Kevin Vander-Plas
Alternate Judge (Suplente), Tess Trost

Sutherlands Lumber-3701 50th St
(Sutherlands Lumber--3701 calle 50)

Judge (Juez), Neil Finley
Alternate Judge (Suplente), Jack Booe

Terra Vista Middle School-1111 Upland Ave
(Escuela Primaria Secundaria Menor Terra Vista,
1111 avenida Upland)

Judge (Juez), Lupe Ysasaga
Alternate Judge (Suplente), Alice Cadena

Wright Elementary-1302 Adrian St
(Escuela Primaria Wright—1302 calle Adrian)

Judge (Juez), Sharon Randolph
Alternate Judge (Suplente), Ron Reimann

NOTICE OF EARLY VOTING
(NOTACIÓN DE VOTACIÓN ADELANTADA)

Early Voting by personal appearance for the May 10, 2014 Cities and Schools General and Special Elections be conducted at ALL EARLY POLLING LOCATIONS ON THE DATES, TIMES AND LOCATIONS LISTED BELOW:

(Votación Adelantada para las Elecciones General y Especial de Ciudades y Escuelas el día 10 del mes de mayo, 2014, serán conducidas en TODOS LOS CENTROS ELECTORALES EN LAS FECHAS, HORARIOS Y LOCALIDADES LISTADOS DEBAJO:)

Early Voting Dates: April 28 – May 6, 2014
(Fecha de Votación Adelantada: 28 de abril – 6 de mayo, 2014)

Main Polling Place: (Lugar principal de la votación)

Lubbock County Elections Office <i>(Oficina de Elecciones del Condado de Lubbock)</i>	Dates: April 28 th – May 6 th , 8:00 a.m. – 8:00 p.m. <i>(Fecha: 28 de abril – 6 de mayo, 8:00 a.m. – 8:00 p.m.)</i>
Public Room <i>(Salón Público)</i>	Except Sunday, May 4th, 1:00 p.m. – 6:00 p.m.
1308 Crickets Ave <i>(1308 avenida crickets)</i>	<i>(A menos el domingo, 4 de mayo 1:00 p.m. – 6:00 p.m.)</i>

United Supermarkets—Locations listed below:

Monday, April 28th – Tuesday, May 6th 8:00 A.M. – 8:00 P.M.

(lunes, 28 de abril – martes, 6 de mayo 8:00 A.M. – 8:00 P.M.)

Except Sunday, May 4th 1:00 P.M. – 6:00 P.M.

(A menos el domingo, 4 de mayo 1:00 p.m. – 6:00 p.m.)

2630 Parkway Dr	4425 19 th St (19 th & Quaker Ave) Market Street
112 North University Ave	2703 82 nd St (82 nd & Boston Ave)
401 Slide Road (4 th & Slide)	8010 Frankford Ave (82 nd & Frankford Ave)
1701 50 th St (50 th & Ave Q)	4205 98 th St (98 th & Quaker Ave) Market Street

Texas Tech University

Student Recreation Center

(Universidad de Texas Tech)

(Centro de Recreación para Estudiantes)

Texas Tech Campus

(Campus de Texas Tech)

Hartford Ave & Main St

(Calles avenida Hartford y calle Main)

Dates: April 28th – May 6th

Fecha: 28 de abril – 6 de mayo

Hours: 8:00 A.M. – 8:00 P.M. *(horas)*

EXCEPT SUNDAY, May 4th, 1:00 P.M. – 6:00 P.M.

(A menos el domingo, 4 de mayo 1:00 p.m. – 6:00 p.m.)

Slaton ISD Administration Office

(Oficina de Administración de las Escuelas de Slaton)

140 E Panhandle *(140 calle Panhandle al Este)*

Slaton

Dates: April 28th – May 6th

Fecha: 28 de abril – 6 de mayo

Hours: 8:00 A.M. – 8:00 P.M. *(horas)*

EXCEPT SUNDAY, May 4th, 1:00 P.M. – 6:00 P.M.

(A menos el domingo, 4 de mayo 1:00 p.m. – 6:00 p.m.)

City of Lubbock, First Floor

(Oficina Municipal de la Ciudad de Lubbock)
1625 13th St (1625 calle 13)

Dates: April 28th – May 6th

(Fecha: 28 de abril – 6 de mayo)

Hours: 8:00 A.M. – 5:00 P.M. (horas)

Except for Tuesday's, April 29th & May 6th

Hours: 8:00 a.m. – 8:00 p.m. (horas)

(A menos los dos martes, 29 de abril y 6 de mayo 8:00 a.m. – 8:00 p.m.)

CLOSED SATURDAY & SUNDAY (Cerrado sábado y domingo)

Lubbock ISD Administration Office

(Oficina de Administración del Distrito Escolar
Independiente de Lubbock)
1628 19th St (1628 calle 19)

Dates: April 28th – May 6th

(Fecha: 28 de abril – 6 de mayo)

Hours: 8:00 A.M. – 4:30 P.M. (horas)

CLOSED SATURDAY & SUNDAY (Cerrado sábado y domingo)

City of Abernathy

(Oficina Municipal de la Ciudad de Abernathy)
811 Avenue D (811 avenida D)
Abernathy

Dates: April 28th – May 6th

(Fecha: 28 de abril – 6 de mayo)

Hours: 8:00 A.M. – 5:00 P.M. (horas)

Except for Tuesday's, April 29th & May 6th

Hours: 8:00 a.m. – 8:00 p.m. (horas)

(A menos los dos martes, 29 de abril y 6 de mayo 8:00 a.m. – 8:00 p.m.)

CLOSED SATURDAY & SUNDAY (Cerrado sábado y domingo)

Idalou Clubhouse

(Centro Social de Idalou)
202 W 7th St (202 calle 7 al Oeste)
Idalou

Dates: April 28th – May 6th

(Fecha: 28 de abril – 6 de mayo)

Hours: 8:00 A.M. – 5:00 P.M. (horas)

CLOSED SATURDAY & SUNDAY (Cerrado sábado y domingo)

Shallowater Community Center

(Centro Social de Shallowater)
902 Avenue H (902 avenida H)
Shallowater

Dates: April 28th – May 6th

(Fecha: 28 de abril – 6 de mayo)

Hours: 8:00 A.M. – 5:00 P.M. (horas)

CLOSED SATURDAY & SUNDAY (Cerrado sábado y domingo)

Casey Administration Building

(Edificio de Administración Casey)
501 7th St (501 calle 7)
Wolfforth

Dates: April 28th – May 6th

(Fecha: 28 de abril – 6 de mayo)

Hours: 8:00 A.M. – 5:00 P.M. (horas)

CLOSED SATURDAY & SUNDAY (Cerrado sábado y domingo)

Lubbock-Cooper Performing Arts Center (PAC) (Centro de Artes Escénicas de Lubbock-Cooper (PAC))
Woodrow Rd & Hwy 87
(Calle Woodrow y Carretera 87)

Dates: April 28th – May 6th
(Fecha: 28 de abril – 6 de mayo)
Hours: 8:00 A.M. – 5:00 P.M. (horas)

CLOSED SATURDAY & SUNDAY (Cerrado sábado y domingo)

Town of Ransom Canyon
(Oficina Municipal del Pueblo de Ransom Canyon)
24 Lee Kitchens Dr, Ransom Canyon
(24 calle Lee Kitchens Dr, Ransom Canyon)

Dates: April 28th – May 6th
(Fecha: 28 de abril – 6 de mayo)
Hours: 8:00 A.M. – 5:00 P.M. (horas)
Except for Tuesday's, April 29th & May 6th
Hours: 8:00 a.m. – 8:00 p.m. (horas)
(A menos los dos martes, 29 de abril y 6 de mayo 8:00 a.m. – 8:00 p.m.)

CLOSED SATURDAY & SUNDAY (Cerrado sábado y domingo)

Roosevelt Clubhouse
(Centro Social Roosevelt)
1400 CR 3300

Dates: April 28th – May 6th
(Fecha: 28 de abril – 6 de mayo)
Hours: 8:00 A.M. – 7:00 P.M. (horas)

CLOSED SATURDAY & SUNDAY (Cerrado sábado y domingo)

TEMPORARY BRANCH EARLY VOTING LOCATIONS
(CENTROS ELECTORALES TEMPORARIAS PARA VOTACIÓN ADELANTADA)

Early Voting by personal appearance for the May 10, 2014 Cities and Schools General and Special Elections of Lubbock County, will be conducted at the following TEMPORARY BRANCH POLLING LOCATIONS ON THE DATES AND TIMES LISTED BELOW:

(Votación Adelantada para las Elecciones General y Especial de Ciudades y Escuelas del Condado de Lubbock, del día 10 del mes de mayo, 2014, será conducida en los CENTROS ELECTORALES TEMPORARIAS EN LAS FECHAS, HORARIOS Y LOCALIDADES LISTADOS COMO SIGUEN:)

April 28, 2014 (28 de abril, 2014)
MONDAY (lunes)

Lubbock Manor
2101 Avenue Q (2101 avenida Q)
9:00 a.m. – 11:00 a.m.

Emeritus at Elmbrook Estates
5301 66th St (5301 calle 66)
1:00 p.m. – 3:00 p.m.

North Ridge Elementary School (Escuela Primaria North Ridge)
6302 11th Pl (6302 calle 11 Place)
3:00 p.m. – 7:00 p.m.

Frenship High School (Escuela Secundaria Frenship)
902 N Dowden Rd, Wolfforth (902 Carretera Dowden al Norte, Wolfforth)
3:00 p.m. – 7:00 p.m.

Lubbock-Cooper High School (Escuela Secundaria Lubbock-Cooper)
16302 Loop 493
3:00 p.m. – 7:00 p.m.

April 29, 2014 (29 de abril, 2014)
TUESDAY (martes)

New Deal ISD Administration Office (Oficina de Administrativa del
401 S Auburn St, New Deal (401 calle Auburn al Sur, New Deal)
9:00 a.m. – 4:00 p.m.

Ventura Place
3026 54th St (3026 calle 54)
2:00 p.m. -- 5:00 p.m.

Westwind Elementary School (Escuela Primaria Westwind)
6401 43rd St (6401 calle 43)
3:00 p.m. – 7:00 p.m.

Terra Vista Middle School (Escuela Secundaria Menor Terra Vista)
1111 Upland Ave (1111 avenida Upland)
3:00 p.m. – 7:00 p.m.

Laura Bush Middle School (*Escuela Secundaria Menor Laura Bush*)
3425 118th St (*3425 118th St*)
3:00 p.m. – 7:00 p.m.

Lubbock-Cooper South Elementary School
(*Escuela Primaria Lubbock-Cooper South*)
16302 Loop 493
3:00 p.m. – 7:00 p.m.

April 30, 2014 (*30 de abril, 2014*)
WEDNESDAY (*miércoles*)

Lubbock Community Services for the Deaf (LCSD)
2414 34th St (*2414 calle 34*)
10:00 a.m. -- 12:00 p.m.

Oak Ridge Elementary School (*Escuela Primaria Oak Ridge*)
6514 68th St (*6514 calle 68*)
3:00 p.m. – 7:00 p.m.

Lubbock-Cooper Middle School
(*Escuela Secundaria Menor Lubbock-Cooper*)
16302 Loop 493
3:00 p.m. – 7:00 p.m.

May 1, 2014 (*1 de mayo, 2014*)
Thursday (*jueves*)

Life/Run Center for Independent Living
(*Life/Run Centro para Vivir Independiente*)
8240 Boston Ave (*8240 avenida Boston*)
10:00 a.m. – 12:00 p.m.

Crestview Elementary School (*Escuela Primaria Crestview*)
6020 81st St (*2010 calle 81*)
3:00 p.m. – 7:00 p.m.

Frenship Middle School (*Escuela Secundaria Menor Frenship*)
500 Main St, Wolfforth (*500 calle Main, Wolfforth*)
3:00 p.m. – 7:00 p.m.

Lubbock-Cooper Central Elementary School
(*Escuela Primaria Lubbock-Cooper Central*)
4020 135th St (*4020 calle 35*)
3:00 p.m. – 7:00 p.m.

May 2, 2014 (*2 de mayo, 2014*)
FRIDAY (*viernes*)

Covenant Medical Center – Lakeside
Garden Room (Basement) (*Cuarto de Jardín – Sótano*)
4000 24th St (*4004 calle 24*)
8:00 a.m. – 8:00 p.m.

May 3, 2014 (*3 de mayo, 2014*)
SATURDAY (*sábado*)

Carillon Senior Living Campus
1717 Norfolk Ave (*1717 avenida Norfolk*)
10:00 a.m. -- 4:00 p.m.

May 5, 2014 (5 de mayo, 2014)
MONDAY (lunes)

University Medical Center (UMC)
602 Indiana Ave (602 avenida Indiana)
8:00 a.m. -- 8:00 p.m.

Bennett Elementary School (Escuela Primaria Bennett)
101 Donald Preston Dr (101 calle Donald Preston Dr)
3:00 p.m. – 7:00 p.m.

Heritage Middle School (Escuela Secundaria Menor Heritage)
6110 73rd St (6110 calle 73)
3:00 p.m. – 7:00 p.m.

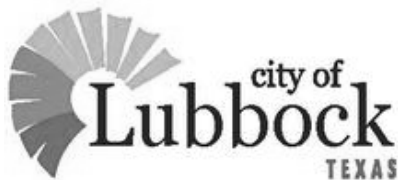
Lubbock-Cooper North Elementary School
(Escuela Primaria Lubbock-Cooper North)
3202 108th St (3202 calle 108)
3:00 p.m. – 7:00 p.m.

May 6, 2014 (6 de mayo, 2014)
TUESDAY (martes)

Covenant Medical Center – Lobby (Vestibulo)
3615 19th St (3615 calle 19)
8:00 a.m. -- 8:00 p.m.

Willow Bend Elementary School (Escuela Primaria Willow Bend)
8816 13th St (8816 calle 13)
3:00 p.m. – 7:00 p.m.

Lubbock-Cooper West Elementary School
(Escuela Primaria Lubbock-Cooper West)
10101 Fulton Ave (10101 avenida Fulton)
3:00 p.m. – 7:00 p.m.



Regular City Council Meeting

5. 17.

Meeting Date: 02/13/2014

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2014-00013 for Zone Case 3016-B, a request of Burl Masters, for SWLLD, for a zoning change from T and R-1 to GO, R-2 Specific Use, and R-1 Specific Use on 98.3 acres of unplatted land out of Block AK, Section 22, south of 98th Street, west of Quincy Avenue, and east of Upland Avenue.

Item Summary

On January 23, 2014, the City Council approved the first reading of the ordinance.

General comments:

This case is a request for the typical reduction in setback for single family property. The request includes one block of R-2 Specific Use for duplexes buffering the single family property from the Garden Office and Apartment Medical to the north. There is a small strip of Garden Office that better reflects the property lines as they are today rather than the original request for the Garden Office tract north of the subdivision. On the west side of the property, the applicant has proposed a small Garden Office complex. This request is set up differently from the standard Garden Office requests that have been presented before. This “block” of Garden Office also doubles as the entrance into the neighborhood. It is not typical for the Garden Office to open into the single family district, but with the proper screening, staff does not see an issue with the layout.

Adjacent land uses:

The majority of the area is vacant land. The hard corner of 98th Street and Upland Avenue is zoned C-3 with strips of Garden Office fronting the thoroughfares.

Planning and Zoning Commission (P&Z) Public Hearing Notes from January 7, 2014:

No one appeared in favor or opposition to the request.

Comprehensive Land Use Plan:

The request includes a minor change to the CLUP as the portion of the Garden Office. Aside from the enlarged Garden Office tract, the request is consistent with the CLUP.

Zoning Policy:

Staff has noticed an increase in Garden Office requests along the thoroughfares, thereby buffering the single family from the major streets. These requests are within the policies for zoning changes and are aligned with some of the guidelines laid out in the CLUP. That being said, staff has received comments from the Commercial Realtor groups that Lubbock currently has an oversupply of Garden Office Zoning. This does not necessarily have a major impact on the decision to approve the zoning, but staff feels that the Planning Commission should be aware of the growing situation.

Effect on the adjacent street and thoroughfare system:

There should be little negative impact on the thoroughfare system.

