City of Lubbock, Texas
Regular City Council Meeting
Thursday, August 28, 2014

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

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

http://www.mylubbock.us

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

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

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

2:30 p.m. -- City Council convenes in open session, and recesses into executive session to consider items 1.-1.3.

5:15 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 Texas Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.

1. 1. 1. Public participation at City Council meetings.

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

1. 2. 1. City Attorney

1. 2. 2. City Manager

1. 2. 3. City Secretary

1. 3. Hold an executive session in accordance with Texas Government Code, Section 551.074, to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Canadian River Municipal Water Authority, Permit & License Appeal Board, Water Board of Appeals, and Zoning Board of Adjustment.

2. **Proclamations and Presentations**

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

2. 2. Pledges of Allegiance

2. 3. Presentation of a special recognition celebrating 40 years of the Community Development Block Grant.

2. 4. **Board Recognitions:**

Audit & Investment Committee:
Mark Bass
Terisa Clark

Building Board of Appeals:
Casey Doyle
Dickie Hudgens
Roy Jones

Civic Lubbock, Inc. Board of Directors:
Ted Dotts

Lubbock Water Advisory Commission:
Carmon McCain

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. July 24, 2014 Regular City Council Meeting
July 31, 2014 Special City Council Meeting (Budget)

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

5. 1. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 37 amending the FY 2013-14 budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of Transportation (TXDOT) for the Selective Traffic Enforcement Program (STEP) - Comprehensive Speed/DWI Grant; accept and appropriate funding from the Texas Department of State Health Services (DSHS) for the Immunization Branch - Locals (Immunization) Grant, the Regional and Local Services Section/Local Public Health System (RLSS/LPHS) Grant, the Syphilis Elimination Texas - Lubbock County (STD) Grant, and the Public Health Emergency Preparedness Services (PHEP) Grant; accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) Grant; providing for filing; and providing for a savings clause.

5. 2. **Ordinance 1st Reading - Finance:** Consider a Supplemental Ordinance supplementing Ordinance No. 2007-00058, 2008-O0079, 2009-O0090, 2010-O0075, 2011-O0082, 2012-O0104, and 2013-O0091 pursuant to which Assessments were levied on property within Vintage Township Public Improvement District to Provide Public Improvements for the District (First Reading).

5. 3. **Resolution - Finance:** Consider a resolution authorizing the Mayor to execute an Industrial Tax Abatement Agreement with X-Fab Texas, Inc.

5. 4. **Ordinance 2nd Reading – Right-of-Way**: Consider Ordinance 2014-O0105 abandoning and closing an access, underground utility and drainage easement, located in Lots 1-47 and Tract C, Raider Ranch Addition, Lubbock County, Texas.

5. 5. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2014-O0063 abandoning and closing a drainage easement located in Section 38, Block AK, Lubbock County, Texas, Milwaukee and 43rd Street.

5. 6. **Resolution - Right-of-Way**: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Veteran-Purchaser, Roy Lee Clark, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 15, Block JS, Lubbock County, Texas.

5. 7. **Resolution - Right-of-Way**: Consider a resolution authorizing the Mayor to execute a Easement-Use-License Agreement Renewal to Bank of America, National Association, the right and privilege to use a portion of a dedicated utility easement for a covered drive-thru located at 5144 82nd Street.

5. 8. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute lease agreement 11991 between the City of Lubbock and the Federal Aviation Administration (FAA) for office space.

5. 9. **Resolution - Transit:** Consider a resolution authorizing the Mayor to execute contract 11886 with Copy Craft Printers, Inc d/b/a Slate Group, for vinyl wrap printing, installation, and removal, ITB 14-11886-DG.

5. 10. **Resolution - Transit:** Consider a resolution authorizing the Mayor to execute contract 11706 with Michelin North America, Inc. for tire leasing, RFP 14-11706-DG.

5. 11. **Resolution - Transit:** Consider a resolution authorizing the Mayor to execute agreement 12011 with Texas Tech University for campus bus service.

5. 12. **Resolution - Transit:** Consider a resolution authorizing the Mayor to execute contract 12010 with LeFleur Transportation of Texas, Inc. for the Medical Transportation Services (Citibus).

5. 13. **Resolution – Facilities:** Consider a resolution authorizing the Mayor to execute contract 11952 with Matthews Backhoe, Inc. for the demolition of various City of Lubbock owned facilities, ITB 14-11952-TF.

5. 14. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute a lease agreement with P&E Leasing, Inc. of Plainview, TX for a lease of property at 4709 66th St.

5. 15. **Resolution - Facilities:** Consider two resolutions authorizing the Mayor to execute contract 11953 with Kings Consultants Inc., and contract 12000 with Environmental Agency Services, Inc., for Mold Consulting Services, RFP 11953-MA.

5. 16. **Resolution - Facilities**: Consider two resolutions authorizing the Mayor to execute contract 11951 with Kings Consultants Inc, and contract 12002 with Compliance Sampling and Analysis, Inc., for Asbestos Consulting Services, RFP 14-11951-MA.

5. 17. **Resolution - Facilities:** Consider two resolutions authorizing the Mayor to execute contract 11954 with Ron Osborn, Inc. d/b/a Advanced Environmental Services and contract 12001 with West Texas Abatement for asbestos abatement services, ITB 14-11954-MA.

5. 18. **Resolution - Technology and Information**: Consider a resolution authorizing the Mayor to execute Purchase Order 33000530 with Mythics, Inc. for the Oracle Annual License Maintenance and Support Renewal for Enterprise One.