P&Z Commission Recommendation:

The P&Z recommended the request with a unanimous vote, with the following condition:

1. The R-1 and R-2 tracts shall have 20-foot front setbacks, 5-foot front setbacks on cul-de-sac lots, and 5-foot side setbacks on corner lots. If the block has alley entry garages, the fence shall have a 5-foot side setback on corner lots as well.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3016-B

Zone Case 3016-B

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3016-B**; A ZONING CHANGE FROM **T AND R-1 TO GO, R-2 SPECIFIC USE AND R-1 SPECIFIC USE FOR REDUCED SETBACKS**, ON **98.3 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 22**, LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

WHEREAS, 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. 3016-B

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T and R-1** to **GO, R-2 Specific Use and R-1 Specific Use for reduced setbacks** on **98.3 acres of unplatted land out of Block AK, Section 22, City of Lubbock, Lubbock County, Texas, located at south of 98th Street, west of Quincy Avenue, and east of Upland Avenue,** subject to conditions, and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the R-1 and R-2 tracts shall have twenty (20) foot front setbacks, five (5) foot front setbacks on cul-de-sac lots, and five (5) foot side setbacks on corner lots. If the block has alley entry garages, the fence shall have a five (5) foot side setback on corner lots as well.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **T and R-1** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **south of 98th Street, west of Quincy Avenue, and east of Upland Avenue, City of Lubbock, Lubbock County, Texas.**

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



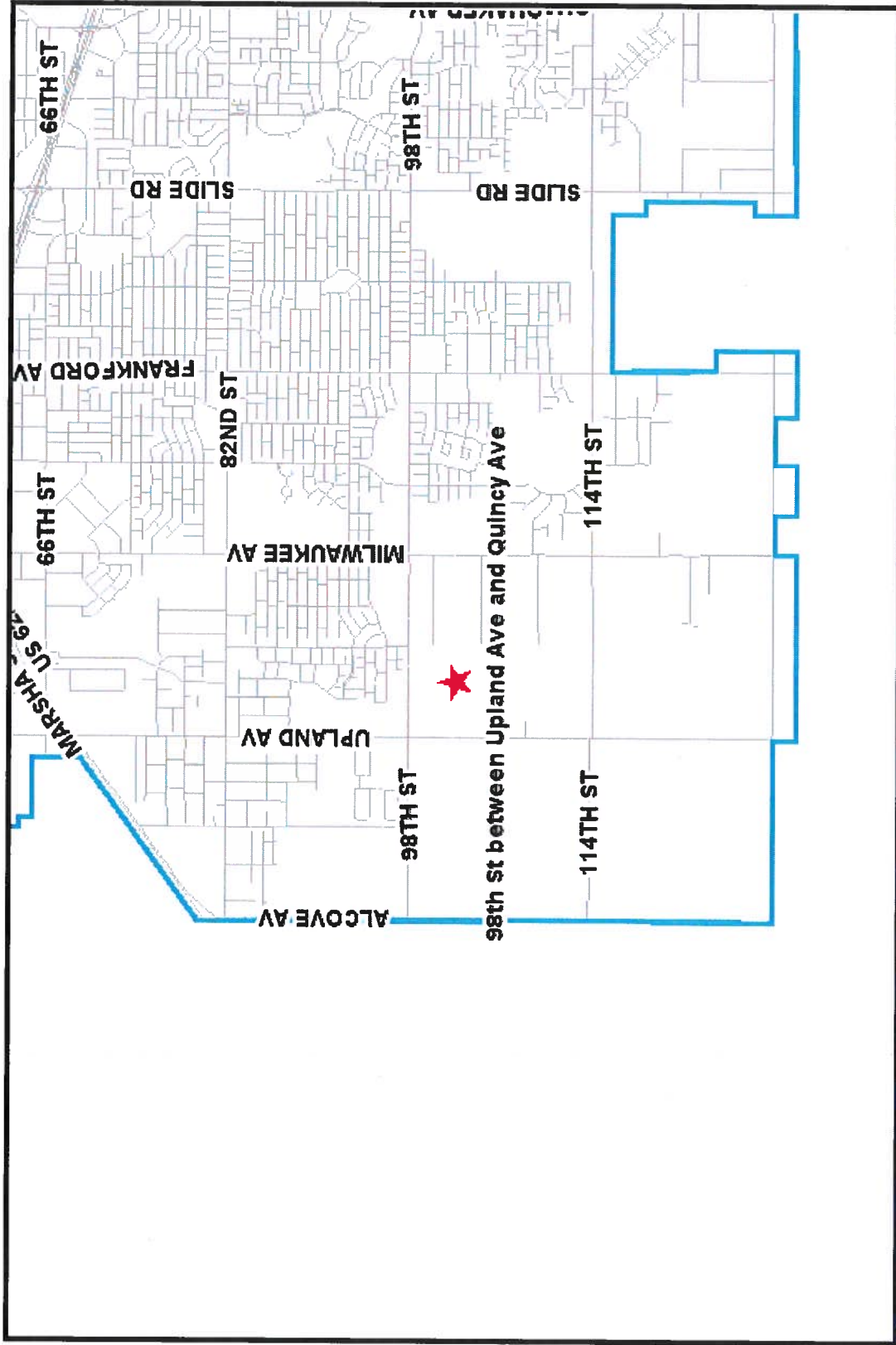
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

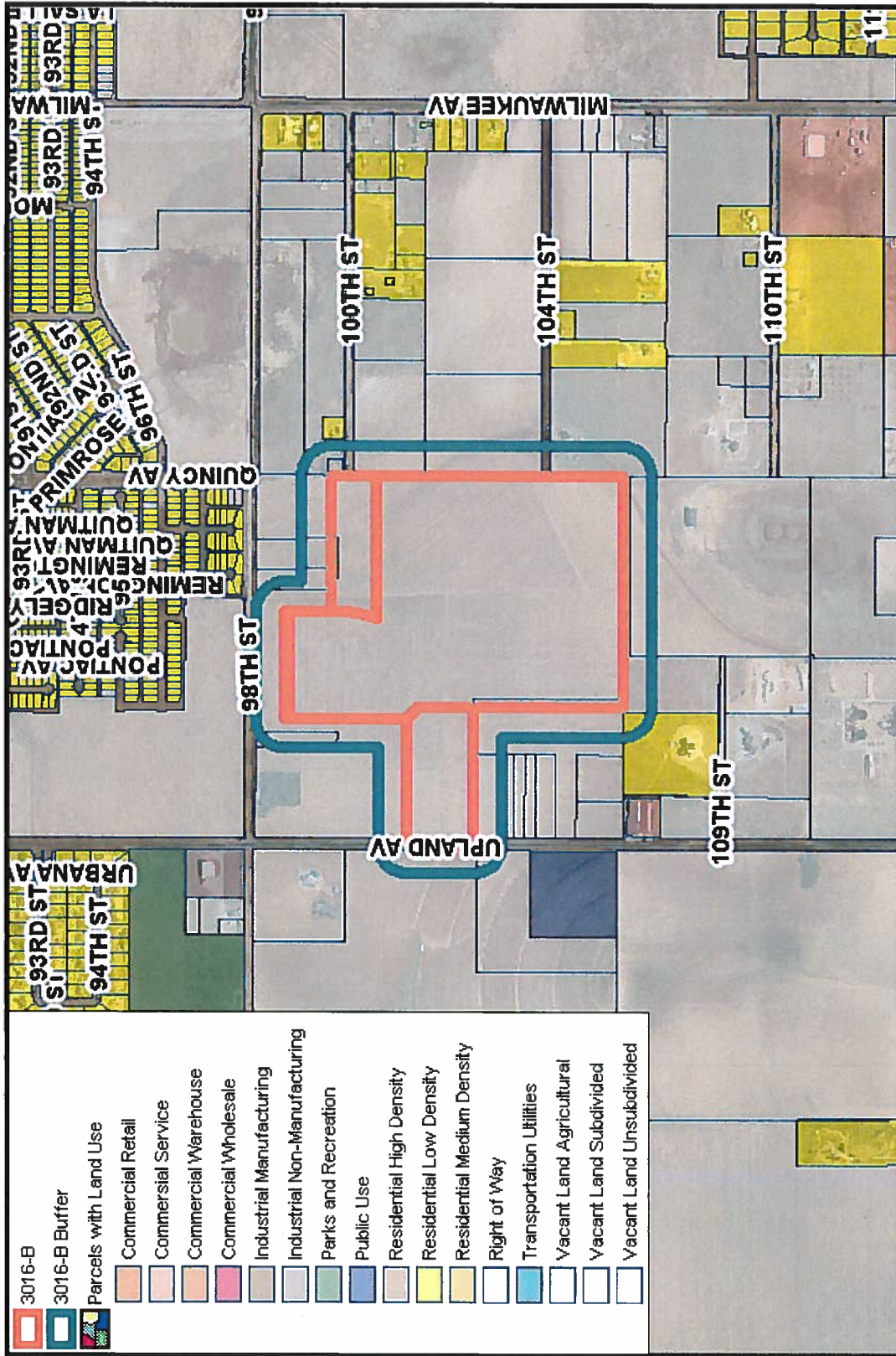


Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3016-B
January 7, 2014

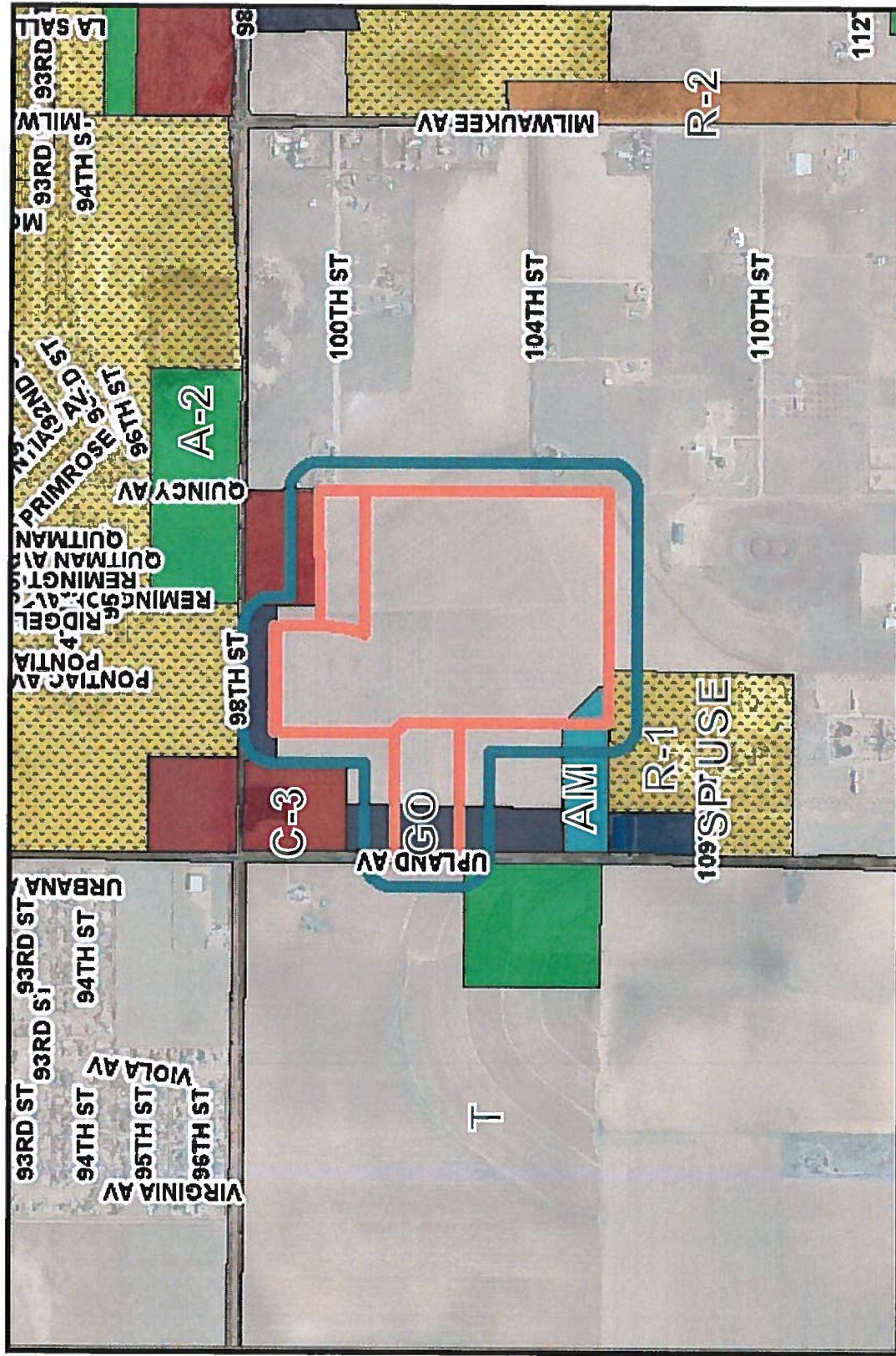


P.Z.C. Case 3016-B



P.Z.C. Case 3016-B

Request of Burl Masters (for SWLLD) for a zoning change from T and R-1 to GO, R-2, and R-1 Specific Use, south of 98th Street, west of Quincy Avenue, and east of Upland Avenue



P.Z.C. Case 3016-B Zoning



APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print)

BURL W. MASTERS
P.O. Box 94890
Lubbock TX 79493
(806) 5436662

For

JWLLD, LLC
Street/Post Office Box
City State Zip
Telephone

Location or Address:

98TH ST. & UPLAND AVE.

Legal Description:*

ATTACHED

Existing Land Use:

VAC.

Existing Zoning:

R-1

Acres or Square Footage of Property:

79.50 AC.

Zoning Requested:

R-1 Sp. Use

Proposed Development:

Subdivision

If property is not subdivided, will preliminary plat be submitted?

Yes No

Applicant's Signature

[Handwritten Signature]

Date

Filing Fee:

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

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

For City Use Only

M+B map 43

Zone Case No.:

3016 B

Agenda No.:

Request for zoning change from:

R-1

To:

R-1 Sp. Use

on Lot(s):

Block(s):

Subdivision:

Address:

east of 98th st and Upland Ave



APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) BURL W. MASTERS
DO. Box 94890
Street/Post Office Box
LBB 79493
City State Zip
(806) 543-6662
Telephone

For SWLLD
Street/Post Office Box
City State Zip
Telephone

Location or Address: 98th St. & Cpland Ave.
Legal Description: ATTACHED
Existing Land Use: VAC. Existing Zoning:
Acreage or Square Footage of Property:
Zoning Requested: R-2

Proposed Development: RESIDENTIAL

If property is not subdivided, will preliminary plat be submitted? Yes [checked] No

Applicant's Signature [Signature] Date 12 NOV 13

Filing Fee: 529
(\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)
VE Tol. 11-12-13
Ch # 1082
Rpt. # 18006

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

For City Use Only

Zone Case No.: 3219 3220 Agenda No.: 88
Request for zoning change from: T To: SW R-2

7.6 acres of unplatted land out of Block A Section 22
on Lot(s):
Subdivision:
Address: South of 98th St and West of Quince Ave



APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print)

BURL W. MASTERS

For

SULLO

D.O. Box 94890

Street/Post Office Box

LBB 79493

City State Zip

City State Zip

(806) 543-6662

()

Telephone

Telephone

Location or Address:

98th St & Upland Ave.

Legal Description:*

ATTACHED

Existing Land Use:

VAC.

Existing Zoning:

Acreage or Square Footage of Property:

Zoning Requested:

G.O.

Proposed Development:

GARDEN OFFICE

If property is not subdivided, will preliminary plat be submitted?

Yes

12 NOV 13

No

Applicant's Signature

Date

Filing Fee:

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

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

For City Use Only

Zone Case No.:

3219

Agenda No.:

M 7/0 43

Request for zoning change from:

T

To:

G.O. R-2

10.6

1/2 acres of unplatted land out of Block A Section 22

on Lot(s):

Block(s):

Subdivision:

Address:

South of 98th St and West of Upland Ave, east of Upland



APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print)

Buell W. MASTERS
P.O. Box 94890

Street/Post Office Box

Lubbock TX 79493

Telephone

5436662

For

SWLLD, LLC

Street/Post Office Box

City

State

Zip

()

Telephone

Location or Address:

90TH ST. & UPLAND AVE.

Legal Description:*

ATTACHED

Existing Land Use:

VAC.

Existing Zoning:

R-1

Acreage or Square Footage of Property:

0.6 AC.

Zoning Requested:

G0

Proposed Development:

SUBDIVISION

If property is not subdivided, will preliminary plat be submitted?

Yes



No

Applicant's Signature

[Handwritten Signature]

Date

Filing Fee:

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

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

For City Use Only

M+B

map 43

Zone Case No.:

3016-B

Agenda No.:

Request for zoning change from:

R-1

To:

G0

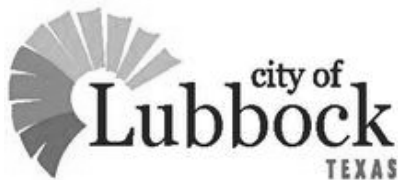
on Lot(s):

Block(s):

Subdivision:

Address:

90th St and East of Upland Ave



Regular City Council Meeting

5. 18.

Meeting Date: 02/13/2014

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2014-00014 for Zone Case 3221, a request of Verizon Wireless for a zoning change from IHC to IHC Specific Use for a telecommunications tower on .02 acres, on a portion of the north 124 feet of Lot 8, Lot 9, and the strip of Block O, Section 2, Overton Addition, 2217 Marsha Sharp Freeway.

Item Summary

On January 23, 2014, the City Council approved the first reading of the ordinance.

Zoning Request: The request is to rezone Interstate Highway Commercial (IHC) to IHC Specific Use for a telecommunications tower.

Proposed Land Use:

The proposed land use is for a telecommunication tower.

Adjacent Land Uses:

N – Marsha Sharp Freeway.

E – Commercial – Interstate Highway Commercial Night Club/Car lot

S – A-3 Specific Use – Apartments

W – Commercial – Interstate Highway Commercial - Vacant

Planning and Zoning Commission (P&Z) Public Hearing Notes from January 7, 2014:

No one appeared in favor or opposition to the request.

Impact on the Comprehensive Land Use Plan (CLUP):

The request would be consistent with the Comprehensive land use plan.

Zoning Policy - discussion:

The Zoning Ordinance states that "...antennas may be permitted in any zoning district provided that the proponent of such use has incorporated the minimum requirements..." and by approval of the P&Z Commission.

The peculiar nature of this location, in an IHC district, provides for quality commercial office, retail and wholesale uses which serve a City-wide or regional area. The intent of this district is to be a gateway into the City, providing aesthetically pleasing looks, feels and uses.

Careful consideration should be made to any development within the IHC district.

Effect on the adjacent street and thoroughfare system:

None. The tower will be a sleek, slender design which will not be visually obstructive to traffic.

P&Z Commission Recommendation:

The P&Z recommended the request with a vote of 9-0, with the following conditions:

The Planning Commission has approved the request with the following conditions:

- 1.) The structure must be a monopole tower.
- 2.) A minimum 6 foot tall, solid masonry wall/fence, tall enough to screen from view on a horizontal plane, all ground equipment along the north and west boundaries of the proposed security gate to provide a barrier and enclose the equipment (generator, base, box, etc).

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3221

Zone Case 3221

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. 3221**; A ZONING CHANGE FROM IHC TO IHC SPECIFIC USE FOR A TELECOMMUNICATIONS TOWER, ON .02 ACRES, ON A PORTION OF THE NORTH 124 FEET OF LOT 8, LOT 9, AND THE STRIP OF BLOCK O, SECTION 2, OVERTON ADDITION, LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

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

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

ZONE CASE NO. 3221

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 IHC to IHC Specific Use for a telecommunications tower on .02 acres, on a portion of the north 124 feet of Lot 8, Lot 9, and the strip of Block O, Section 2, Overton Addition, City of Lubbock, Lubbock County, Texas, located at 2217 Marsha Sharp Freeway, subject to conditions, and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITIONS:

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

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **IHC** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **2217 Marsha Sharp Freeway**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



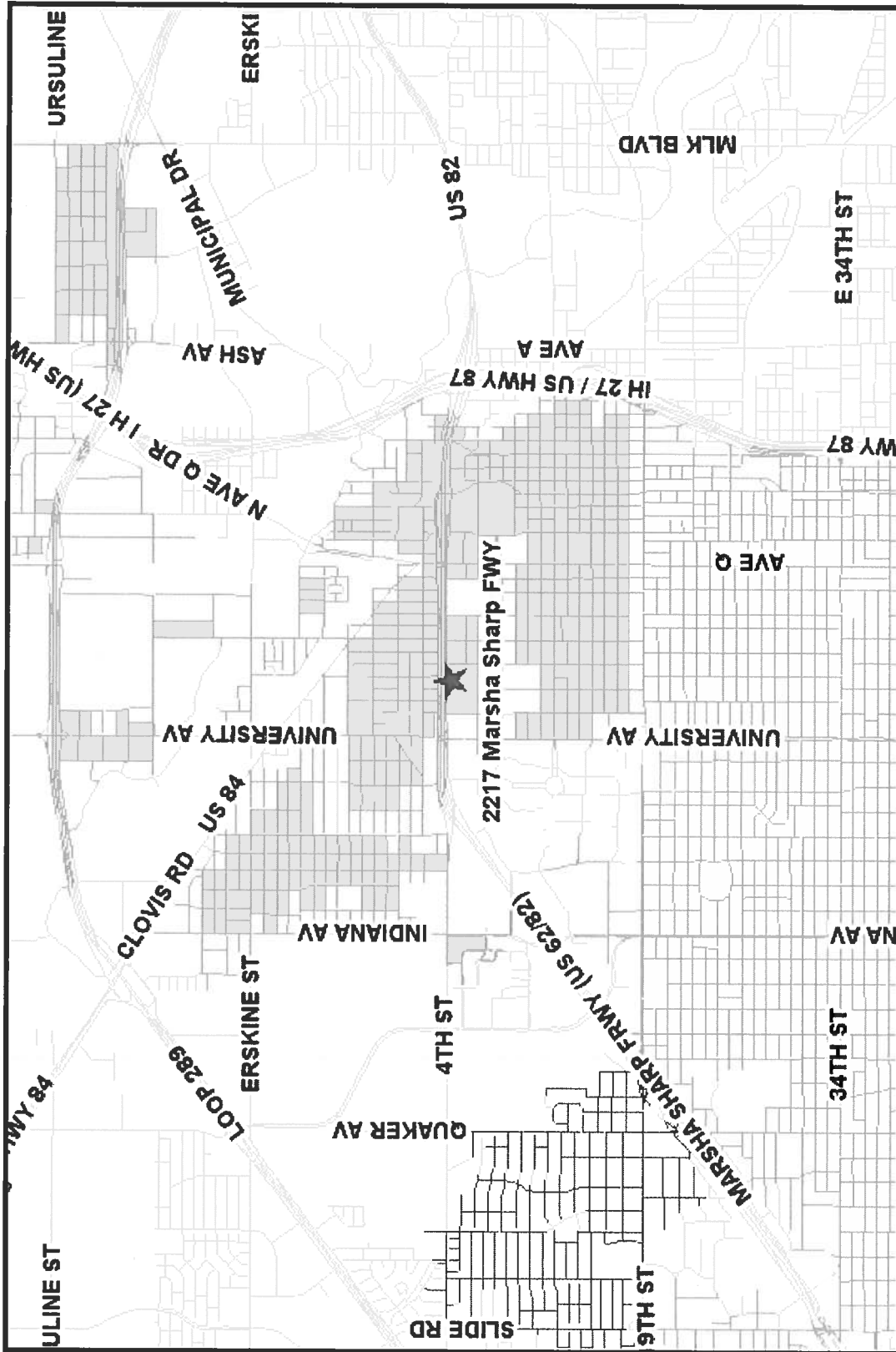
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

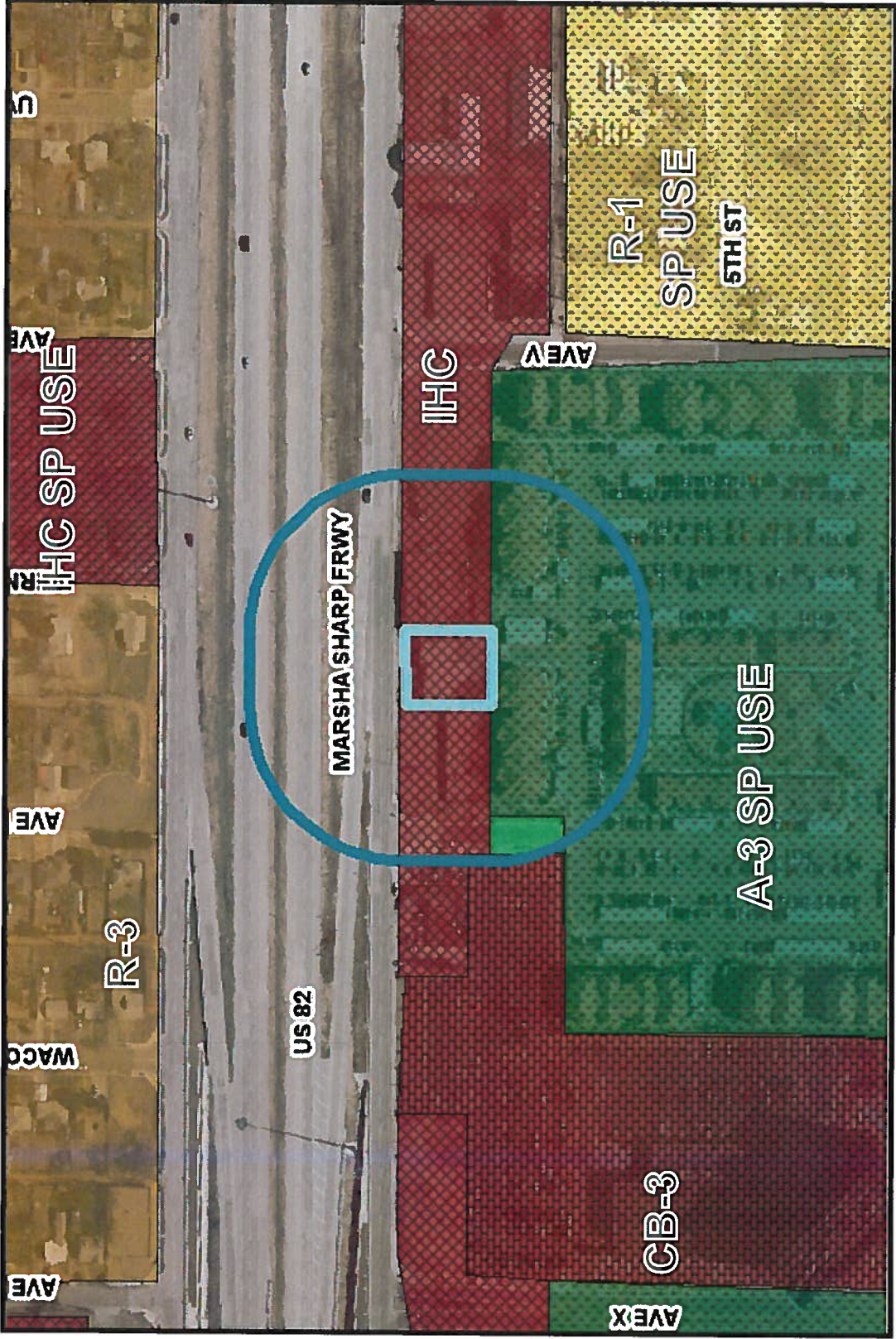


Chad Weaver
Assistant City Attorney

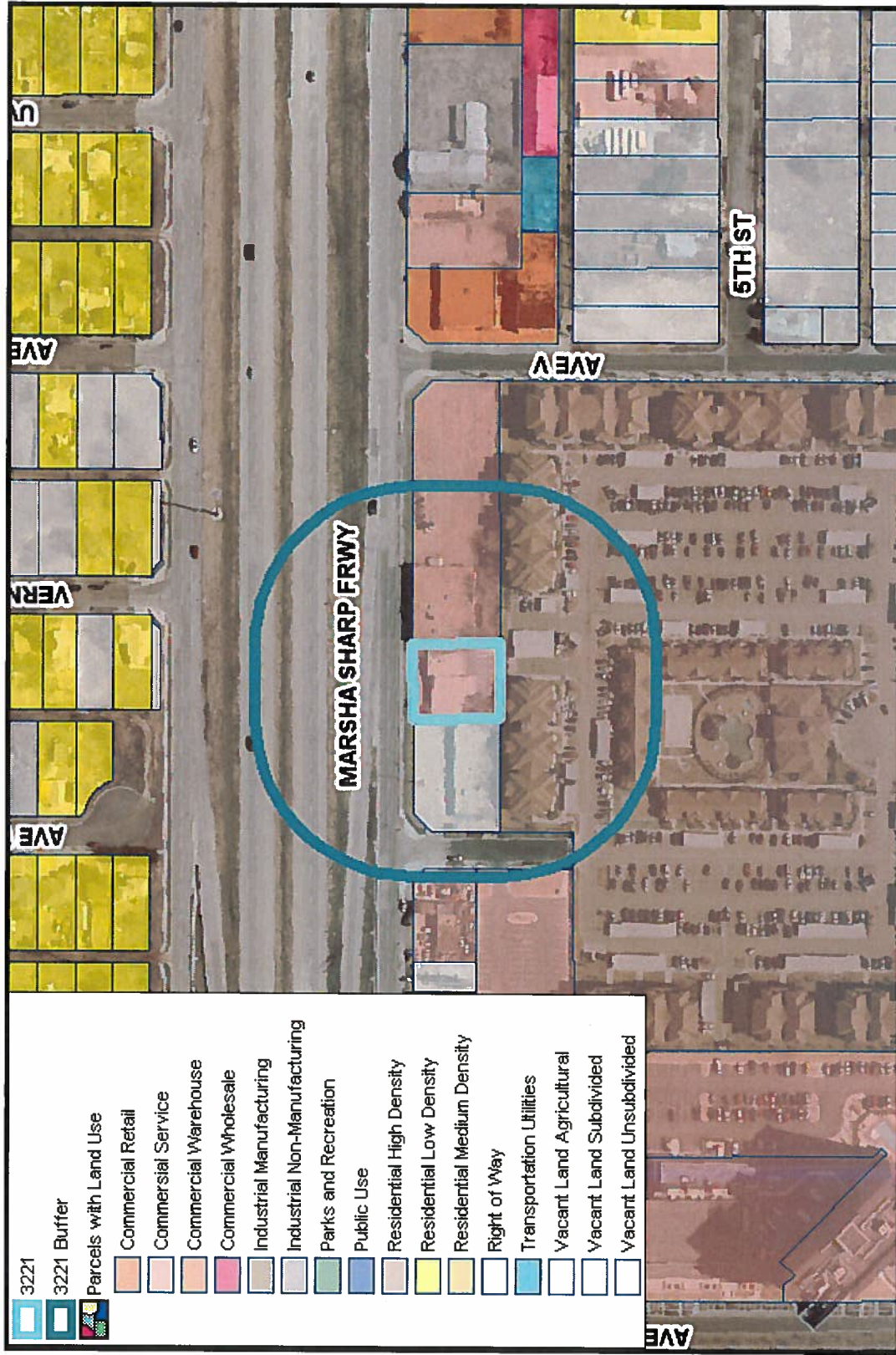
vw/CityAtt/Chad/Zones/ZC3221
January 7, 2014



P.Z.C. Case 3221



P.Z.C. Case 3221 Zoning



P.Z.C. Case 3221

Request of Verizon Wireless for a zoning change from IHC to IHC Specific Use for a telecommunications tower, 2217 Marsha Sharp Freeway



APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Verizon Wireless
5804 TriCounty Parkway
Street/Post Office Box
Schertz TX 78154
City State Zip
(210) 871-6316
Telephone

For Verizon Wireless
5804 TriCounty Parkway
Street/Post Office Box
Schertz TX 78154
City State Zip
(210) 871-6316
Telephone

Location or Address: 2215 Marsha Sharp Freeway, Lubbock, Texas 79415

Legal Description: * Being an 0.02 acre (747 square feet) parcel situated in the T.W.N.G. R.R. Co. Survey, Abstract 591, Lubbock County, Texas, out of "Tract II" conveyed to Jackie Mize by Warranty Deed recorded under Volume 5651, Page 275 of the Official Records of Property Records, Lubbock County, Texas.

Existing Land Use: Commercial - Service Existing Zoning: IHC

Acreege or Square Footage of Property: Lease Area: 0.02 acres; Access & Utility Easement: 0.02 acres; Utility Easement: 0.005 acres

Zoning Requested: IHC - Specific use for telecommunication towers

Proposed Development: A new monopole, wireless communication cell tower with a prefabricated ground shelter

If property is not subdivided, will preliminary plat be submitted? Yes No X - Survey attached
11/26/2013

Applicant's Signature Christopher T. Nixon Attorney for Verizon Wireless

Date

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

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

Section 18010 CR # 138372 For City Use Only MAB M9P 1

Zone Case No.: 3221 Agenda No.:

Request for zoning change from: IHC To: IHC SP USE
for a telecommunication tower

on Lot(s): Block(s):

Subdivision: Address: 2217 MARSHA SHARP FWY

NO.	DATE	REVISION
1	07/27/13	ISSUED FOR FINAL
2	07/28/13	ISSUED FOR REVIEW

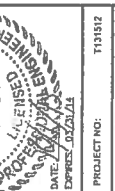


APPROVED BY: _____
 DRAWN BY: _____
 DATE DRAWN: 07/28/13

MAC DAVIS
 SITE ID # 268829

2246 4TH STREET
 LUBBOCK, TEXAS 79415

W-T
 W-T COMMUNICATION DESIGN GROUP, L.L.C.
 131 Hudson Parkway, 2nd Floor
 New York, NY 10020
 Tel: (212) 724-4671 Fax: (212) 724-4682
 www.wtgroup.com



PROJECT NO: T131512
 SHEET NAME: OVERALL SITE PLAN
 SHEET NUMBER: C-1

4TH STREET

TRAFFIC FLOW

(E) SERVICE ROAD

(E) SIDEWALK

(N) LESSEE'S 10'-0" x 15'-0" STEEL PLATFORM
 (N) LESSEE'S EQUIPMENT ON (N) STEEL PLATFORM

(N) LESSEE'S 'B' ACCESS EASEMENT, SEE SURVEY FOR DESCRIPTION
 (N) LESSEE'S '1-5" UTILITY EASEMENT, SEE SURVEY FOR DESCRIPTION

(N) LESSEE'S '1-5" UTILITY EASEMENT, SEE SURVEY FOR DESCRIPTION

(N) 96' LESSEE'S MONOPOLE TOWER (TOWER AND FOUNDATION DESIGNED BY OTHERS)
 (N) LESSEE 'B1 50 FT. ENLARGED SITE PLAN ON C-2 FOR DETAILS)
 (N) LESSEE (B) 1-5/8" ROUTED IN (N) ICE BRIDGE COAXIAL CABLES (4 PER SECTOR)
 CONTRACTOR TO REMOVE ASPHALT WITHIN LEASE AREA

(E) PROPERTY LINE

(E) PROPERTY LINE

(E) BUILDING

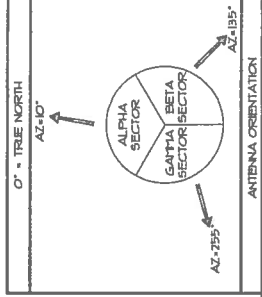
(E) BUILDING

(E) POWER POLE TO BE USED FOR TRAILING UTILITY (WALK)
 (E) TELCO TO BE USED FOR TRAILING UTILITY (WALK)

(E) OVERHEAD SERVICE TO REMAIN

(E) WOOD FENCE

- CONTRACTOR TO REMOVE ALL TREES WITHIN LESSEE ACCESS EASEMENT AND LEASE AREA
- SEE SURVEY FOR LEGAL DESCRIPTION OF LEASE AREA, ACCESS, AND UTILITY EASEMENT
- NOTE: CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION



1 OVERALL SITE PLAN

SCALE: 1" = 20'-0"

NOTE: DURING CONSTRUCTION CONTRACTOR TO MAINTAIN AN ORANGE FENCE PERIMETER AROUND THE SITE AT ALL TIMES FOLLOWING CLOSE OF EVERY BUSINESS DAY

NOTE 1:
 THE CONTRACTOR WILL, UPON BECOMING AWARE OF SUBSURFACE OR LATENT PHYSICAL CONDITIONS DIFFERING FROM THOSE DISCLOSED BY THE ORIGINAL SOIL BORING LOGS, IMMEDIATELY NOTIFY THE OWNER VERBALLY TO PERMIT VERIFICATION OF THE DIFFERING CONDITIONS, AND IN WRITING, AS TO THE NATURE OF THE DIFFERING CONDITIONS. NO CLAIM BY THE CONTRACTOR FOR ANY CONDITIONS, PLANS AND SPECIFICATIONS AND NOTED IN THE DISCLOSED BY THE SOIL STUDIES WILL BE ALLOWED UNLESS THE CONTRACTOR HAS SO NOTIFIED THE OWNER VERBALLY AND IN WRITING, AS REQUIRED ABOVE, OF SUCH DIFFERING SUBSURFACE CONDITIONS.