5. 19. **Resolution - Fleet Services**: Consider a resolution authorizing the Mayor to execute a firm fixed price fuel contract 11972 for bulk fuel with Rip Griffin Truck Service Center, Inc., RFP 14-11972-MA.

5. 20. **Resolution - Fleet Services**: Consider a resolution authorizing the Mayor to execute purchase order contract 31020388 with Lubbock Truck Sales for cab and chassis and purchase order contract 31020387 with Texan Waste Equipment d/b/a Heil of Texas for packer bodies, ITB 14-11868-DT.

5. 21. **Resolution - Fire Rescue:** Consider a resolution authorizing the Mayor to execute purchase order 10012242 with DACO Fire Safety Equipment for carbon fiber (SCBA) Cylinders.

5. 22. **Resolution - Fire Rescue:** Consider a resolution authorizing the Mayor to execute a First Responder Agreement 12006 between the Lubbock County Hospital District d/b/a UMC EMS and Lubbock Fire Rescue.

6. **Regular Agenda**

6. 1. **Public Hearing at 5:30 p.m. - Finance:** Hold a public hearing to consider an Ordinance to levy the 2014 assessment for the North Overton Public Improvement District, the boundary of which includes a portion of the area between Fourth Street on the north, Avenue Q to the east, Broadway on the south, and University Avenue to the west.

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

6. 3. **Public Hearing at 5:30 p.m. - Finance:** Hold a public hearing to consider an Ordinance to levy the 2014 assessment for the North Point Public Improvement District, the boundary of which includes the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford.

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

6. 5. **Public Hearing at 5:30 p.m. - Finance:** Hold a public hearing to consider an Ordinance to levy the 2014 assessment for the Quincy Park Public Improvement District, the boundary of which includes the area bounded by portions of 88th and 98th Street on the north, Upland Avenue on the west, 98th Street on the south, and Quincy Avenue on the east.

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

6. 7. **Public Hearing at 5:30 p.m. - Finance:** Hold a public hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 6.01% (percentage by which the proposed tax rate exceeds the effective tax rate calculated under Chapter 26, Tax Code) for a proposed tax rate of 0.52740 per $100 valuation.

6. 8. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 1054-E, a request of The Home Depot to amend the conditions of Ordinance 2005-00033 to allow for an outside display of products on Lot 3B, Caprock Addition, 2615 50th Street, and consider an ordinance.

6. 9. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 1913-D, a request of Zac Garth, for Gene McGuire, for a zoning change from GO to C-2A on Tracts A and B, McGuire Realty Plaza Addition, 2401 West Loop 289, and consider an ordinance.

6. 10. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 1811-F, a request of Wooden Law Firm, P.C., for Verizon Wireless, for a zoning change from C-2 to C-2 Specific Use for a telecommunications tower on the west 40 feet of Lot 16, Iris Gardens Addition, 3311 83rd Street, and consider an ordinance.

6. 11. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 2298-A, a request of Joe Ramirez for a zoning change from R-3 to R-2 on Lots 1 through 4, Johnson Addition, 2102, 2104, 2108, and 2110 Avenue K, and consider an ordinance.

6. 12. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 2712-A, a request of Stone Collision Center, for Jimmy Stone, to amend the conditions of Ordinance 9651 to allow a body shop and all unconditionally permitted C-3 uses on the west 50 feet of Tract A and Tract B, South University Addition, 6701 University Avenue, and consider an ordinance.

6. 13. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 3039-A, a request of Scott Collier, for YWCA, for a zoning change from R-1 to A-2 Specific Use on Lot 1, Swim Club Addition, 6204 Elgin Avenue, and consider an ordinance.

6. 14. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 1786-C, a request of Scott Collier, for JMO Development, LP, for a zoning change from C-2 to C-4 limited to a pawn shop on the north 150 feet of Lot A-1-B-4-B, University Pines Addition, north of 98th Street and west of University Avenue, and consider an ordinance.

6. 15. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 3067-B, a request of Hugo Reed and Associates, Inc., for Egenbacher Real Estate, for a zoning change from C-3 Specific Use to CB-2 Specific Use for a shopping center on Lot 1B-2, Overton Park Addition, 2407 9th Street, and consider an ordinance.

6. 16. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 3096-C, a request of Hugo Reed and Associates, Inc., for Abbey Glen Partners, LLC, for a zoning change from A-2 to GO and R-1 Specific Use to R-1 Specific Use for garden homes on 8 acres of unplatted land out of Block E-2, Section 25, west of Slide Road and north of 114th Street, and consider an ordinance.

6. 17. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 3116-F, a request of Hugo Reed and Associates, Inc., for FP Investors 1, LLC, to amend the conditions of Ordinance 2009-O0038 to allow reduced setbacks on 47.3 acres of unplatted land out of Block AK, Section 4, south of 130th Street, north of 135th Street, east of Norfolk Avenue, and west of Indiana Avenue, and consider an ordinance.

6. 18. **Board Appointments - City Secretary:** Consider six appointments to the Appointments Advisory Board, one appointment to the Canadian River Municipal Water Authority, one appointment to the Civic Lubbock, Inc. Board of Directors, one appointment to the Keep Lubbock Beautiful Advisory Committee, one appointment to the Model Codes & Construction Advisory Board, four appointments to the Permit & License Appeal Board, one appointment to the Water Board of Appeals, and one appointment to the Zoning Board of Adjustment.

6. 19. Discuss and take possible action on the Citizens Advisory Committee recommendations for a bond election.

6. 20. Discussion concerning the Omni Building, located at 1206 14th Street, including the acquisition, purchase, rehabilitation, demolition, feasibility assessment, re-purposing, or other courses of action available to the City respecting the property.

6. 21. **Councilman Floyd Price:** Presentation by the American Heart Association.

7. **Open Citizen Comment**

City of
Lubbock
TEXAS

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Lubbock
TEXAS

BOARD APPOINTMENTS FOR
CITY COUNCIL MEETING, AUGUST 28, 2014 - EXECUTIVE SESSION

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
*	1	CANADIAN RIVER MUNICIPAL WATER AUTHORITY	CONKWRIGHT, JIM	07.31.14	N/A		REPLACE	N/A
*	2	PERMIT & LICENSE APPEAL BOARD	GARCIA, CECILE	09.01.14	N/A	HEALTH PROFESSIONAL	REPLACE	N/A
			HUNTER, LEE	09.01.14	N/A	CITIZEN	REPLACE	N/A
			LOWERY, JEFFERY	09.01.14	N/A	CITIZEN	REPLACE	N/A
			MONTOYA, JACOB	09.01.14	N/A	CITIZEN	REPLACE	N/A
*	3	WATER BOARD OF APPEALS	HODGES, JASON	05.01.16	N/A	LANDSCAPE ARCHITECT	DECLINED/REPLACE	N/A
*	4	ZONING BOARD OF ADJUSTMENT	BURROWS, DUSTIN	02.01.15	N/A	ALTERNATE	RESIGNED/REPLACE	N/A

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

Applicants No Preference

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
01/27/2011	Aguero	Olga	Female	Hispanic or Latino				1
11/04/2010	Arnett	Claire	Female	Anglo	50-59	Education	Covenant School of Nursing	4
06/18/2010	Ashley	Kyle	Male	Anglo	40-49	CEO	Alliance Federal Credit Union	4
01/27/2011	Bass	Byrn	Male	Anglo				6
10/28/2010	Beck	Jim	Male	Anglo	50-59	Professor of Mission	Lubbock Christian University	6
07/01/2003	Bennett	James	Male	Anglo	50-59		Economic Development	4
11/02/2010	Bentley	Donnie	Male	Anglo	60+	Owner	Don Bentley Roofing Co.	3
02/17/2010	Berk	Shirley	Female	Anglo	50-59			6
02/02/2010	Berry	Timothy	Male	Anglo	40-49	Paramedic	UMC Lubbock EMS	5
03/24/2010	Berryhill	Korbi	Female	Anglo		RN Instructor	South Plains College, Reese	5
11/01/2010	Beversdorf	Cynthia	Female	Anglo	40-49			5
10/27/2010	Beversdorf	Fredrick	Male	Anglo	50-59	Senior Training Instructor	Atmos Energy	5
10/28/2010	Billings	Toby	Male	Anglo	30-39	Custodial Staff	Broadway Church of Christ	1
10/28/2010	Bosscher	Karen	Female	Anglo	50-59	Business Manager	Hemmo A. Bosscher, MD.	4
10/26/2010	Bryant	Gary	Male	African-American	40-49	House Manager	Lubbock Faith Center	2
03/05/2013	Castro	Joel	Male	Hispanic or Latino	50-59	Associate Superintendent	LISD	3
10/28/2010	Clayton	Letitia	Female	Anglo	40-49	Orthopedic Tech	Dr. Kenneth Stephenson	5
07/06/2009	Coppola	Martin	Male	Anglo	40-49	Associate Professor & Program Director	Texas Tech HSC	5
10/25/2010	Craig	Karl	Male	Anglo	60+			5
07/22/2004	Craig	Mickey	Male	Anglo	60+		Retired	2
07/01/2010	Davenport	Cory	Male	Anglo		Graduate Student	Texas Tech University	6
11/15/2010	Dingle	Darnell	Female	Anglo	60+			5
01/14/2010	Dulin	Jim	Male	Anglo	60+	Judge	Lubbock County	4
12/06/2010	Dumas	Seanloui	Male	African-American	18-29	CEO	Unite Clothing	
02/15/2010	Eggenberger	Florence	Female	Anglo	60+			6
11/29/2010	Elliott	John	Male	Anglo	60+	Banking	Southwest Bank	4
01/14/2010	Epps	Mike	Male	Anglo	50-59	CFO	American State Bank	5
11/02/2010	Finley	Kathleen	Female	Anglo	40-49	Captain	Lubbock Co. Sheriff's Office	4
10/27/2010	Ford	Laura	Female	Hispanic or Latino	30-39	Clinic Manager	Lubbock Regional MHMR	1
12/01/2010	Gerlach	Mary	Female	Anglo	40-49			3
10/29/2010	Gifford	Gretchen	Female	Anglo	18-29	Legal Secretary	Buerner, Dennis, & Franklin	4
11/08/2010	Green	Velda	Female	Anglo	50-59	Non-Profit Relations		5
04/19/2010	Griswold	Mary	Female	Anglo	50-59	Activities/Edcuation Director	Redr Frame & Art	4
10/28/2010	Guetersloh	Mary	Female	Anglo	60+		Self-Employed	
03/05/2008	Hamer	Darla	Female	Anglo	40-49	Banker	Peoples Bank	6
01/27/2011	Hamilton	Charlie	Male	Anglo				4