NOTE 2:
 ANY AREA ALTERED FROM CONSTRUCTION TO BE RETURNED TO ITS ORIGINAL STATE. GRASS AREA SHALL BE SEEDDED AND MAINTAINED UNTIL SEEDS HAVE GERMINATED.

NOTE 3:
 CONTRACTOR SHALL VERIFY ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.

NOTE 4:
 CONTRACTOR TO INSTALL EROSION CONTROL MEASURES ALONG PERIMETER OF ALL EXCAVATION DEPTHS TO A MINIMUM 5 FOOT WATER RUNOFF CONTAINMENT. SEE IC-6.

NOTE 5:
 THE CONTRACTOR SHALL CLEANUP AND REMOVE FROM THE WORK SITE ON A DAILY BASIS (OR SOONER IF DIRECTED BY THE VERIZON WIRELESS PROJECT MANAGER) ALL RUBBISH AND CONSTRUCTION DEBRIS. CONTRACTOR SHALL SUPPLY ON TRAILER OR SIMILAR TRASH STORAGE/RETRIVAL DEVICE AT JOBSITES WHERE CONSTRUCTION DEBRIS OR GARBAGE IS GENERATED.

NOTE 6:
 THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL SURFACE GROWTH, INCLUDING TREES, PATCHES OF GRASS, BERRIES, STUMP, AND ALL STRUCTURES, SUB-GROUND, BOLLERS, AND ANY OTHER OBSTRUCTIONABLE MATERIAL FROM THE TOWER BASE, GUY PATHS, GUY ANCHOR AREA, BUILDING AREA AND ROADS.

NOTE 7:
 THE SCOPE OF WORK DOES NOT INCLUDE A STRUCTURAL EVALUATION OF THIS TOWER OR FOUNDATION. THE CONTRACTOR SHALL ON THIS PLAN HAVE NOT BEEN EVALUATED TO VERIFY THE TOWER OR STRUCTURE HAS THE CAPACITY TO ADEQUATELY SUPPORT THESE ANTENNAS & EQUIPMENT. PRIOR TO ANY ANTENNA OR EQUIPMENT INSTALLATION, STRUCTURAL EVALUATION OF TOWER OR STRUCTURE, AND ALL EXISTING SYSTEMS AND HARDWARE, SHOULD BE PERFORMED.

4TH STREET

(E) SERVICE ROAD

TRAFFIC FLOW

(E) CURB

(E) SIDEWALK

CONTRACTOR IS RESPONSIBLE FOR POSTING ALL FCC, FAA AND VERIZON WIRELESS WARNING SIGNS ON FENCE (SEE DETAIL 3/C-1)

(N) LESSEE'S 17' WIDE GATE (SEE IC-9 FOR DETAIL)

(N) LESSEE'S GENERATOR CONCRETE PAD (SEE SE-4 FOR DETAILS)

LESSEE'S (N) 15' WIDE ACCESS EASEMENT

LESSEE'S (N) 1'-5" WIDE UTILITY EASEMENT

(N) LESSEE'S MUSHROOM GATE STOP (SEE 3/C-9 FOR DETAIL)

(N) 6' HIGH CHAIN LINK FENCE (SEE 7/C-8 FOR DETAIL)

(N) LESSEE'S GPS ANTENNA MOUNTED TO ICE BRIDGE POST (SEE IC-5 FOR DETAIL)

(N) LESSEE'S H-FRAME W/ METER, FCC CABINET AND ATE (SEE IC-2 FOR DETAIL)

(N) LESSEE'S ANTENNAS MOUNTED ON (N) PLATFORM AT 96'-0" ON (N) TOWER (TYP. OF 1 ANTENNA PER SECTOR). (SEE A-1 AND A-2 FOR DETAIL)

(N) 96'-0" MONOPOLE TOWER (N) PLATFORM AND ANTENNAS INSTALLED BY CONTRACTOR (DESIGNED BY OTHERS)

(N) LESSEE'S 96' MONOPOLE TOWER (DESIGNED BY OTHERS)

(N) LESSEE (12) 1'-5/8" COAXIAL CABLES, ROUTED (N) ICE BRIDGE (4 PER SECTOR)

(N) LESSEE'S ICE BRIDGE (SEE 7/C-5 FOR DETAIL)

SEE TOWER ELEVATION SHEET A-1

Verizon Wireless
 7 WHEATLAND, TEXAS 75163

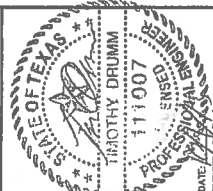
DATE DRAWN:	07/13
DRAWN BY:	MJM
APPROVED BY:	TD

MAC DAVIS
 SITE ID # 268829

2715 FYN STREET
 LUBBOCK, TEXAS 79415



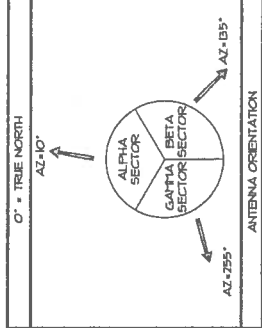
W.T. COMMUNICATION DESIGN GROUP, LLC
 11 Hudson Parkway, Ste 200
 Ft. Worth, TX 76101 (817) 724-8822
 www.wtdesigngroup.com



PROJECT NO.: 111312

SHEET NAME:
ENLARGED SITE PLAN

SHEET NUMBER:
C-2



1 ENLARGED SITE PLAN
 SCALE: 1" = 10'

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

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3221

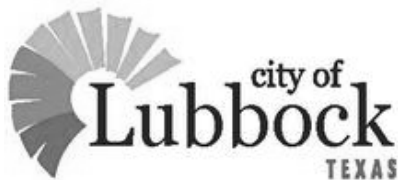
In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
DEC 26 2013
PLANNING DEPARTMENT

Print Name JACKIE MIZE
Signature: Jackie Mize
Address: 6615-19th Lubbock 79407
Address of Property Owned: 2217 Marston Stage Freeway



Regular City Council Meeting

5. 19.

Meeting Date: 02/13/2014

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2014-00015 for Zone Case 3145-D, a request of Chris Evans, for Reagor Dykes Auto Group, for a zoning change from CB-2 to CB-2 Design Historic for a landmark designation on the Myrick-Green Building, Lots 6 through 10, Block 133, Original Town Addition, 1215 and 1219 Avenue J.

Item Summary

On January 23, 2014, the City Council approved the first reading of the ordinance.

Zoning Request:

Proposed Land Use:

The proposed land use is for a change from CB-2 to CB-2 Design Historic. Design Historic Districts are legal zoning, however they are an overlay and do not change the base zoning district which is currently CB-2 for this building.

Adjacent Land Uses:

N – Discount Store - zoned CB-2

S – Parking Lot - zoned CB-2

E – Professional Offices - zoned CB-2

W – Office Furniture Store - zoned CB-2

Planning and Zoning Commission (P&Z) Public Hearing Notes from January 7, 2014 :

The request is to change from CB-2 to CB-2 DH. “In making historic landmark designations...the City Council shall consider, but not be limited to, one or more of the following criteria” (Section 29-25, City of Lubbock Zoning Ordinance).

(1) Character, interest or value as part of the development, heritage or cultural characteristics of the City of Lubbock, State of Texas, or the United States.

The Myrick-Green Building was the first multi-story office building constructed in the City of Lubbock. Lubbock had become a trade center for the region and the need for office space was apparent. Built in 1928, the Myrick-Green Building housed many of the major businesses and professional offices, taking part in the economic expansion of the City. The concentration of business in the downtown area created the need for additional hotel accommodations, spurring the construction of the six-story Hotel Lubbock in 1925. The Myrick-Green Building was the tallest building at the time of its completion, setting the stage for the future development of Lubbock’s skyline. It was expanded in 1949 with a two-story addition to add more retail space for one of Lubbock’s largest department stores, Cobb’s, aiding in the continued development of the downtown core.

(3) Embodiment of distinguishing characteristics of an architectural type or style.

This building is Lubbock's best remaining example of the Neo-Classical Revival style of architecture which was popular in the 1920s when it was constructed. The building is designed in the ionic order with a base/shaft/cornice organization. The use of a stacked header bond brick pattern underneath each window helps to strengthen the vertical appearance of the building. The original construction featured a faux balustrade along the roofline, common in this type of architecture. It is unclear if this feature is still intact under the metal paneling which was added in the 1960s. Engaged masonry pilasters are located from the first to the sixth floors between the windows and on the corners of the building. Cast stone detailing and accents appear on the front façade, wrapping the sides to a depth of about ten feet. Perfect symmetry is seen in the front façade, except for the later alterations completed on the first floor. In 1949 when the two-story addition was constructed, great effort was made to maintain architectural harmony between the two buildings. A cast stone ribbon was installed at the top of the first floor connecting the two structures visually. A lighter brick was used in a similar running bond pattern on the addition. To evoke the same effect as the pilasters on the original portion and match the brick pattern under the windows, a vertical strand of stacked header bond brick is spaced at equal intervals on the second story of the addition.

(5) Embodiment of elements of design, detail, materials, or craftsmanship which represent a significant architectural or landscape architectural innovation.

The Myrick-Green Building was the first large scale building to employ the use of reinforced concrete construction in the City of Lubbock. The use of reinforced concrete construction had only been utilized for about ten years in the United States prior to the design of this building. This method of construction allowed the owners the ability to design their building for future vertical expansion, which they took advantage of. It was originally designed as a four story building with basement, but expanded to its current six-story status after construction had begun.

(11) Identification with a person or persons who significantly contributed to the culture and development of the City, State or the United States.

W.A. Myrick and his son W.A. Myrick, Jr. were local entrepreneurs and established businessman in Lubbock by the mid-1920s. As partners in a successful local hardware company, the Cole-Myrick Company, the Myricks were well positioned to take advantage of the booming economy. The Myricks were also speculators in real estate and other investments such as the Hotel Lubbock. They were civic minded leaders in the community, aiding in the rapid development of the City. They also established the Myrick Farms, located near Shallowater, which was well-known for advanced farming methods. Walter Myrick, Sr. was instrumental in establishing the Lubbock Rotary Club, served on the Building Site Committee for the new Federal Court in Lubbock, and provided land for the development of early Lubbock parks.

(12) A building, structure, or landscape development that because of its location has become of value to a neighborhood, community area, or the city.

The Myrick-Green Buildings location in the heart of downtown Lubbock has proven valuable to the community. Immediately after its construction, it became an icon to the residents and visitors to the city. The loss of the building's status as a major office complex in Lubbock created a ripple effect of businesses relocating to the outskirts of the City. The downtown area suffered a steady decay from the mid-1960s into the mid 1990s. The Myrick-Green Building has been looked at with interest however, especially as of late, as a catalyst that could spur downtown redevelopment as it once did over eighty years ago.

Impact on the Comprehensive Land Use Plan (CLUP):

The purpose of the Design Historic District is to provide means by which citizens can initiate action to preserve archeological, historical, cultural, architectural, and landscape architectural landmarks as part of the heritage of this city. The Myrick-Green building is a good candidate for preservation as part of Lubbock's heritage, and the case therefore is consistent with the CLUP.

P&Z Commission Recommendation:

The P&Z recommended the request with a vote of 9-0.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3145-D

Zone Case 3145-D

Photos - Zone Case 3145-D

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3145-D**; A ZONING CHANGE FROM **CB-2** TO **CB-2 DESIGN HISTORICAL ZONING DISTRICT ON BLOCK 133, LOTS 6-10 LUBBOCK ORIGINAL**, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed landmark designation as hereinafter made has been duly presented to the Urban Design and Historic Preservation Commission and such Commission, after public hearing, has made its recommendation in favor of such designation to the Planning and Zoning Commission; and

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

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

WHEREAS, the Myrick-Green Building was built in 1928, taking part in the economic expansion of the City of Lubbock; and

WHEREAS, the Myrick-Green Building is the best remaining example of Neo-Classical Revival architecture; and

WHEREAS, the building was the first large scale structure to employ the use of reinforced concrete construction in the City of Lubbock; and

WHEREAS, the Myrick-Green Building was constructed by local entrepreneurs, W.A. Myrick and W.A. Myrick, Jr., influential leaders in the community; and

WHEREAS, the location of the Myrick-Green Building in the heart of downtown Lubbock has proven valuable to the community, becoming an icon immediately after construction; and

WHEREAS, the owners of RD7 Investments, LLC have consented to the proposed historic landmark designation pursuant to Section 29-28(i)(1) of the Code of Ordinances.

NOW THEREFORE:

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

ZONE CASE NO. 3145-D

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

A change of zoning under the provisions of Section 29-29 of the Code of Ordinances of the City of Lubbock from **CB-2** to **CB-2 Design Historical** zoning district on **Block 133, Lots 6-10 Lubbock Original**, City of Lubbock, Lubbock, County, Texas located at **1215-1219 Avenue J** and said property is declared to be a historic landmark district, such historic designation to continue regardless of any change in the underlying zone district.

SECTION 2. THAT any new buildings or structures within this historic landmark district shall be architecturally compatible with the historic landmark structure therein, in terms of style, color, materials, texture, and basic form as found in the following style:

1920's Neo-Classical Revival style of architecture

SECTION 3. THAT no person or entity shall construct, reconstruct, alter, change, restore, remove or demolish any exterior architectural feature or landscape architectural feature of a designated historic landmark unless application be made to the Urban Design Commission for a certificate of appropriateness, and such a certificate is granted.

SECTION 4. That the following are declared to be exterior architectural features, and as such shall be preserved in their present form:

1. Inlaid "Cobb's" mosaic
2. Stone detailing wrapping the front and sides to a depth of ten feet
3. Cast stone ribbon band
4. Cobb's Building cast iron sign
5. Roll out awning system
6. Engaged masonry pillars
7. Arched stone detailing above sixth story windows

SECTION 5. THAT incorporated by reference into this Ordinance, and by attaching hereto, are photographs of the building as it presently appears. Said photographs shall be used to indicate the degree of alteration which has already occurred and the degree of preservation of the original structure. These photographs shall be further described in Exhibit "A" attached hereto.

SECTION 6. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a 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 7. 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 8. 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 G. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



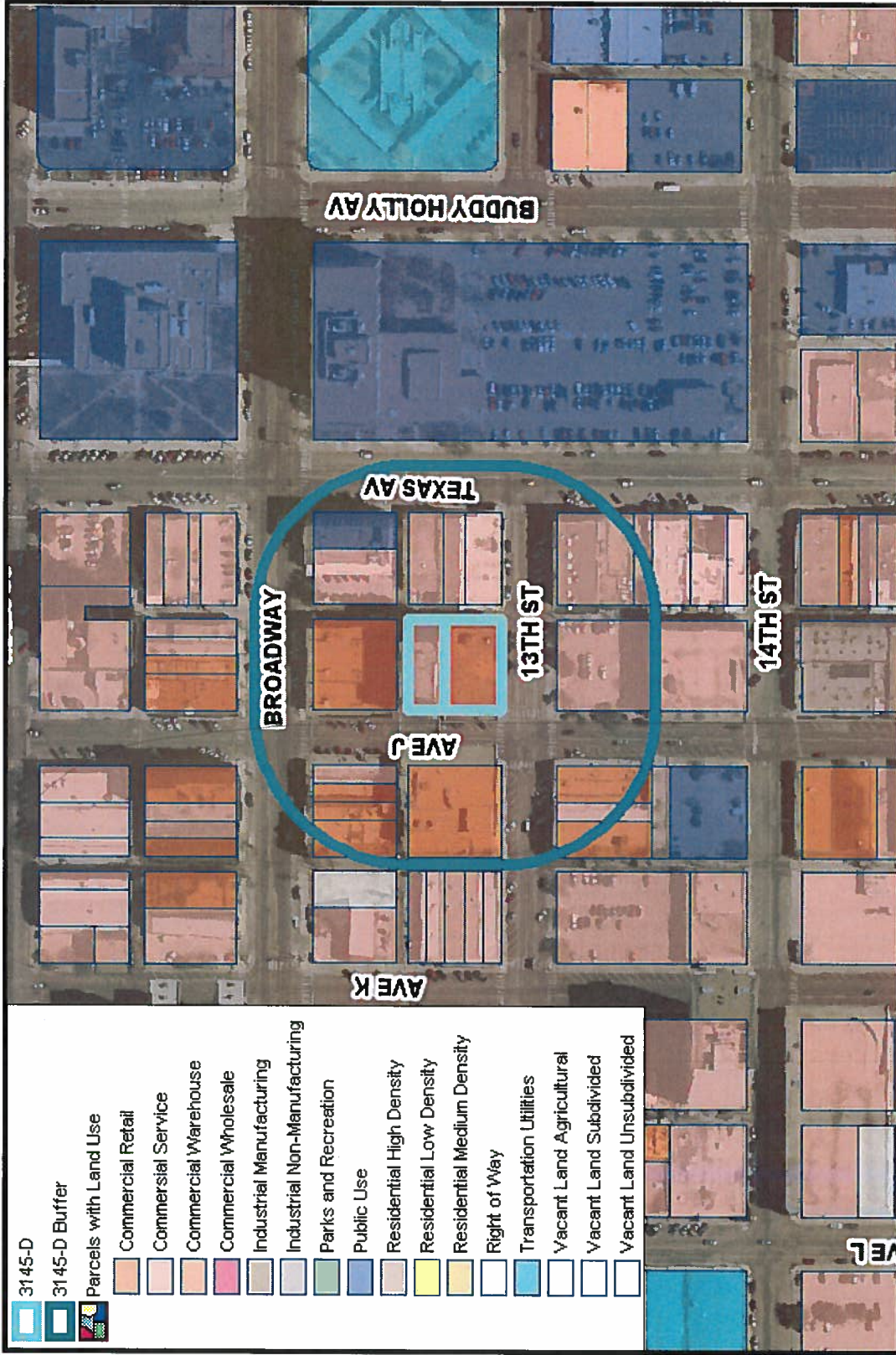
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