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
09/06/2006	Harvey	Larry	Male	Anglo	40-49	Architect	Chapman Harvey Architects	4
08/23/2005	Harvill	Natalie	Female	Anglo	30-39	Structural Engineer	Parkhill, Smith & Cooper	5
01/14/2010	Henry	Alan	Male	Anglo	60+	Insurance Agent	Alan Henry Insurance	3
06/10/2009	Henson	Matthew	Male	Anglo	30-39	Self Employed	Matt Henson Inc.	5
11/11/2010	Herrera	Gilbert	Male	Hispanic or Latino	60+	Evangelist	Gilbert Herrera Evangelistic Association	4
11/15/2010	Jackson	Emma	Female	African-American	60+			2
02/22/2010	Jackson	Winnie	Male	Anglo	60+	Retired Minister		4
02/19/2010	Jones	Glenn	Male	Anglo	60+			5
11/01/2010	Kinserlow	Ray	Male	Anglo	60+			4
	Ladd	Rusty	Male	Anglo		Judge	Lubbock County Courthouse	
02/22/2010	Letalien	Sharon	Female	Anglo	50-59	Registered Nurse LISD	Lubbock ISD	4
12/08/2010	Madison	Harvey	Male	Anglo	60+	Photography	Madison Photography	4
10/27/2011	McDonald	Carroll	Male	Anglo	60+			1
10/27/2011	McDougal	Marc	Male	Anglo	40-49		McDougal Companies	4
11/09/2010	Mitchell	Walter	Male	Anglo	30-39	Pastor	Westminister Presbyterian Church	4
11/05/2010	Moret	Mary	Female	Anglo	60+			
10/29/2010	Morton	Michael	Male	Anglo	50-59	Captain	Salvation Army	5
11/30/2010	Morton	Philip	Male	Anglo	30-39	Associate Director	Texas Tech	5
10/27/2011	Musselman	Robert	Male	Anglo				6
01/10/2002	Noble	Brent	Male	Anglo			Service Title	4
11/12/2012	Osborne	John	Male	Anglo	40-49	President & CEO	LEDA / MLI	
10/26/2010	Peel	James	Male	Anglo	30-39	Pastor	First Christian Church	4
11/05/2010	Perry	Wilson	Male	African-American	50-59		City of Lubbock	1
11/01/2010	Pickett	Benjamin	Male	Anglo	40-49	Associate Minister	Monterey Church of Christ	4
12/01/2006	Podrebartz	Keith	Male	Anglo	30-39	Counselor	Texas Tech University	1
	Putteet	Janis	Female	Anglo		Vice President	United Way - Lubbock	
08/01/2003	Rangel	Andrea	Female	Hispanic or Latino	40-49		South Plains College	5
11/01/2010	Read	Alan	Male	Anglo	60+	Agent	AFLAC	5
	Rios	Roy	Male	Hispanic or Latino			Women's Protective Services	2
10/19/2010	Rothwell	Gary	Male	Anglo	50-59	Real Estate Investor	Gary Rothwell Inc	5
08/09/2012	Ruiz	Pete	Male	Hispanic or Latino	30-39	Accountant	Gene Messer	5
01/13/2010	Satterwhite	Letha	Female	Anglo	50-59	Registered Nurse	University Medical Center	3
04/29/2008	Schmedes	Gregg	Male	Anglo		Medical Student	Texas Tech	6
06/08/2004	Sepeda	Esther	Female	Hispanic or Latino		President/CEO	Lubbock Hispanic Chamber of Commerce	4
05/27/2010	Smith	David	Male	Anglo	30-39	Construction Director	Lee Lewis Construction	5
06/28/2012	Spitzer	Michelle	Female	Anglo	50-59	CFO	Sunwest Construction Inc.	4
04/01/2008	Stephens	Sherry	Female	Anglo	30-39	Administrative Assistant	High Plains Water District	5

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
05/17/2012	Stephenson	Pat	Male	Anglo	50-59	Service Manager	Bruce Thornton Air Conditioning	4
01/27/2011	Stevens	Mike	Male	Anglo				5
11/01/2010	Swoboda	Tami	Female	Anglo	40-49	Grants & Communications	Lubbock Area Foundation	3
05/08/2013	Tinsley	Matt	Male	Anglo	40-49	Practice Administrator	Lubbock Surgical Associates	5
11/30/2010	Triplett	Douglass	Male	Anglo	60+	Adjunct Professor	Lubbock Christian University	6
08/08/2013	Walz	Donna	Female	Anglo				5
12/01/2006	Walz	John	Male	Anglo	60+	Attorney	Retired	5
02/20/2004	Warren	Steven	Male	Anglo	50-59	Engineer	(806) 748-4490	1
10/01/2007	Wierzba	Susan	Female	Anglo	40-49	Partner/ Director	8067982299	5
10/06/2006	Wilkerson	David	Male	Anglo	40-49	Real Estate Developer	Wilkerson Properties	5
01/27/2011	Wilkes	Morris	Male	Anglo				
12/02/2010	Williams	Shirley	Female	African-American	60+	Career Consultant	Workforce Solutions	2
02/24/2010	Woordward	Tracey	Female	Anglo	50-59	Registered Nurse	Covenant School of Nursing	4
11/20/2007	York	Martha	Female	Anglo		Real Estate Broker	The Real Estate Company	5
	Young	Andy	Male	Anglo				5

CANADIAN RIVER MUNICIPAL WATER AUTHORITY

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.1%	100.0% (2)
Hispanic	32.6%	27.6%	9.6%	0.0% (0)
African-American	8.7%	7.4%	9.0%	0.0% (0)
Other	3.7%	4.0%	4.3%	0.0% (0)
GENDER				
Male	48.5%	49.0%	73.8%	100.0% (2)
Female	51.5%	51.0%	26.2%	0.0% (0)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.2%	0.0% (0)
District 2	16.4%	12.7%	4.6%	0.0% (0)
District 3	16.3%	16.1%	13.6%	0.0% (0)
District 4	17.0%	17.0%	18.8%	50.0% (1)
District 5	16.7%	19.4%	29.0%	50.0% (1)
District 6	17.3%	19.9%	19.5%	0.0% (0)
Other/Unknown	0.0%	0.0%	4.3%	0.0% (0)

PURPOSE:

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

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Conkwright, James (M,A,5)	N/A	N/A	Resigned/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace James Conkwright:

Jay House (M,A,4) Happy State Bank

City of Lubbock
Board and Commision Recruiting Database

Updated: 7/29/2014

Canadian River Municipal Water Authority

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
09/21/2009	Cole	Ronald	M	A	18-29	Agent	Mass Mutual Financial Services	6
10/23/2012	Helm	Judy	F	A	40-49	Banker	American Bank of Commerce	
09/11/2009	Humphrey	William	M	A	30-39	Director of Environmental Services	Healthcare Services Group	3
06/02/2005	Key	Vicki	F	A	40-49		Retired City employee	1
01/18/2005	Maunder	Katherina	F	A	50-59		Homemaker	6
05/09/2012	Meredith	Kent	M	AI		Assistant Vice President	United Spirit Arena	5
06/11/2012	Wagner	Catherine	F	A	60+	Retired	Frenship ISD	5
03/10/2007	Wells	Ben	M	A	18-29	Banker	City Bank	5
Second Preference								
12/19/2004	Campbell	Bill	M	A	40-49	Owner/Manager	Valentine's Building Services	4
02/01/2008	Kitten	Randy	M	A	40-49	Banker	City Bank	5
03/07/2011	Noonan	Bill	M	A	40-49	Architect	Parkhill, Smith, and Cooper	4
01/22/2013	Parr	Charles	M	A	40-49	Banker	American National Bank	2
01/21/2011	Ramirez	Christopher	M	H	18-29	Sales Supervisor	Suddenlink	3
03/05/2008	Sosebee	Rick	M	A	50-59	Fire Protection Contractor	Koetter Fire Protection	3
08/22/2006	Stephenson	Marion	M	A	40-49		Jake's Sports Bar	5
Third Preference								
08/28/2008	Clary	Sue	F	A	60+			5
10/01/2007	Ellis-Tanberg	Karen	F	A	60+		Retired teacher	3
02/06/2006	Hill	Russell	M	A	30-39	Web Designer	Lubbock AJ	3
01/14/2013	Isom	Travis	M	A	18-29	Student Assistant	Tao Real Estate	3
01/01/2006	Jackson	Brooke	F	A	30-39	Banker / Commercial Lender	American Bank of Commerce	4
	McEachern	Patricia	F	A	60+			5
02/09/2010	Walker	William	M	A	18-29			3
06/15/2009	Weil	Kelley	F	A	30-39	Senior Vice President, Human Resources	Plains Capital Bank	5
Fourth Preference								

City of Lubbock
Board and Commision Recruiting Database

Updated: 7/29/2014

Canadian River Municipal Water Authority

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
06/20/2012	Duncan	Lynne	F	A	50-59	Community Relations	Wentz Orthodontics	4
02/17/2014	Edwards	Carries	F	A	18-29	Assistant Professor	TTUHSC School of Nursing	7
02/18/2013	Flores	Isaac	M	H	18-29	Section Coordinator	The Office of Community Engagement	6
06/01/2010	Owen	Burley	M	A	60+	Equipment Repair	Burley Owen	3

Fifith Preference

Sixth Preference

Committee # 6 Canadian River Municipal Water Authority — *Perm/Temp Board:* P

	Confidential	*Home*	*Business*			*Reappt Elig.*
Member			*Perdue, Brandon..*	*Curr:*	07/31/2013-07/31/2015	*Y*
Member1	Y	*#2 Tuscan Villa Circle*	*1204 Ave R, Ste 200*	*2nd:*	07/31/2011-07/31/2013	
Collins		*Lubbock, TX 79423*	*Lubbock, TX 79401*	*1st:*	07/31/2009-07/31/2011	
Mr. James						
Email:	Y	*8067893506*	*8067445091*	*Fax:*	*8067449953*	
jcollins@pbfcm.com			*jcollins@pbfcm.com*			
Member			*High Plains Water Dist.*	*Curr:*	11/21/2013-07/31/2014	*Y*
Member1	Y	*3305 21st St*	*2930 Ave Q*	*2nd:*		
Conkwright		*Lubbock, TX 79410*	*Lubbock, TX 79411*	*1st:*		
Mr. James						
Email:				*Fax:*		
jim.conkwright@outlook.com	Y	*8067818181*				

PERMIT AND LICENSE APPEAL BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.1%	57.1% (4)
Hispanic	32.6%	27.6%	9.6%	14.3% (1)
African-American	8.7%	7.4%	9.0%	28.6% (2)
Other	3.7%	4.0%	4.3%	0.0% (0)
GENDER				
Male	48.5%	49.0%	73.8%	71.4% (5)
Female	51.5%	51.0%	26.2%	28.6% (2)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.2%	0.0% (0)
District 2	16.4%	12.7%	4.6%	28.6% (2)
District 3	16.3%	16.1%	13.6%	28.6% (2)
District 4	17.0%	17.0%	18.8%	28.6% (2)
District 5	16.7%	19.4%	29.0%	0.0% (0)
District 6	17.3%	19.9%	19.5%	14.3% (1)
Other/Unknown	0.0%	0.0%	4.3%	0.0% (0)

PURPOSE:

Advisory Board with Officer of City Status; hears appeals for permits and licenses that have been denied, suspended, or revoked by City officials. Pertains to permits and licenses issued by the City in instances where no other board is specifically appointed to hear such appeals.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Garcia, Cecile (F,A,6)	Health Professional	N/A	N/A	Replace
Hunter, Lee (M,AA,3)	Citizen	N/A	N/A	Replace
Montoya, Jacob (M,H,3)	Citizen	N/A	N/A	Replace
Lowery, Jeffery (M,A,4)	Citizen	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Cecile Garcia, Health Professional:

Nancy Downey (F,A,1) Early Childhood Intervention

To replace Lee Hunter, Jacob Montoya, and Jeffery Lowery (all Citizens):

Joel Castro (M,H,3) LISD
Tosha Chambers (F,AA,4)
Brianna Ingram (F,A,5) Ferguson Enterprises, Inc.