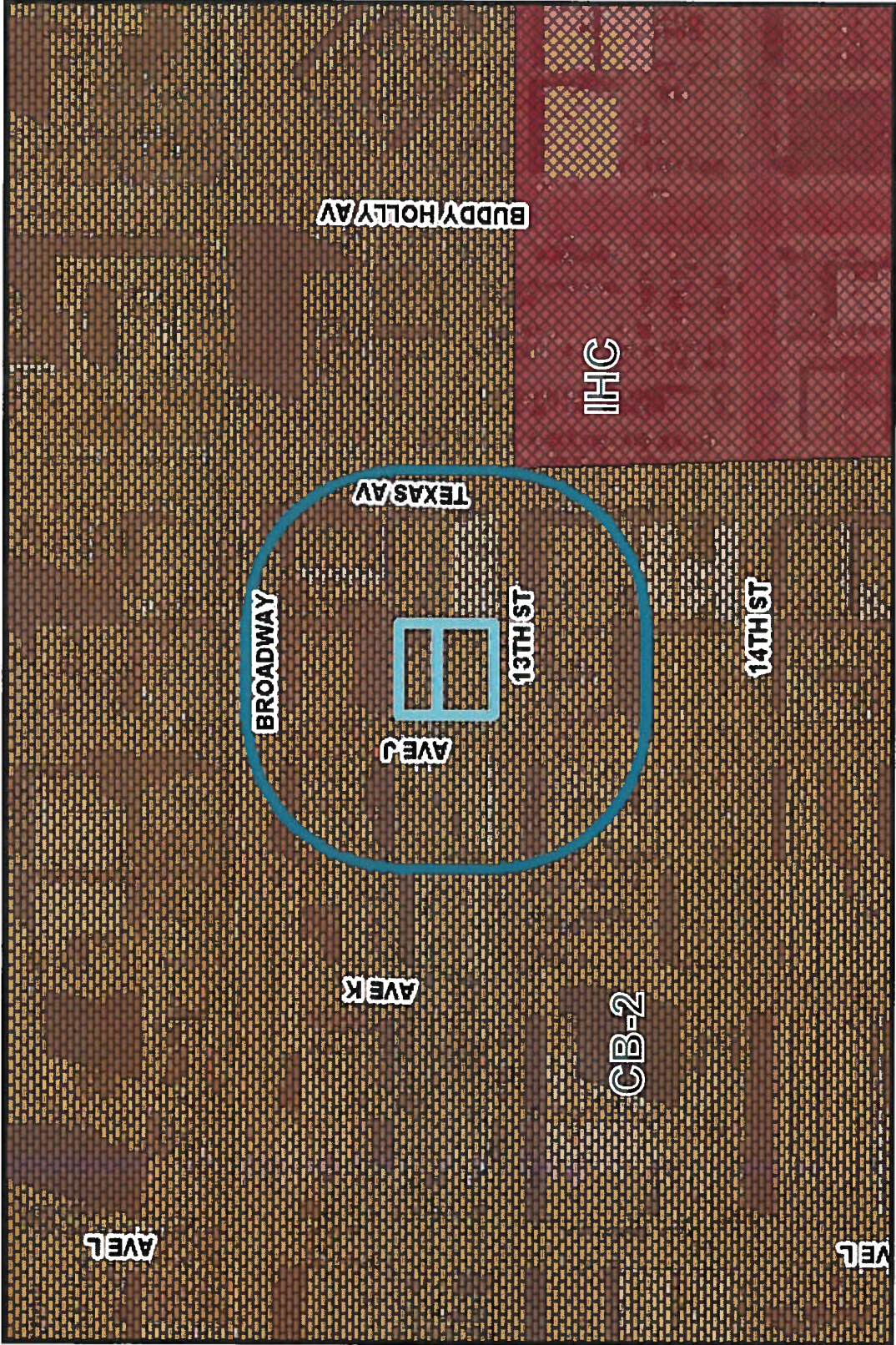
Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/zc3145-D
January 7, 2014



P.Z.C. Case 3145-D

Request of Chris Evans (for Reagor Dykes Auto Group) for a zoning change from CB-2 to CB-2 Design Historic for a landmark designation, 1215 and 1219 Avenue J



P.Z.C. Case 3145-D Zoning



APPLICATION FOR DESIGNATION OF HISTORIC LANDMARK AND HISTORIC LANDMARK DISTRICTS

Lubbock Urban Design and Historical Preservation Commission
P.O. Box 2000, Lubbock, Texas 79457 (806) 755-2106

Applicant (Please Print) Chris Evans
1111 19th Street
Lubbock TX 79411
(806) 687-7771

For R07 Investments, LLC
1111 19th ST
Lubbock TX 79411
(806) 687-7771

Location or Address: 1215-1219 Ave J
Legal Description: Block 133 lots 6-10
Existing Land Use: Commercial Existing Zoning: CB-2
Acreage or Square Footage of Property: 75,467

HISTORICAL BACKGROUND INFORMATION

Historic Name: Myrick-Green Building
Original Owner: W.A. Myrick Date Built: 1926-27
Architect: Peters and Strange Builder:
Original Use: Office Building Current Use: Vacant

General History and Description (Please attach a narrative description and history that addresses the criteria for historic landmark designation found in Section 29-25(e) of the City of Lubbock Code of Ordinances)

Applicant's Signature [Signature] Date: 12/20/13

For City Use Only

Zone Case No.: Agenda No.:
Request for zoning change from: CB-2 to CB-2 DH To:

on Lot(s) 6-10 Block(s) 133 Lubbock Original
Subdivision Property Address: 1215-1219 Ave J

Sec. 40.03.3215 Criteria for historic landmark designation

In making historic landmark designations as set forth in section 22A.3 {29-25(d)} [40.03.3214], the City Council shall consider, but shall not be limited to, one or more of the following criteria:

- (1) Character, interest or value as part of the development, heritage or cultural characteristics of the City of Lubbock, State of Texas, or the United States.
- (2) Recognition as a Recorded Texas Historic Landmark, a National Historic Landmark, or entry into the National Register of Historic Places.
- (3) Embodiment of distinguishing characteristics of an architectural type or style.
- (4) Identification as the work of an architect, landscape architect, or master builder whose individual work has influenced the development of the city.
- (5) Embodiment of elements of design, detail, materials or craftsmanship which represent a significant architectural or landscape architectural innovation.
- (6) Relationship to other distinctive buildings, sites or areas which are eligible for preservation based on architectural, landscape architectural, historic or cultural motif.
- (7) Portrayal of the environment of a group of people in an area of history characterized by a distinctive architectural or landscape architectural style.
- (8) Archeological value in that it has produced or can be expected to produce data affecting theories of historic or prehistoric interest.
- (9) Exemplification of the cultural, economic, social, ethnic or historical heritage of the city, state, or the United States.
- (10) Location as the site of a significant historic event.
- (11) Identification with a person or persons who significantly contributed to the culture and development of the city, state or the United States.
- (12) A building, structure, or landscape development that because of its location has become of value to a neighborhood, community area, or the city.
- (13) Value as an aspect of community sentiment or public pride.

(1983 Code, sec. 29-25(e). See end of this division for full history for this division.)

CRITERIA FOR HISTORIC LANDMARK DESIGNATION

1215-1219 AVE J

"In making historic landmark designations...the City Council shall consider, but not be limited to, one or more of the following criteria." (Section 29-25, City of Lubbock Zoning Ordinance)

- (1) Character, interest or value as part of the development, heritage or cultural characteristics of the City of Lubbock, State of Texas, or the United States.

The Myrick-Green Building was the first multi-story office building constructed in the City of Lubbock. Lubbock had become a trade center for the region and the need for office space was apparent. Built in 1928, the Myrick-Green Building housed many of the major businesses and professional offices, taking part in the economic expansion of the city. The concentration of business in the downtown area created the need for additional hotel accommodations, spurring the construction of the six-story Hotel Lubbock in 1925. The Myrick-Green Building was the tallest building at the time of its completion, setting the stage for the future development of Lubbock's skyline. It was expanded in 1949 with a two-story addition to add more retail space for one of Lubbock's largest department stores, Cobb's, aiding in the continued development of the downtown core.

- (3) Embodiment of distinguishing characteristics of an architectural type or style.

This building is Lubbock's best remaining example of the Neo-Classical Revival style of architecture which was popular in the 1920s when it was constructed. The building is designed in the Ionic order with a base/shaft/cornice organization. The use of a stacked header bond brick pattern underneath each window helps to strengthen the vertical appearance of the building. The original construction featured a faux balustrade along the roofline, common in this type of architecture. It is unclear if this feature is still intact under the metal paneling which was added in the 1960s. Engaged masonry pilasters are located from the first to the sixth floors between the windows and on the corners of the building. Cast stone detailing and accents appear on the front façade, wrapping the sides to a depth of about ten feet. Perfect symmetry is seen in the front façade, except for the later alterations completed on the first floor.

In 1949 when the two-story addition was constructed, great effort was made to maintain architectural harmony between the two buildings. A cast stone ribbon was installed at the top of the first floor connecting the two structures visually. A lighter brick was used in a similar running bond

pattern on the addition. To evoke the same effect as the pilasters on the original portion and match the brick pattern under the windows, a vertical strand of stacked header bond brick is spaced at equal intervals on the second story of the addition.

- (5) Embodiment of elements of design, detail, materials, or craftsmanship which represent a significant architectural or landscape architectural innovation.

The Myrick-Green Building was the first large scale building to employ the use of reinforced concrete construction in the city of Lubbock. The use of reinforced concrete construction had only been utilized for about ten years in the United States prior to the design of this building. This method of construction allowed the owners the ability to design their building for future vertical expansion, which they took advantage of. It was originally designed as a four story building with basement, but expanded to its current six-story status after construction had begun.

- (11) Identification with a person or persons who significantly contributed to the culture and development of the city, state or the United States.

W.A. Myrick and his son W.A. Myrick, Jr. were local entrepreneurs and established businessman in Lubbock by the mid-1920s. As partners in a successful local hardware company, the Cole-Myrick Company, the Myricks were well positioned to take advantage of the booming economy. The Myricks were also speculators in real estate and other investments such as the Hotel Lubbock. They were civic minded leaders in the community, aiding in the rapid development of the city. They also established the Myrick Farms, located near Shallowater, which was well-known for advanced farming methods. Walter Myrick, Sr. was instrumental in establishing the Lubbock Rotary Club, served on the building site committee for the new federal court in Lubbock, and provided land for the development of early Lubbock parks.

- (12) A building, structure, or landscape development that because of its location has become of value to a neighborhood, community area, or the city.

The Myrick-Green Buildings location in the heart of downtown Lubbock has proven valuable to the community. Immediately after its construction, it became an icon to the residents and visitors to the city. The loss of the building's status as a major office complex in Lubbock created a ripple effect of businesses relocating to the outskirts of the city. The downtown area suffered a steady decay from the mid-1960s into the mid 1990s. The Myrick-Green Building has been looked at with interest however, especially as of late, as a catalyst that could spur downtown redevelopment as it once did over eighty years ago.

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.: **3145-D**

In Favor of

Opposed

Reasons and/or Comments:

Please grant this request as soon as possible.

RECEIVED
DEC 26 2013
PLANNING DEPARTMENT

Print Name Charles Dunn
Signature: *Charles Dunn*
Address: 1212 TEXAS AVE
Address of Property Owned: 1212 TEXAS AVENUE

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.

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: **3145-D**

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
DEC 30 2013
PLANNING DEPARTMENT

Print Name

Ted Hogan

Signature:

[Handwritten Signature]

Address:

2712 20th, Lubbock, TX 79410

Address of Property Owned:

1109 13th



Existing Building Condition



Rendering of Proposed Exterior Renovations



Photograph showing the Neo-Classical Revival features of the sixth story (decorative stonework, quoining, simple entablature, faux balustrade covered in the metal paneling)



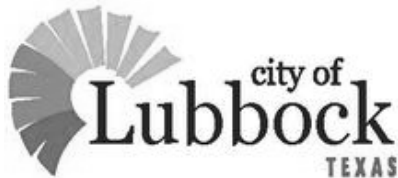
Photograph showing the decorative stonework, contrasted with the later addition of a cast stone ribbon which was added to tie the 1949 addition architecturally to the original.



Photograph showing stacked header bond on the 1949 addition



Photograph showing the stacked header bond below the windows and the pilasters.



Regular City Council Meeting

6. 1.

Meeting Date: 02/13/2014

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute a Community Development funding contract 11729 and all related documents with Catholic Charities Diocese of Lubbock to provide assistance to families to transition them out of poverty through the Community Service Block Grant (CSBG) for the Parent Empowerment Program.

Item Summary

Catholic Charities Diocese of Lubbock is receiving funding to operate the Parent Empowerment Program. The funds are from the CSBG administered by the Texas Department of Housing and Community Affairs (TDHCA). Funds are used to provide assistance to transition families out of poverty.

The total allocation for this program is \$179,593. TDHCA has released approximately 31% of the total CSBG allocation, so the City is releasing \$55,967 and will notify subrecipient as more funds are made available. The period of performance is January 1, 2014, through December 31, 2014. The Community Development and Services Board approved funding for this project at their regularly scheduled meeting on November 13, 2013.

Fiscal Impact

The maximum amount to be allocated from the Community Services Block Grant for this program is \$179,593.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & Agreement - Catholic Charities Diocese

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 Community Development Funding Contract, by and between the City of Lubbock and Catholic Charities Diocese of Lubbock, for the Community Services Block Grant Program, and all 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.

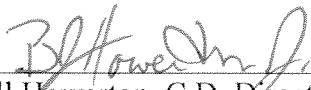
Passed by the City Council this _____, 2014.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, C.D. Director/Citibus Liaison

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney

Res.CDBG-Funding Agrmt-Catholic Charities of Lubb.14
1.13.14

COMMUNITY SERVICE BLOCK GRANT
AGREEMENT BETWEEN THE CITY OF LUBBOCK
AND CATHOLIC CHARITIES, DIOCESE OF LUBBOCK

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Contract entered into this 13th day of February 2014, by and between the CITY OF LUBBOCK (herein called "City") and CATHOLIC CHARITIES, DIOCESE OF LUBBOCK a non-profit Center (herein called "Contractor").

WHEREAS, the City is obligated to do and perform certain services in its administration of Community Services Block Grant; and

WHEREAS, the Contractor operates a non-profit center offering services to low-income individuals in the County of Lubbock; and

WHEREAS, the services provided by the Contractor benefit citizens of the County of Lubbock and constitute a valuable public service; and

WHEREAS, the City Council of the City of Lubbock has declared programs of the Catholic Charities to be a public purpose and the provision of these services to be a predominate purpose of this transaction; and

WHEREAS, the Contractor and the services it provides have been found to meet the criteria for funding under the RFP; and

WHEREAS, the accomplishment of the above public purpose is the predominant purpose of this transaction, continuing supervision by the City and State together with statutory and contractual requirements provide sufficient assurance that this public purpose will be accomplished and an audit provides sufficient protection of the handling of public money; and

WHEREAS, the City Council had found that the Contractor has the special expertise, knowledge and experience necessary for the performance of the contract and that the City will receive adequate consideration in the form of substantial public benefit; and

WHEREAS, the City desires to contract with the Contractor to make available operating assistance for the Parent Empowerment Program.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. **SCOPE OF SERVICE**

A. General Overview of Program:

1. Contractor will use \$179,593 of CSBG funds awarded to administer the Parent Empowerment Program and transition people out of poverty by providing direct assistance with education and support services and per the budget herein.

B. City Responsibilities:

1. City agrees to provide Contractor assistance from Community Services Block Grant funds in an amount not to exceed \$179,593 for the Parent Empowerment Program in return for Contractor performing the activities set forth in this Contract as consideration for said funds:
2. It is expressly understood and agreed by the parties hereto that the City's responsibilities are contingent upon the actual receipt of adequate funds to meet City's liabilities under this contract. If adequate funds are not available to make payment under this contract, City shall notify Contractor in writing within a reasonable time after such fact is determined. City shall terminate this Contract and will not be liable for failure to make payments to Contractor under this Contract.

The funds shall be disbursed in the amounts and at the time the funds are disbursed to the City by the State of Texas. The City is not responsible for any amounts not distributed by the State of Texas. CSBG funds shall be disbursed in the amount and at the time funds are disbursed to the City by the State of Texas. The State of Texas has currently released approximately thirty-one percent (31%) of the total amount of funds to the City. Therefore, the City shall currently disburse \$55,967 in CSBG funds to the Contractor, and will notify the Contractor as other funds are released.