City of Lubbock
Board and Commision Recruiting Database

Updated: 7/22/2014

Permit and License Appeal Board

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
02/01/2010	Brenner	Ivey	M	A	18-29	Real Estate Development	Tao Development Group	6
09/02/2010	Chambers	Tosha	F	AA	30-39			4
10/01/2012	Clark	Melanie	F	A	50-59	Architecture Librarian	TTU Libraries	6
03/02/2005	Downey	Nancy	F	A	50-59	Registered Dietician	Early Childhood Intervention	1
02/06/2006	Hill	Russell	M	A	30-39	Web Designer	Lubbock AJ	3
04/22/2009	Ingram	Brianna	F	A	18-29	Showroom Manager	Ferguson Enterprises, Inc.	5
07/30/2007	Lunsford	Douglas	M	A		Marketing & Media	Lancer Productions	5
06/11/2012	Scott	Gretchen	F	A	60+			4
Second Preference								
06/18/2009	Brown-Meyers	Casey	M	A	40-49	Sales Manager	All Star Auto Glass	4
09/29/2010	Bryant	LeEarl	F	A	60+			1
08/28/2008	Clary	Sue	F	A	60+			5
	Gonzales	Armando	M	H	50-59			2
10/26/2009	Hail	Brian	M	A	30-39	Insurance Agent	Brian Hail State Farm	3
05/05/2009	Marberry	William	M	A	18-29	Realtor	Coldwell Banker	3
05/19/2004	Pearson	Neale	M	A	60+	Professor	Semi-Retired Professor	3
Third Preference								
06/13/2013	Arnold	Peter	M	A	40-49	Owner	Arnold Enterprises of Lubbock	2
03/01/2008	Baker	Robert	M	A	50-59	ICU Nurse	Lubbock Heart Hospital	4
05/13/2010	Bruegel	Jon	M	A	18-29			4
08/01/2012	Chavez	Naomi	F	H	18-29	Intern	South Plains Association of Governments	2
04/14/2010	Davis	Jon	M	A	40-49	Accountant	Capital Farm Credit	3
07/06/2009	Melendez	Jill	F	A	18-29	Social Worker	Montford Psychiatric Prison	6
09/01/2006	Villalobos	Esteban	M	H		Tile Setter's apprentise	Custom Tiling	2
04/09/2010	Williams	Herbert	M	AA	40-49	Correctional Officer IV	TX Dept of Criminal Justice	2
Fourth Preference								
08/09/2011	Amor	Cherif	M	AI	50-59	Dept. Chair/Assoc. Prof.	Texas Tech	5
06/09/2009	Clark	Timothy	M	A	40-49	CADD Tech	Parkhill, Smith & Cooper	3
03/07/2008	Lunsford	Jeremy	M	A			LNG Productions Inc.	3

City of Lubbock
Board and Commision Recruiting Database

Updated: 7/22/2014

Permit and License Appeal Board

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
Fifith Preference								
09/21/2009	Cole	Ronald	M	A	18-29	Agent	Mass Mutual Financial Services	6
05/08/2013	Lamb-Vines	Danna	F	A	50-59	Massage Therapist/ Personal Assistant	Blue Moon Massage	3
03/05/2008	Sosebee	Rick	M	A	50-59	Fire Protection Contractor	Koetter Fire Protection	3
Sixth Preference								
10/28/2013	Gloyna	Edwin	M	A	40-49	Self Employed	Day Break Coffee	6

Committee # 21 Permit and License Appeal Board — Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Chair				Curr:	09/01/2013-09/01/2015	Y
Law Enforcement	Y	1309 61st Street		2nd:	09/01/2011-09/01/2013	
Bates		Lubbock, TX 79412	,	1st:		
Mr. Bill						
Email:	N	8067638791		Fax:		
gittyupgo1@suddenlink.net	Y	8065480468				
Vice Chair			retired	Curr:	09/01/2012-09/01/2014	N
Health Professional	Y	73 Windsor Court		2nd:	10/13/2011-09/01/2012	
Garcia		Lubbock, TX 79416	,	1st:		
Ms. Cecile						
Email:	N	8067950661		Fax:		
cecileg1@aol.com						
Member				Curr:	09/01/2012-09/01/2014	N
Citizen	Y	2344 78th Street Unit 1		2nd:	09/01/2010-09/01/2012	
Hunter		Lubbock, TX 79423		1st:	06/24/2010-09/01/2010	
Mr. Lee						
Email:	Y	8067028066		Fax:		
lhunter6@yahoo.com	Y	8063176215	lhunter6@yahoo.com			
Member			Madera Residential	Curr:	09/01/2012-09/01/2014	Y
Citizen	Y	4007 100th Street	5214 68th St. Suite 402	2nd:		
Lowry		Lubbock, TX 79423	Lubbock, TX 79424	1st:		
Mr. Jeffery						
Email:	Y	8067977489	8067980888	Fax:	8067980880	
jeff@maderaresidential.com	Y	8062393480	jeff@maderaresidential.com			
Member			Jake Montoya Agency	Curr:	09/01/2012-09/01/2014	N
Citizen	N	3218 21st Street	3807 24th Street	2nd:	09/01/2010-09/01/2012	
Montoya		Lubbock, TX 79410	Lubbock, TX 79410	1st:		
Mr. Jacob						
Email:	N	8067974034	8067978481	Fax:	8067914474	
bigjakeins@juno.com			bigjakeins@juno.com			
Member			TXDOT	Curr:	11/21/2013-09/01/2015	Y
Transportation	Y	1802 77th Street	135 Slaton Road	2nd:		
Peoples		Lubbock, TX 79423	Lubbock, TX 79404	1st:		
Mrs. Karen						
Email:	Y	8062396983	8067484478	Fax:	8067484381	
kpeople@windstream.net	Y	8062396983	karen.peoples@txdot.gov			
Member			8067843140	Curr:	09/01/2013-09/01/2015	Y
Citizen	N	3013 110th Street	6002 42nd Street	2nd:		
Wooley		Lubbock, TX 79423	Lubbock, TX 79407	1st:		
Mr. Marcus						
Email:			8067843140	Fax:	(806) 788-0516	
marcus.wooley@ferguson.com	N	8065480671	marcus.wooley@ferguson.com			