3. City shall not be liable to Contractor for any costs incurred by Contractor, or any portions thereof, which have been paid to Contractor or which are subject to payment to Contractor, or which have been reimbursed to Contractor or which are subject to reimbursement to Contractor by any source other than City or Contractor.
4. City shall not be liable for any costs incurred by Contractor which are not allowable costs as set forth in the contract.
5. City shall not be liable to Contractor for any costs incurred by Contractor or for any performances rendered by Contractor which are not strictly in accordance with the terms of this Contract.
6. City shall not be liable to Contractor for any costs incurred by Contractor in the performance of this Contract which have not been billed to City by Contractor within sixty (60) days following termination of this Contract.

7. City shall not be liable for costs incurred or performances rendered by Contractor before commencement of this Contract or after termination of this Contract.
8. City's financial assistance will be limited to the following:
 - a. The assistance made available through this Contract shall be used by the Contractor solely for the purpose of the Parent Empowerment Program.
 - b. The assistance shall provide funding for expenses incurred within the operation and scope of the program.
 - c. The services provided by the Contractor shall benefit lower-income families residing in the County of Lubbock and whose gross household income does not exceed the most recent Poverty Income Guidelines issued by the U.S. Department of Health and Human Services (HHS).

C. Contractor's Responsibilities

1. Contractor agrees to use funds made available through this Contract solely for the purpose of the Catholic Charities Parent Empowerment Program, at 102 Ave J.
2. Contractor agrees to comply with applicable uniform administrative requirements, as described in the Catholic Charities Policy Manual and generally accepted administrative requirements for the Texas State Government located at 1TAC5.141 et seq. And the federal administrative requirements located at 45CFR Part 96.
3. Contractor agrees to carry out the activities under this Contract in compliance with all State and Local laws and regulations.

II. **TIME OF PERFORMANCE**

This Contract shall commence January 1, 2014 and shall terminate December 31, 2014. The terms of this Contract and the provisions herein may be extended on a year to year basis during the five year roll-over cycle, provided funds are received from TDHCA and provided the Contractor meets its contractual obligations during the current funding year, subject to board and council approval and Mayor's signature. The new five year cycle is January 2014 thru December 2018.

III. **BUDGET**

	CSBG Funds	Matching Funds	Total Project Funds
Administration:			
Personnel	6,500		
Fringe Benefits	15,000		
Office Supplies	250		
Copy Supplies	100		
Postage	300		
Telephone	100		
Office Space	560		
Facility Utilities	400		
Insurance	500		
Total Administration	23,710		
Program:			
Tuition, fees, certification, licensing, testing, etc.	17,000		
Books	22,000		
Child Care	2,500		
Transportation	3,500		
Rent & Deposits	37,000		
Utilities & Deposits	30,000		
Case Management	41,883		
Other (uniforms, Rx, eye exams and glasses, etc.)	2,000		
Total Program	\$ 155,883		
GRAND TOTAL	\$ 179,593		

IV. **PAYMENT**

City will pay up to \$179,593 to Contractor based upon the receipt of request for funds and project expense summary for the above-described project. Contractor shall submit to City invoices for items purchased. City shall determine the reasonableness of each purchase and shall not make disbursement of any such payment until City has reviewed and approved each purchase. If need is shown to exist, City staff can release up to 10% of the funds to be used as start-up funding. Contractor will then bill City monthly for expenses occurred during the month. By end of program year, Contractor will have provided City with proper documentation to show how all funds were expended, including the start-up costs.

V. **NOTICES**

Communication and details concerning this Contract shall be directed to the following

Contract representatives:

Joe Rangel
City of Lubbock
P. O. Box 2000
Lubbock, TX 79457

Beth Zarate
Catholic Charities, Diocese of Lubbock
102 Ave J
Lubbock, TX 79401

VI. **SPECIAL CONDITIONS**

A. Specific Requirements to Meet Conditions Outlined in RFP

1. Contractor will maintain adequate case management files on each client assisted; whether the case management is funded through this grant or not, and whether the case management is provided by the Contractor or not.
2. Contractor will keep adequate documentation of the design of the program, the implementation of the program, and evaluation of program design.
3. Contractor will keep documentation of their efforts to leverage CSBG funds with other programs to enhance the services provided to clients.
4. Contractor will keep documentation of their efforts to cooperate and collaborate with other service providers.

VII. **GENERAL CONDITIONS**

A. 1. General Compliance

Contractor agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under this Contract which were made available under the City's Community Services Block Grant program.

2. Labor Standards

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Copeland "Anti-Kickback" Act (40 U.S.C 276a-276a-5; 40 USC 327 and 40 USC 26c) and all other applicable Federal, state and local laws and regulations pertaining to the labor standards insofar as those acts apply to the performance of this contract.

3. Right to Exercise

The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek

judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, the former shall control.

B. Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Contract. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation insurance as the Contractor is an independent Contractor.

C. Indemnity and Release

Grantee shall indemnify and hold harmless, to the fullest extent permitted by law, the City, and City's respective officers, employees, elected officials and agents, from and against any and all losses, damages, claims or liabilities, of any kind or nature, which arise directly or indirectly, or are related to, in any way, manner or form, the activities contemplated hereunder, including, but not limited to, losses, damages, claims or liabilities arising from or related to, in any way, manner or form, the act or omission of third parties and/or the negligence or fault of City, its respective officers, employees, elected officials and /or agents. Grantee further covenants and agrees to defend any suits or administrative proceedings brought against the City and/or the City's respective officers, employees, elected officials and/or agents on account of any such claim, and to pay or discharge the full amount or obligation of any such claim incurred by, accruing to, or imposed on the City, or the City's respective officers, employees, elected officials and/or agents, as applicable, resulting from such suits, claims and/or administrative proceedings or any matter resulting from the settlement or resolution of said suits, claims and/or administrative proceedings, in addition, Grantee shall pay to the City, applicable, all attorney's fees incurred by such parties in enforcing Grantee's indemnity in this section.

The City, and its respective officers, employees, elected officials and agents shall not be liable and Grantee hereby releases the City, and its respective officers, employees, elected officials and agents, for, from and/or against any losses, damages, claims or liabilities to Grantee, on any theory of legal liability, including, but not limited to the negligence, of any type of degree or fault, of the City, arising from or related to, in any way, manner of form, the unenforceability or voidance, for any reason, of all or part of this agreement.

The indemnity and release provided herein shall survive the termination or voidance of this agreement.

D. Worker's Compensation

Contractor shall provide Worker's Compensation insurance coverage for all employees involved in the performance of this Contract.

E. Insurance and Bonding

Throughout the term of this Contract, the Contractor will maintain liability insurance in the following minimum amounts:

Type of Insurance	Minimum Liability
Commercial General Liability	\$1,000,000 Limit
Property Damage Liability	\$100,000 Each Occurrence

F. City Recognition

Contractor shall insure recognition of the role of City's Community Services Block Grant program in providing funding through this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, Contractor will include a reference to the support provided herein in all publications made possible with funds made available under this Contract.

G. Changes and Amendments

City or Contractor may amend this Contract at any time, provided that such amendments make specific reference to this Contract, and are executed in writing, signed by a duly-authorized representative of both organizations and approved by the City Council if required by law. Such amendments shall not invalidate this Contract, nor relieve nor release City or Contractor from its obligations under this Contract.

City may, in its discretion, amend this Contract to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or the activities to be undertaken as part of this Contract, such modifications will be incorporated only by written amendment signed by both City and Contractor.

H. Suspension or Termination

Either party may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph "I.B" above may only be undertaken with the prior approval of City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by Contractor under this Contract shall at the option of City, become the property of City, and Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

City may also suspend or terminate this Contract, in whole or in part, if Contractor

materially fails to comply with any term of this Contract, or with any of the rules, regulations, or provisions referred to herein; and the City may declare the Contractor ineligible for any further participation in City contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe Contractor is in noncompliance with any applicable rules or regulations, City may withhold up to fifteen percent (15%) of said contract funds until such time as Contractor is found to be in compliance by City or is otherwise adjudicated to be in compliance.

The City may also terminate this agreement in the event of an emergency or disaster, whether an act of God, natural or manmade, by giving twenty-four (24) hour notice. The City may give said notice verbally to Grantee. Any expenditures incurred prior to receiving notice will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by Grantee.

I. Prevention of Waste, Fraud, and Abuse

Contractor shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this contract. The systems and procedures shall address possible waste, fraud, an abuse by Contractor, its employees, recipients, vendors, and administrating agencies. Contractor's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by City.

Contractor shall give City complete access to all of its records, employees, and agents for the purposes of any investigation of the funded programs. Contractor shall immediately notify City of any discovery of waste, fraud or abuse. Contractor shall fully cooperate with City's efforts to detect, investigate, and prevent waste, fraud and abuse in the funded program.

Contractor may not discriminate against any employee or other person who reports a violation of the terms of this contract or of any law or regulation to the City or to any appropriate law enforcement authority, if the report is made in good faith.

J. Legal Remedies

In instances where the Contractors violate or breach this Contract, the City may apply administrative, contractual, or legal remedies. The City may suspend all activities temporarily pending either corrective action by the Contractor or a decision by the City to terminate this contract.

K. Legal Authority

Contractor represents that it possesses the practical ability and legal authority to enter in to this contract, receive and manage funds authorized by this contract, and to perform the services Contractor has obligated itself to perform under this contract.

The person signing this contract on behalf of Contractor hereby warrants that he/she has been authorized by Contractor to execute this contract on behalf of Contractor and to bind Contractor to all terms herein set forth.

L. Reporting and Patent Rights

Contractor shall abide by all requirements and regulations pertaining to the reporting and patent rights involving research, developmental, experimental or demonstration work, with respect to any discovery or invention which arises or is developed in the course of satisfying the terms of this agreement.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Contractor agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

Contractor shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations", or A-21, "Cost Principles for Educational Institutions", as applicable, for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records Keeping Requirements

Contractor shall maintain fiscal and programmatic records and supporting documentation for all expenditures made under this Contract in accordance with the UGMS and Section III, Common rule: State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C – Post Award Requirements, .42. For purposes of compliance, all associated documentation must be readily available, whether stored electronically or hard copy to justify compliance with program rules and regulations.

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

Contractor shall give the HHS, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly

authorized representatives, access to and the right to examine and copy, on or off the premises of Contractor, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Contractor. Contractor agrees to maintain such records in an accessible location for the greater of: (1) four (4) years; (2) if notified by the City in writing, the date that the final audit is accepted with all audit issues resolved to the City's satisfaction, (3) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; (4) a date consistent with any other period required by federal or state law or regulation. Contractor agrees to cooperate with any examination conducted pursuant to this Subsection. Upon termination of this Contract, all records are property of the City.

2. Retention

Contractor shall retain all record pertinent to expenditures incurred under this Contractor for a period of four (4) years after the termination of all activities funded under this Contract, or after the resolution of all State audit findings, whichever occurs later.

3. Client Data

Contractor shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: total number of information and referral calls received and broken down into subject categories for every call; specific information obtained through random screening of calls such as income level, gender, race, age, education-level, and household size. Such information shall be made available to City monitors or their designees for review by the 10th day of every month.

4. Audits and Inspections

All Contractor records with respect to any matters covered by this Contract shall be made available to City, their designees or the State Government, at any time during normal business hours, as often as City or State deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data, both financial and programmatic. Any deficiencies noted in audit reports must be fully cleared by Contractor within thirty (30) days after receipt by the Contractor. Failure to comply with the above audit requirements will constitute a violation of this Contract and may result in the withholding of future payments.

C. Operation and Financial Reports

1. Financial Record Reports

Contractor agrees to submit to the City invoices for the services and approved costs of this program by the 10th day of each month; and

2. Operation Reports

Contractor agrees to submit to the City a monthly activity report in accordance with instructions provided by the State.

IX. **PERSONNEL AND PARTICIPANT CONDITIONS**

A. Civil Rights

Contractor agrees to comply and to require all subcontractors to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 and the regulations issued under the order at 41 CFR chapter 60.

Non-discrimination and Equal Opportunity

No person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied from the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the contract.

Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1990, or with respect to an otherwise qualified disabled individual as provided in section 04 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

B. Conduct

1. Prohibit Political Activity and Lobbying

Lobbying

The Grantee hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

- c. It will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Contractor from furnishing to any member of its governing body upon request, or to any other local or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Contractor, the State of Texas, or the government of the United States.

None of the funds provided under this contract shall be paid to any official or employee who violates any of the provisions of this section.

2. Conflict of Interest and Nepotism

Contractor covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this contract. Contractor further covenants that in the performance of this contract no person having such interest shall be employed or appointed by contractor.

No person (1) Who is an employee, agent, consultant, officer, or official of the contractor and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) Who is in a position to participate in a decision making process or gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have familiar or business ties, during their tenure.

Contractor's employees, officers, and/or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors, or potential subcontractors.

C. Air & Water

The Grantee agrees to comply with the following requirements insofar as they apply to the performance of this contract:

Clean Air Act, 42 U.S.C., 7401, et seq.

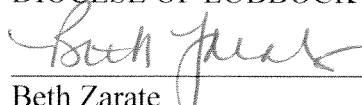
Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

CITY OF LUBBOCK

CATHOLIC CHARITIES
DIOCESE OF LUBBOCK

Glen C. Robertson
MAYOR



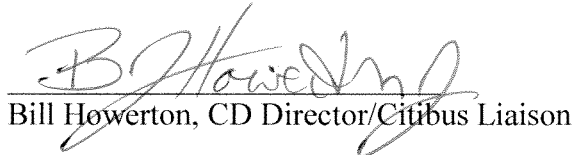
Beth Zarate
EXECUTIVE DIRECTOR

ATTEST:

FED. I.D.# 75-1966688

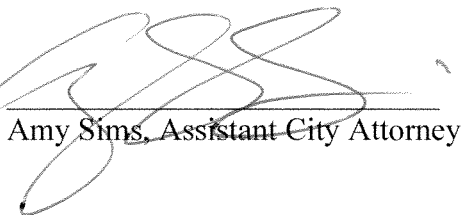
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

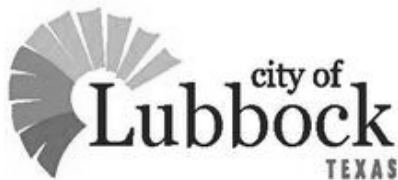


Bill Howerton, CD Director/Citibus Liaison

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney



Regular City Council Meeting

6. 2.

Meeting Date: 02/13/2014

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order contract 31018056 with Sam Pack's Five Star Ford for five light duty pickups for the Lubbock Police and Fire Departments.

Item Summary

The purchase order contract is for the following vehicles (the item numbers correspond to those shown on the attached bid tabulation):

Item 1: Three 3/4-ton, extended cab, short bed, 4x2 pickup trucks, Spec 1534-PD to replace three older vehicles in Police Training. The replacements are: two 2006 sedans and one 2001 1/2 ton pickup. Maintenance costs total over \$6,000 for each vehicle being replaced. The current mileage for the vehicles to be replaced are 89,072; 111,197; and 95,951. The pickups will be for daily use at the Police training academy. Pickups at the academy are used to move the recruitment signs to various locations over the city as well as pulling the trailer for the mules(4-wheelers) and other equipment used at the academy or range.

Item 2: One 3/4 ton, cab and chassis, extended cab, 4x4 with utility body pickup truck, Spec 1540-4-Fire will be used as an addition to the fleet. This unit will be assigned to a new position that is responsible for Fire department facility maintenance. The new facilities person will be responsible for the Fire Station facilities and the unique components which keep them operating.

Item 3: A 1 ton, cab and chassis, regular cab, dual rear wheel, diesel, 4x4 with flat bed pickup truck, Spec 1541-Fire is a re-bid from one approved in an earlier Council agenda that did not meet specs once received. This unit will be used with the Rehab Trailer. The rehab unit responds to emergency incidents for rehabilitation of fire fighters being relieved from the fire line. Rehabilitation includes providing a place to rest and monitor vital signs of firefighters during emergencies.

Originally these trucks were a part of a bid for light duty vehicles, however no bids were received. State contracts were used to obtain quotes from the following companies. A tabulation sheet is provided.

Sam Pack's Five Star Ford of Carrollton, TX
Caldwell Country Chevrolet of Caldwell, TX

The \$131,767.30 purchase from Sam Pack's Five Star Ford of Carrollton, Texas is made through Texas Smartbuy Contract 071-072-AT 2014. Texas Smartbuy is one of several cooperatives purchasing programs authorized by Texas statute. Cooperative purchasing programs were created by legislation in 1979 in accordance with Sections 271.081-271.083 Local Government Code, V.T.C.A., Section 2155.202 and 2175.001 (1) of the Texas Government Code, Title 10, Subtitle D. This legislation provides the legal authority for local governments to participate in the Texas Smartbuy Program and provides State of Texas volume purchasing power to local governments.

Fiscal Impact

Funding is available in the FY 2013-14 Master Lease Program for Items 1 and 2.
Funding is available in the FY 2012-13 Master Lease Program for Item 3.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Roger Ellis, Chief of Police
Mike Kemp, Fire Chief

Attachments

Resolution & Purchase Order - Sam Pack's

Tab Sheet

Police and Fire Light Duty Truck Photos

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31018056 for the purchase of light duty vehicles for Police and Fire Departments as per Texas Smartbuy Contract 071-072-AT 2014, by and between the City of Lubbock and Sam Pack's Five Star Ford of Carrollton, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

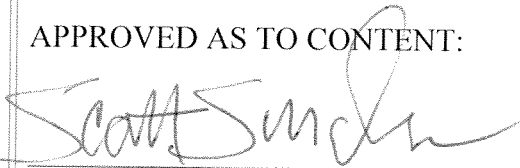
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



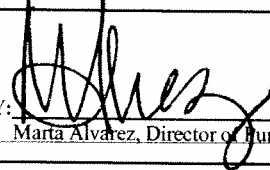
Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Sam Pack's-PurchaseOrd
January 23, 2014

TO: SAM PACK'S FIVE STAR FORD
1635 IH 35E
CARROLLTON Texas 75006

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK Texas 79403

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

BY: 
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 01/23/2014 Freight
Requested 01/23/2014 Taken By D.TORRES
Delivery PER V.LANDRY/REQ 42618 TX SMARTBUY 071-072-AT 2014

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
3/4 Ton Ext Cab,Short Bed, 4x2	3.000	24,889.2400	EA	74,667.72	07/21/2014
Spec 1534-PD					
3/4 Ton Ext Cab/Chassis, 4x4	1.000	25,361.2400	EA	25,361.24	07/21/2014
Spec 1540-4-Fire					
1 Ton Reg Cab/Chassis, 4x4	1.000	31,738.0600	EA	31,738.06	07/21/2014
Spec 1541-Fire					
				Total Order	

Terms NET 30 131,767.02

This purchase order encumbers funds in the amount of \$131,767 awarded to Sam Pack's Five Star Ford of Carrollton, Texas on February 13, 2014. The following is incorporated into and made part of this purchase order by reference: Quotation dated January 13, 2014 from Sam Pack's Five Star Ford of Carrollton, Texas and Texas Smartbuy Contract 071-072-AT 2014. Resolution# _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary

**City of Lubbock, TX
Fleet Services
Bid Tabulation
February 13, 2014**

Various Light Duty Trucks

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended
1	3	EA	3/4 Ton, Extended Cab, Short Bed, 4x2, Spec 1534-PD Sam Pack's Five Star Ford Caldwell Country Chevrolet	1534-PD Carrollton, TX Caldwell, TX	24,889 28,303	\$ 74,668 84,909
2	1	EA	3/4 Ton, Cab/Chassis, Ext Cab, 4x4 with Utility Body, Spec 1540-4-Fire Sam Pack's Five Star Ford Caldwell Country Chevrolet	Carrollton, TX Caldwell, TX	25,361 29,338	25,361 29,338
3	1	EA	One Ton Cab/Chassis, Reg Cab, DRW, Diesel, 4x4 with Flat Bed, Spec 1541-Fire Sam Pack's Five Star Ford Caldwell Country Chevrolet	Carrollton, TX Caldwell, TX	31,738 35,673	31,738 35,673
			Overall Total Sam Pack's Five Star Ford Caldwell Country Chevrolet	Carrollton, TX Caldwell, TX		\$ 131,767 149,920

Light Duty Vehicles– Light Duty Trucks for Police and Fire



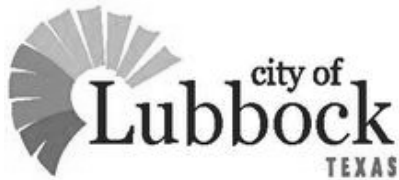
Item 1:



Item 2:



Item 3:



Regular City Council Meeting

6. 3.

Meeting Date: 02/13/2014

Information

Agenda Item

Resolution - Library: Consider a resolution authorizing the Mayor to execute a lease agreement between the City of Lubbock and Luskey Brothers Investments for real property located at 5034 Frankford Avenue for the Godeke Library.

Item Summary

As stated above.

Fiscal Impact

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - Godeke Library Lease Agreement

Commercial Lease - Godeke

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 Lease Agreement by and between the City of Lubbock and Luskey Brothers Investments for real property located at 5034 Frankford Avenue, and related documents. Said Lease Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

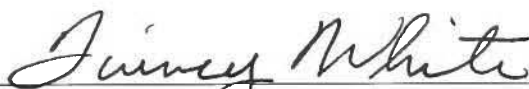
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Quincy White, Assistant City Manager

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Lease Agrmt-Lusky Brothers
February 4, 2014



**TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL LEASE**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED
©Texas Association of REALTORS®, Inc. 2010

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8.	Insurance	5	<input checked="" type="checkbox"/>	Exhibit <u>A1</u> - SPECIAL PROVISIONS	
9.	Use and Hours	6	<input type="checkbox"/>	Exhibit _____	
10.	Legal Compliance	6	<input type="checkbox"/>	Commercial Lease Addendum for Broker's Fee (TAR-2102)	
11.	Signs	7	<input type="checkbox"/>	Commercial Lease Addendum for Expense Reimbursement (TAR-2103)	
12.	Access By Landlord	7	<input type="checkbox"/>	Commercial Lease Addendum for Extension Option (TAR-2104)	
13.	Move-In Condition	7	<input type="checkbox"/>	Commercial Lease Addendum for Percentage Rent (TAR-2106)	
14.	Move-Out Condition	7	<input type="checkbox"/>	Commercial Lease Addendum for Parking (TAR-2107)	
15.	Maintenance and Repairs	8	<input type="checkbox"/>	Commercial Landlord's Rules and Regulations (TAR-2108)	
	A. Cleaning		<input type="checkbox"/>	Commercial Lease Guaranty (TAR-2109)	
	B. Conditions Caused by a Party		<input type="checkbox"/>	Commercial Lease Addendum for Right of First Refusal (TAR-2105)	
	C. Repair & Maintenance Responsibility		<input type="checkbox"/>	Commercial Lease Addendum for Optional Space (TAR-2110)	
	D. Repair Persons		<input type="checkbox"/>	Commercial Lease Addendum for Construction (TAR-2111) or (TAR-2112)	
	E. HVAC Service Contract		<input type="checkbox"/>	Commercial Lease Addendum for Contingencies (TAR-2119)	
	F. Common Areas		<input checked="" type="checkbox"/>	Additional Signature Page	
	G. Notice of Repairs		<input type="checkbox"/>	_____	
	H. Failure to Repair		<input type="checkbox"/>	Information About Brokerage Services	
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(TAR-2101) 1-26-10

Initialed for Identification by Landlord: ✓ , _____, and Tenant: _____, _____

Page 1 of 15

Lake Ransom Canyon, Inc #1 Ransom Road Ransom Canyon, TX 79366

Phone: 806.793.0703

Fax: 806.589.0199

Jack Chapman

Lusky's

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com



TEXAS ASSOCIATION OF REALTORS®

COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED
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1. PARTIES: The parties to this lease are:

Landlord: Luskey Brothers Investments ; and

Tenant: City of Lubbock

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

(1) Multiple-Tenant Property: Suite or Unit Number containing approximately square feet of rentable area in (project name) at (address) in (city), (county), Texas, which is legally described on attached Exhibit or as follows:

(2) Single-Tenant Property: The real property at: 5034 Frankford Ave (address) in Lubbock (city), Lubbock (county), Texas, which is legally described on attached Exhibit or as follows: Tract A, Luskey Addition to the City of Lubbock

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
(2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area [X] will [] will not be adjusted if re-measured.

3. TERM:

A. Term: The term of this lease is 66 months and 0 days, commencing on March 1, 2014 (Commencement Date) and ending on August 31, 2019 (Expiration Date).

(TAR-2101) 1-26-10

Initialed for Identification by Landlord: [Signature], and Tenant: _____

Page 2 of 15

- B. ~~Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.~~
- C. Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

- A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
09/01/2014	08/31/2016	6,315.00 /rsf / month	75,780.00 /rsf / year	6.00
09/01/2016	08/31/2019	9,472.50 /rsf / month	113,670.00 /rsf / year	9.00
		/rsf / month	/rsf / year	
		/rsf / month	/rsf / year	
		/rsf / month	/rsf / year	

- B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord all other amounts, as provided by the attached (Check all that apply.):

- (1) Commercial Lease Addendum for Expense Reimbursement (TAR-2103)
- (2) Commercial Lease Addendum for Percentage Rent (TAR-2106)
- (3) Commercial Lease Addendum for Parking (TAR-2107)
- (4) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

- C. First Full Month's Rent: The first full monthly rent is due on or before September 1, 2014

- D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

- E. Place of Payment: Tenant will remit all amounts due Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: Luskey Brothers Investments
 Address: 2601 N. Main St, Fort Worth, TX 76164-7143

- F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.
- G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.
- H. Returned Checks: Tenant will pay \$ 25.00 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. SECURITY DEPOSIT:

- A. Upon execution of this lease, Tenant will pay \$ NO SECURITY DEPOSIT to Landlord as a security deposit.
- B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.
- C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. TAXES: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

7. UTILITIES:

- A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. *(Check all that apply.)*

	<u>N/A</u>	<u>Landlord</u>	<u>Tenant</u>
(1) Water	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Trash	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(10) All other utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

- C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.
- D. **After-Hours HVAC Charges:** "HVAC services" means heating, ventilating, and air conditioning of the leased premises. (Check one box only.)
- (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.
- (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ _____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.
- (3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

- A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
- (1) public liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: (check only (a) or (b) below)
- (a) \$1,000,000; or
- (b) \$2,000,000.
- If neither box is checked the minimum amount will be \$1,000,000.
- (2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and
- (3) business interruption insurance sufficient to pay 12 months of rent payments;
- B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.
- C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:
- (1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
- (2) exercise Landlord's remedies under Paragraph 20.
- D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.
- E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

- A. Tenant may use the leased premises for the following purpose and no other: Public Library
- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (specify hours, days of week, and if inclusive or exclusive of weekends and holidays): A minimum of 4 Days per week

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
 - (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7) _____
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.

(TAR-2101) 1-26-10 Initialed for Identification by Landlord: L-7, _____, and Tenant: _____, _____ Page 6 of 15

- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs that were placed on the Property or leased premises by or at the request of Tenant. Any signs that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 60 days of this lease, Landlord may place a "For Lease" or similarly worded sign in the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. Landlord Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, roof, and other structural components....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Glass and windows.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Fire protection equipment and fire sprinkler systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Exterior & overhead doors, including closure devices, molding, locks, and hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Grounds maintenance, including landscaping and irrigation systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Interior doors, including closure devices, frames, molding, locks, and hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Parking areas and walks.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Plumbing systems, drainage systems and sump pumps	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) Electrical systems, mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) Ballast and lamp replacement	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(11) Heating, Ventilation and Air Conditioning (HVAC) systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(12) Signs and lighting:			
(a) Pylon.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Facia.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Monument.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Door/Suite.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Other:.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(13) Extermination and pest control, excluding wood-destroying insects	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(14) Fences and Gates	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(15) Storage yards and storage buildings.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(16) Wood-destroying insect treatment and repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(17) Cranes and related systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(18) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(19) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(20) All other items and systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.
- E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(11), Tenant is is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.

- F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.
17. **LIENS**: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.
18. **LIABILITY**: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:
- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;
- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. ~~INDEMNITY: Each party will indemnify and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.~~

20. **DEFAULT:**

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
 - (1) any lost rent;
 - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
 - (3) repairs to the leased premises for use beyond normal wear and tear;
 - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
 - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
 - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property;
 - (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. **ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:** Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. **HOLDOVER:** If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. ~~LANDLORD'S LIEN AND SECURITY INTEREST:~~ ~~To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.~~

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

- A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
 - (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES & FINANCIAL INFORMATION:

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.
- ~~B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.~~

28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except: None Known

C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

A. The brokers to this lease are:

<u>McDougal REALTORS</u>	<u>NONE</u>
Principal Broker	Cooperating Broker
License No. _____	License No. _____
<u>Jack Chapman, SIOR CCIM</u>	
Agent	Agent
_____	_____
<u>5001 West Loop 289</u>	
Address	Address
_____	_____
<u>Lubbock, TX 79414</u>	
_____	_____
<u>(806) 793-0703</u>	<u>(806) 589-0199</u>
Phone	Fax
_____	_____
<u>jack.chapman@mcDougal.com</u>	
E-Mail	E-Mail
_____	_____
License No. _____	License No. _____

Principal Broker: *(Check only one box)* Cooperating Broker represents Tenant.

represents Landlord only.

represents Tenant only.

is an intermediary between Landlord and Tenant.

B. Fees:

- (1) Principal Broker's fee will be paid according to: *(Check only one box)*.
 - (a) a separate written commission agreement between Principal Broker and:
 - Landlord Tenant.
 - (b) the attached Addendum for Broker's Fee.
- (2) Cooperating Broker's fee will be paid according to: *(Check only one box)*.
 - (a) a separate written commission agreement between Cooperating Broker and:
 - Principal Broker Landlord Tenant.
 - (b) the attached Addendum for Broker's Fee.

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Landlord at: Luskey Brothers Investments

Address: 2601 N. Main, Fort Worth, TX 76164-7143

Phone: (817) 946-4553 Fax: _____

and a copy to: _____

Address: _____

Phone: _____ Fax: _____

Landlord also consents to receive notices by e-mail at: alan@luskeys.com

Tenant at the leased premises,
and a copy to: _____

Address: _____

Phone: _____ Fax: _____

Tenant also consents to receive notices by e-mail at: dbooher@mylubbock.us

35. SPECIAL PROVISIONS:

The Tenant shall be granted occupancy of the Leased premises on March 1, 2014 for remodeling purposes at Tenants expense.

The Quoted Lease rates are a NET Figure, Operating cost of Ad Valorem Taxes, Property Insurance premiums and Common Area Maintenance Cost are to be added to the Base Lease amounts.

Tenant shall be granted an Option to Purchase the Leased Premises at the 6th month of year 5 of the Lease Agreement. With a Written Notice no later than 120 Days prior to the end of the Lease. Tenant shall present a written offer of purchase to Landlord. If said offer is not acceptable to Landlord, Landlord shall commission a Appraiser from 3 names submitted by both Tenant and Landlord. Appraisal fees shall be split by both parties. Should the appraised price not be acceptable to either party and an agreed upon price cannot be reached, this Option to Purchase shall become null and void, and an option to extend the Lease term for 3 years at a base rate of \$10.00 PSF will be offered to Tenant. Tenant must notify Landlord within 60 days before lease termination of the acceptance of the Lease Extension.

SEE ATTACHED ADDENDUM A1, FOR ADDITIONAL PARA. #35 Special Provisions and Revised Paragraph #19

36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.
- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.
- G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.

5034 Frankford Ave

Commercial Lease concerning: Lubbock, 79424

H. Force Majeure: If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.

I. Time: Time is of the essence. The parties require strict compliance with the times for performance.


Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: Luskey Brothers Investments

Tenant: City of Lubbock

By: Alvin Luskey


By: Glen Robertson

By (signature): 
Printed Name: Alvin Luskey
Title: Manager

By (signature): _____
Printed Name: Glen Robertson
Title: Mayor

By: _____

By: SEE Attached addendum for

By (signature): 
Printed Name: _____
Title: _____

By (signature): _____
Printed Name: Additional Signatures
Title: required.



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL LEASE ADDENDUM FOR EXPENSE REIMBURSEMENT

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 5034 Frankford Ave, Lubbock, 79424

In addition to rent stated in the lease, Tenant will pay Landlord the additional rent described in this addendum. Tenant will pay the additional rent each month at the time the base-monthly rent in the lease is due.

A. Definitions:

- (1) "Tenant's pro rata share" is 100.000 %.
- (2) "CAM" means all of Landlord's expenses reasonably incurred to maintain, repair, operate, manage, and secure the Property (for example, security, lighting, painting, cleaning, decorations, utilities, trash removal, pest control, promotional expenses, and other expenses reasonably related the Property's operations); CAM does not include capital expenditures, interest, depreciation, tenant improvements, insurance, taxes, or brokers' leasing fees. Notwithstanding the foregoing, CAM does include the amortized costs incurred by Landlord in making capital improvements or other modifications to the Property to the extent such improvements or modifications reduce CAM overall. These costs will be amortized over the useful life of the improvement or modification on a straight-line basis; however, in no event will the charge for such amortization included in CAM exceed the actual reduction in CAM achieved by the improvements and modifications.
- (3) "Insurance" means Landlord's costs to insure the leased premises and the Property including but not limited to insurance for casualty loss, general liability, and reasonable rent loss.
- (4) "Taxes" means the real property ad valorem taxes assessed against the leased premises and Property inclusive of all general and special assessments and surcharges.
- (5) "Structural" means all of Landlord's expenses reasonably incurred to maintain, repair, and replace the roof, foundation, exterior walls, load bearing walls and other structural components of the Property.

B. Method: The additional rent will be calculated under the following method:

Note: "CAM" does not include taxes and insurance costs.

- (1) Base-year expenses: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed the amount of the monthly base-year expenses for the calendar year _____ for: taxes; insurance; CAM; structural; and _____.
- (2) Expense-stop: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed \$ _____ per square foot per year for: taxes; insurance; CAM; structural; and _____.
- (3) Net: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property for: taxes; insurance; CAM; structural; and _____.

C. Projected Monthly Expenses: On or about December 31 of each calendar year, Landlord will project the applicable monthly expenses (those that Tenant is to pay under this addendum) for the following calendar year and will notify Tenant of the projected expenses. The projected expenses are based on Landlord's estimates of such expenses. The actual expenses may vary.

(TAR-2103) 1-26-10 Initialed for Identification by Landlord: [Signature], _____, and Tenant: _____, _____

Page 1 of 2

Lake Ransom Canyon, Inc #1 Ransom Road Ransom Canyon, TX 79366
 Phone: 806 793 0703 Fax: 806 589 0199 Jack Chapman

Lusky's

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Notice: The applicable projected expenses at the time which the above-referenced lease commences are shown in the table below. The total area of the Property presently used by Landlord for calculating expense reimbursements is 12,630 rentable square feet (including any add on factor for common areas).