WATER BOARD OF APPEALS

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.1%	71.4% (5)
Hispanic	32.6%	27.6%	9.6%	0.0% (0)
African-American	8.7%	7.4%	9.0%	14.3% (1)
Other	3.7%	4.0%	4.3%	14.3% (1)
GENDER				
Male	48.5%	47.0%	73.8%	100.0% (7)
Female	51.5%	53.0%	26.2%	0.0% (0)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.2%	14.3% (1)
District 2	16.4%	12.7%	4.6%	0.0% (0)
District 3	16.3%	16.1%	13.6%	14.3% (1)
District 4	17.0%	17.0%	18.8%	14.3% (1)
District 5	16.7%	19.4%	29.0%	28.6% (2)
District 6	17.2%	19.9%	19.5%	14.3% (1)
Other/Unknown	0.0%	0.0%	4.3%	14.3% (1)

PURPOSE:
Officer of City status, determines the suitability of alternate materials and methods of construction and to provide for reasonable interpretation of the provisions of Sec. 28-44 of the Code of Ordinances and to determine exceptions to the requirements of Sec. 28.45.

QUALIFICATIONS: One or more representatives from the following named areas of expertise: licensed irrigator, landscape architect, a representative of the public education system, top 100 water users from the City water system, a representative from water related governmental entities or authorities (such as Canadian River Municipal Water Authority, Brazos River Authority, High Plains Underground Water Conservation District 1, etc.), and two citizens of the city of Lubbock.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Hodges, Jason (M,A,1)	Landscape Architect	N/A	Y	Declined/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Jason Hodges, Landscape Architect:
Alex Scarborough[i] (M,A,5) Tom's Tree Place

[i] Please note, Mr. Scarborough currently serves as a "Citizen" on the Board. This nomination is to change his designation to the "Landscape Architect" position.

City of Lubbock
Board and Commision Recruiting Database

Updated: 7/22/2014

Water Board of Appeals

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
Second Preference								
Third Preference								
Fourth Preference								
Fifith Preference								
Sixth Preference								

Committee # 42 *Water Board of Appeals* *Perm/Temp Board:* P

	Confidential	Home	Business			Reappt Elig.
Chair Public Education **Alexander** **Mr. Benjamin**	N	*2602 79th Street* *Lubbock, TX 79423*	*South Plains College* *915 Gilbert Drive* *Lubbock, TX 79416*	*Curr:* *2nd:* *1st:*	05/01/2013-05/01/2015 06/23/2011-05/01/2013	*Y*
Email: bealexander@southplainscollege.ed	N N	*8062395872* *8062395872*	*8067164608* *bealexander@southplainscollege.edu*	*Fax:*	*8068851979*	
Member Govt. Water Entity **Basom** **Mr. William**	Y	*2319 17th Street* *Lubbock, TX 79401*	*Canadian Municipal Water Authority* *3231 East Kent Street* *Lubbock, TX 79403*	*Curr:* *2nd:* *1st:*	05/01/2014-05/01/2016 05/01/2012-05/01/2014 08/11/2011-05/01/2012	*N*
Email: jhbasom@hotmail.com	Y	*8065482570*	*8067631926* *bbasom@crmwa.com*	*Fax:*	*8067631160*	
Member Citizen **Craft** **Mr. Bill**	Y	*3608 97th Street* *Lubbock, TX 79423*	*Lubbock Independent School District* *1628 19th Street* *Lubbock, TX 79401*	*Curr:* *2nd:* *1st:*	05/01/2013-05/01/2015 05/01/2011-05/01/2013 05/01/2009-05/01/2011	*N*
Email: bcraft@lubbockisd.org	Y N	*8067997299* *8069280175*	*8067661056* *bcraft@lubbockisd.org*	*Fax:*	*8067661457*	
Member Water User **Friend** **Mr. Sidney**	N	*6509 1st Street* *Lubbock, TX 79416*	*X-Fab Texas, Inc* *2301 N. University Ave* *Lubbock, TX 79415*	*Curr:* *2nd:* *1st:*	05/01/2014-05/01/2016 06/21/2012-05/01/2014	*N*
Email: sid.friend@sbcglobal.com	N Y	*8067975565* *8067896718*	*8067474400* *sid.friend@xfab.com*	*Fax:*		
Member Landscape Architect **Hodges** **Mr. Jason**	Y	*2409 29th Street* *Lubbock, TX 79411*		*Curr:* *2nd:* *1st:*	05/01/2014-05/01/2016	*Y*
Email:	Y	*(806) 773-1508*		*Fax:*		
Member Licensed Irrigator **McLarty** **Mr. Harvey**	Y	*5827 88th Street* *Lubbock, TX 79424*	*M&M Sprinkler* *7335 82nd Street #9* *Lubbock, TX 79424*	*Curr:* *2nd:* *1st:*	05/01/2014-05/01/2016 07/26/2012-05/01/2014	*N*
Email: sprinklr23@yahoo.com	Y	*8067898273*	*8067968209*	*Fax:*		
Member Citizen **Scarborough** **Mr. Alex**	Y	*7004 68th Street* *Lubbock, TX 79424*	*Tom's Tree Place* *5104 34th Street* *Lubbock, TX 79410*	*Curr:* *2nd:* *1st:*	05/01/2013-05/01/2015 05/01/2011-05/01/2013	*Y*
Email: alexs@tomstreeplace.com	Y	*8067983677*	*8067993677* *alexs@tomstreeplace.com*	*Fax:*	*8067993680*	