Projected Expenses	
\$ Monthly Rate	\$ Annual Rate
0.21 / rsf / month	2.52 / rsf / year

D. **Reconciliation:** Within a reasonable time after the end of each calendar year, Landlord will notify Tenant of the actual costs of the applicable expenses (those that Tenant is to pay under this addendum) for the previous year. If the actual costs of the applicable expenses exceed the amounts paid or owed by Tenant for the previous year, Tenant must pay the deficient amount to Landlord within 30 days after Landlord notifies Tenant of the deficient amount. If the actual costs of the applicable expenses are less than the amounts paid by Tenant for the previous year, Landlord will refund the excess to Tenant or will credit the excess to Tenant's next rent payment. Tenant may audit or examine those items in Landlord's records that relate to Tenant's obligations under this addendum. Landlord will promptly refund to Tenant any overpayment revealed by an audit or examination. If the audit or examination reveals an error of more than 5% over the amounts Landlord collected in a calendar year from Tenant under this addendum, Landlord will pay the reasonable cost of the audit or examination. Landlord may not seek a deficiency from Tenant under this paragraph if Landlord fails to timely provide the required notice.

E. **Special Provisions:**

Landlord: Luskey Brothers Investments

Tenant: City of Lubbock

By: Alvin Luskey

By: Glen Robertson

By (signature): 
 Printed Name: Alvin Luskey
 Title: Manager

By (signature): _____
 Printed Name: Glen Robertson
 Title: Mayor

By: _____

By: SEE Attached addendum for

By (signature): _____
 Printed Name: _____
 Title: _____

By (signature): _____
 Printed Name: Additional Signatures
 Title: required.

WITNESS the execution hereof this ____ day of _____, 20__.

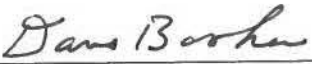
THE CITY OF LUBBOCK, TEXAS

By: _____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

APPROVED AS TO CONTENT:



Quincy White, Assistant City Manager

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

Res.Lusky's 1.31.14

City of Lubbock, Texas
Contract & Procurement Related Agenda Items

The City Council has statutory obligations when awarding contracts and contract amendments. The following is provided to assist elected officials when considering contract and procurement related agenda items:

- There exists the general concept that the taxpaying public should receive the best price possible for purchases in the interest of the public good, and that the government should maximize, to the fullest extent practicable, the purchasing value of public funds. McQuillin Municipal Corporations, 3rd Ed.
- During the period between offer submission date and the contract award, offerors, including their agents and representatives, may not discuss or promote their offer with any member of the Lubbock City Council or City staff except upon the request of the Purchasing Department in the course of city-sponsored inquiries, briefings, interviews, or presentations. The provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. The policy is intended to place all offerors upon the same plane of equality, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. *Sterrett v. Bell*, 240 S.W.2d 516, 520 (Tex. Civ. App. – Dallas 1951, no writ)
- Elected officials and employees are prohibited from participating in the profits of a City contract or having an interest in a sale to the City. §1, Art. IX, Sec. 4, City Charter
- Bids from bidders who reside in states that grant resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder. §2252.002, Texas Govt Code
- Architectural, engineering, and land surveying service providers are prohibited from submitting bids or cost proposals. The City selects the most highly qualified provider of services based on demonstrated competence and qualifications through a Request for Qualifications process; and then attempts to negotiate with that provider a contract at a fair and reasonable price. §2254.004, Texas Govt Code
- The total contract price caused by change orders may not increase more than 25%, and the total price may not be decreased by more than 25% without the consent of the contractor. §252.048, Texas Local Govt Code
- Proposals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. §252.049, Texas Local Govt Code
- Participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids. §271.102, Texas Local Govt Code
- If the City receives two or more low bids that are identical, the selection of the winner is made by the casting of lots. If only one of the bidders submitting identical bids is a resident of the City, that bidder will receive the award. §271.901, Texas Local Govt Code
- If the City receives a bid for personal property not affixed to real property, or services, from a resident bidder whose principal place of business is within Lubbock city limits and whose bid is within 5% of the lowest bid received from a bidder whose principal place of business is not within Lubbock city limits, the City may enter into a contract for an expenditure of less than \$100,000 with the lowest bidder or the resident bidder if Council determines that the resident bidder offers the City the best combination of contract price and additional economic development opportunities for the City. §271.9051, Texas Local Govt Code
- If there is a conflict between the City's policies and procedures and a state law, or a rule adopted under a state law, the stricter of the two provisions prevails.

Ethics - The City subscribes to National Institute of Governmental Purchasing Code of Ethics. City Charter, Ch. 1, Art. IX, prohibits City Council members, officers, or employees, from having an interest in profits/emoluments of a contract, job, work, or service to the City.

Purchasing Thresholds - Methods for procurement vary depending upon the nature of the procurement, the dollar amount, and the type of vendor will be used. Flexibility in making small buys within a particular dollar range is allowed for efficiency purposes and minimal paperwork. Intermediate ranges in between the smallest procurements (micro purchases) to publicly announced

procurements (large purchases) usually allow limited competition and abbreviated paperwork to promote efficiency. Large procurements are publicly announced and vendors are required to respond with written and signed proposals/bids. Tex. Local Govt. Code (LGC) §271.102 and 103 waive the requirement for quotes or bids/proposals if an opportunity to piggy-back another governmental entity's competitive bid is available.

Goods and Services	Approval Authority	Procurement Method	Legal Authority
Up to \$500	Using department	No quotes required	City Procurement Policy
\$501 – 2,500	Using department	Verbal quotes/proposals, electronic bids	City Procurement Policy
\$2,501 – 50,000	City Manager	Written quotes/proposals, electronic bids	LGC §252.0215
More than \$50,000	City Council	Written bids/proposals, electronic bids	LGC §252.021, 024, 041, 0415, 042, 043,
Professional Services			
Up to \$50,000	City Manager	Written proposals	GC §2254.003
More than \$50,000	City Council	Written proposals	GC §2254.003
Architectural/Engineering Services			
Up to \$50,000	City Manager	Rotation list	GC §2254.004
More than \$50,000	City Council	Statement of qualifications	GC §2254.004
Construction			
Up to \$50,000	City Manager	Written quotes/proposals	LGC §252.0215
More than \$50,000	City Council	Written quotes/proposals	LGC §252.021, 0215, 043, 0435
Emergencies			
Up to \$50,000	City Manager	Verbal or written quotes	City Procurement Policy
More than \$50,000	City Council	Verbal or written quotes	LGC §252.022
Interlocal/Real Property			
Any amount	City Council	Negotiated	LGC §252.022, 050 and §272
Change Orders/Amendments			
Up to \$50,000	City Manager	Negotiated	LGC §252.048
More than \$50,000	City Council	Negotiated	LGC §252.048

Public Notice - For contracts involving an expenditure greater than \$50,000, LGC §252 requires the City to publish bid notices in a local newspaper once a week for two consecutive weeks. The date of the first publication is before the 14th day before the date set to open the bid. Bids are posted on the Internet, and potential bidders contacted via E-mail.

Public Works Construction – Pursuant to LGC §271, the City uses the following delivery methods for construction of public works:

- Competitive bidding
- Competitive sealed proposals
- Design-build
- Construction manager
- Job order contract

Tex. Govt. Code (GC) §2253.021 and LGC §2267 require payment bonds for public works contracts more than \$50,000 and performance bonds for public works contracts more than \$100,000. The City requires a 5% bid bond for public works contracts.

Bidders are required to comply with GC §2258 with respect to payment of prevailing wage rates.

The City may contract with a developer of a subdivision or land for the developer to construct public improvements, excluding a building, provided the City's participation in the cost does not exceed 30%. LGC §212.072

Professional Services - Professional services require specialized skill, training and expertise, use of professional judgment/discretion, and/or a high degree of creativity, and often involve a relationship of personal trust and confidence, and different procurement processes are available, as such.

Generally, the competitive sealed proposal procedure is used to solicit proposals, including price, and to procure professional services.

GC §2254.004 requires that the City use a two-step procedure for procuring architectural, engineering, or surveying services. The most highly qualified provider is first selected on the basis of competence and qualifications, excluding price, and then

a contract with the selected provider is negotiated at a fair and reasonable price.

Emergency Purchases - An emergency purchase more than \$25,000 that results from the occurrence of a natural disaster, public calamity, or that might lead to impairment of the health, safety or welfare of the public if not immediately addressed is authorized by the City Manager and ratified by City Council. LGC §252.022(a)(2)

Sole Source Purchases - Sole source purchases are made when functional requirements of the City can only be satisfied by only one source involving patents, copyrights, secret processes or natural monopolies. LGC §252.022(a)(7)(A)

Local Preference - If the City receives a bid less than \$100,000 from a local bidder whose bid is within 5% of the lowest bid received from a non-local bidder, LGC §271.9051 allows the City to contract with the lowest bidder, or the local bidder if Council determines that the local bidder offers the City the best combination of contract price and additional economic development opportunities.

GC §2252.002 requires that bids from bidders who reside in states that grant a resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder.

Consideration and Award of Bid or Proposal Requests

From *2008 Texas Municipal Procurement Laws Made Easy*, Texas Attorney General

Can a city adopt additional criteria regarding the qualifications of potential bidders?

Prior to 2001, a city could adopt additional criteria regarding the qualifications of bidders only if such criteria had a definite, objective relationship to matters of quality and competence. For example, prior rulings have allowed a city to consider such criteria as a bidder's experience, manpower, equipment, financial resources, business judgment, ability, efficiency, reliability, reputation, facilities, capacity to perform the work required, and likely supervisory requirements. A city may even consider the bidder's performance on similar contracts and the quality of the goods and services provided.

However, the city must be able to relate the criteria to matters of quality and competence of that specific bidder. For example, the Attorney General concluded that a school district could not adopt policies that judge a bidder based on the bidder's participation in voluntary school programs, the amount of local salaries, wages and taxes paid by the bidder, or the number of local jobs created by the bidder, etc. These criteria did not involve the quality or competence of the work the bidder would perform.

Legislation in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

If no such additional criteria are spelled out in the bid specifications, state law only allows the city to award the contract to the lowest responsible bidder if using competitive bidding.

Can the city take into account the safety record of the bidder in making the award?

When awarding a contract using traditional competitive bidding, the city may only consider a bidder's safety record in regards to the bidder's "responsiveness" if notice has been given that such a criteria is relevant. Specifically, the governing body must have adopted a written definition and criteria for assessing the bidder's safety record, and must have given notice in the bid specifications that the safety record will be considered. Of course, any decision that the city makes must not be arbitrary or capricious.

What options does a city have if the lowest bidder has a prior history of poor performance?

Prior to 2001, a city arguably had two options when faced with a low bidder who had a prior history of poor performance. First, Chapter 252 states that a city may choose to reject any or all of the bids. If all of the bids are rejected, the city can start the bidding process over. This is probably the safest method to use

if the city has not made it clear in the bid specifications that a bidder's prior performance on similar contracts would be a factor in awarding the bid. The city then has an opportunity to include such a requirement in its subsequent bid specifications. Second, some legal analysts argued that a city could individually reject a low bidder who has a poor work history. This theory is based on the argument that the low bidder with such a history would not be considered a "responsible" bidder due to the prior history of poor performance.

Legislation passed in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

Again, the best practice is to clearly indicate in the city's specifications that a bidder's prior performance on similar contracts may be considered in evaluating the bids.

What options does the city have if the city receives no bids in response to a request?

If competitive bids or proposals are required by Chapter 252 of the Local Government Code, there is no exception which would allow the city to avoid the statutory requirements due to a lack of bids. If a city receives no response to a request, the city must either re-advertise or decide not to undertake the contract.

What options does the city have if the city receives only one bid or proposal in response to a bid request?

If a city receives only one bid or proposal in response to its request, the city may accept the bid or proposal received, reject the bid or proposal and re-advertise, or reject the bid or proposal and decide not to undertake the project.

May competitive bids be rejected by a city staff member or must the city council decide which bids to reject?

State law provides that the governing body of the city may reject any and all bids. There is no provision that would allow the delegation of this decision to city staff. However, in certain cities the city staff will open the bids and provide a recommendation to the city council on whether the bid is responsive to the bid request and whether it should be accepted as the lowest responsible bid.

What is the general procedure for awarding a contract pursuant to competitive bidding?

First, bids must be publicly opened and the bid amounts read aloud at the time and place specified in the bid notice. The city council must then award the contract to the lowest responsible bidder or (if previously

noticed) the bidder that provides that best value to the city. In the alternative, the city may reject all bids. Once a bid has been opened, it may not be changed to correct minor errors in the bid price. However, under certain circumstances, a bidder may be able to withdraw a bid if it contains a substantial mistake that would cause a great hardship if enforced against the bidder.

What is the general procedure for awarding a contract pursuant to competitive sealed proposals?

If a city decides to use the competitive proposal procedures, it must first give notice of the request for proposals in the same manner as required for competitive bids. Generally, this means that the city must publish at least two newspaper notices of the time and place at which the proposals will be opened. These notices must be published at least once a week for two consecutive weeks, and the first notice must be published more than 14 days before the date set for opening the proposals. Requests for proposals must also solicit quotations and specify the relative importance of price and other evaluation factors.

Once proposals have been submitted, the city may conduct discussions with the offeror or offerors whom the city determines to be reasonably qualified for the award of the contract. Such discussions must comply with the request for proposals and with the regulations set by the city council. To obtain the best offers, the city may allow the submission of revisions after proposals are submitted and before the award of the contract. All offerors must be treated fairly and equally with respect to any opportunity for discussion and revision of the proposals.

In the end, the contract must be awarded to the offeror whose proposal is determined to be the most advantageous to the city. The city is to determine which proposal is the most advantageous based on the relative importance of price and the other evaluation factors included in the request for proposals.

Is information contained in a bid or proposal confidential under the Public Information Act?

Section 552.104 of the Government Code provides as follows:

- (a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder.
- (b) The requirement of Section 552.022 that a category of information listed under Section 552.022(a) is public information and not excepted from required disclosure under this chapter unless expressly confidential under law does not apply to information that is excepted from required disclosure under this section.

The purpose of section 552.104(a) is to protect the interests of a governmental body in situations such as competitive bidding and requests for proposals, where the governmental body may wish to withhold information in order to obtain more favorable offers. Significantly, it is not designed to protect the interests of private parties that submit information such as bids and proposals to governmental bodies. Because section 552.104(a) protects only the interests of governmental bodies, it is an exception that a governmental body may waive by, for example, disclosing the information to the public or failing to raise the exception within the ten-day deadline.

Generally, section 552.104(a) protects information from public disclosure if the governmental body demonstrates potential harm to its interests in a particular competitive situation. A general allegation of a remote possibility of harm is not sufficient to invoke section 552.104(a). Section 552.104(a) is frequently raised to protect information submitted to a governmental body in response to a competitive bidding notice or request for proposals. In this context, the protection of section 552.104(a) is temporal in nature. Generally, section 552.104(a) does not except bids from public disclosure after bidding is completed and the contract has been executed. However, bids may continue to be withheld from public disclosure during the period in which the governmental body seeks to clarify bids and bidders remain at liberty to furnish additional information. Section 552.104(a) does not apply when a single individual or entity is seeking a contract as there are no "competitors" for that contract. Note that even when section 552.104(a) does not

protect bids from required public disclosure, section 552.110 will require the governmental body to withhold any portions of those bids that contain trade secrets or other commercial or financial information that is made confidential by law.

In addition to protecting the actual bid proposals, section 552.104(a) may protect information related to the bidding process that is not part of a bid. Although early decisions of the attorney general concluded that section 552.104(a) does not protect the interests of governmental bodies when they engage in competition with private entities in the marketplace, this line of opinions has been reexamined. In Open Records Decision No. 593 (1991), the attorney general concluded that a governmental body may claim section 552.104(a) to withhold information to maintain its competitive advantage in the marketplace if the governmental body can demonstrate: (1) that it has specific marketplace interests and (2) the possibility of specific harm to these marketplace interests from the release of the requested information. A governmental body that demonstrates that section 552.104 applies to information may withhold that information even if it falls within one of the categories of information listed in section 552.022(a).

Is information within a bid request concerning historically underutilized businesses confidential?

In 1997, the Texas Legislature amended the Public Information Act to make confidential certain information about disadvantaged or historically underutilized businesses. General information about these businesses is confidential if it is submitted to a governmental body in connection with an application for certification as a historically underutilized or disadvantaged business. With two exceptions, this information may be disclosed only with the express written consent of the applicant or the applicant's agent.

Without such consent, this information may be disclosed to a state or local governmental entity for one of the following two purposes: (1) to verify an applicant's status as a historically underutilized or disadvantaged business; or (2) to conduct a study of public purchasing programs established under state law for historically underutilized or disadvantaged businesses.

It is important to note that this new law protects only the information submitted with an application for certification as a historically underutilized or disadvantaged business. The business's actual bid is subject to the same rules of disclosure as any other bid. Additionally, information submitted in connection with a specific proposed contractual relationship or within an application to be placed on a bidders' list would be accessible under usual open records provisions. Thus, this information may be accessible even though it involves data that would be confidential if it were contained in the entity's application for certification as a historically underutilized or disadvantaged business.

Must bidders be allowed to speak at a city council meeting to explain or defend their bids?

A bidder does not have any special right to speak at an open meeting of the city council. The Texas Attorney General has concluded that the Open Meetings Act does not give members of the public a right to speak at an open meeting. Further, if the city chooses to allow members of the public to speak at a council meeting, the council may make reasonable rules regulating the number of speakers on a particular subject and the length of each presentation. However, the city council should not discriminate between one speaker and another, and the rules should be applied equally to all members of the public. The only situation in which the city council may be required to allow members of the public to speak would be if state law requires a public hearing on an issue or if state law requires that public comment be allowed on a particular subject.

However, there is no such public hearing or comment requirement that is applicable to competitive bidding issues.