ZONING BOARD OF ADJUSTMENT

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.1%	77.8% (7)
Hispanic	32.6%	27.6%	9.6%	11.1% (1)
African-American	8.7%	7.4%	9.0%	11.1% (1)
Other	3.7%	4.0%	4.3%	0.0% (0)
GENDER				
Male	48.5%	49.0%	73.8%	66.7% (6)
Female	51.5%	51.0%	26.2%	33.3% (3)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.2%	11.1% (1)
District 2	16.4%	12.7%	4.6%	11.1% (1)
District 3	16.3%	16.1%	13.6%	33.3% (3)
District 4	17.0%	17.0%	18.8%	11.1% (1)
District 5	16.7%	19.4%	29.0%	11.1% (1)
District 6	17.3%	19.9%	19.5%	22.2% (2)
Other/Unknown	0.0%	0.0%	4.3%	0.0% (0)

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

QUALIFICATIONS: None

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Burrows, Dustin (M,A,3)	Alternate	N/A	N/A	Resigned/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Dustin Burrows, Alternate:
Shelia Harris (F,AA,1) Juvenile Probation Officer

Thomas Harris - Re: 07-17-14 ZBA Meeting

From: Dustin Burrows <DustinBurrows@MHBG.com>
To: Thomas Harris <THHarris@mail.ci.lubbock.tx.us>
Date: 7/17/2014 11:28 AM
Subject: Re: 07-17-14 ZBA Meeting
CC: Kristen Sager <KSager@mail.ci.lubbock.tx.us>, Andrew Paxton <APaxton@mai...

Thomas,

Thank you. Please accept this email as my tender of resignation. I have thoroughly enjoyed my time on the Board. I have had other commitments in my life which makes my future attendance difficult and unfair to the board.

Respectfully,

Dustin R. Burrows
Attorney at Law

http://mhbg.com/wp-content/uploac

T 806-687-0630 M 806-790-7369 F 806-796-7365
P.O. Box 6170 Lubbock, Texas 79493

mhbg.com

On Jul 17, 2014, at 11:08 AM, "Thomas Harris" <THHarris@mail.ci.lubbock.tx.us> wrote:

> Mr. Burrows,
>
> Allow me to echo Kristen's sentiment by thanking you for your service. You can simply e-mail me your resignation.
>
> Regards,
>
> Thomas Harris III
> Deputy City Secretary
> City of Lubbock
> P.O. Box 2000
> Lubbock, TX 79457
> 806.775.2026 office
> 806.775.3983 fax
>
> CONFIDENTIALITY NOTICE: The documents and information accompanying and/or comprising this electronic transmission contain confidential information that is legally privileged. The information is intended for the use only of the recipient(s) named above. If you have received this e-mail in error, please immediately

City of Lubbock
Board and Commision Recruiting Database

Updated: 7/22/2014

Zoning Board of Adjustment

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
11/13/1997	Bounds	Jack	M	A	60+	Investments	Jack Bounds Investments	2
11/01/2005	Campbell	Jesse	M	A	40-49	Account Executive Service Sales	Johnson Controls, Inc	4
04/01/2014	Harris	Shelia	F	AA	50-59	Juvenile Probation Officer		1
04/02/2014	Holeman	Terry	M	A	50-59	Land Planning Consultant	Hugo Reed and Associates, Inc.	4
03/04/2014	Sanchez	David	M	H	30-39	Banker - Commercial Lender	Lone Star State Bank	7
Second Preference								
Third Preference								
03/07/2008	Lunsford	Jeremy	M	A			LNG Productions Inc.	3
Fourth Preference								
04/28/2014	Bloodworth	David	M	A	50-59	Commercial Real Estate	RE/MAX Lubbock	4
10/28/2013	Gloyna	Edwin	M	A	40-49	Self Employed	Day Break Coffee	6
07/22/2010	Hudgens	Dickie	M	A	60+	Retired CPA		3
04/25/2012	Putnam	Russell	M	A	60+	Business Consultant	Southwest Financial Group	6
Fifith Preference								
Sixth Preference								

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

	Confidential	Home	Business			Reappt Elig.
Member Alternate **Burrows** **Mr. Dustin**	N	2806 21st Street Lubbock, TX 79410	McCleskey, Harriger, Brazill & Graff P.O. Box 1670 Lubbock, TX 79493	Curr: 2nd: 1st:	02/01/2013-02/01/2015 05/10/2011-02/01/2013	Y
Email: dustinburrows@mhbg.com	Y N	8066872328 8067907369	8066870630 dustinburrows@mhbg.com	Fax:	8067967365	
Member Member **Caviel** **Ms. Billie Jean**	Y	2401 E. 28th St Lubbock, TX 79404		Curr: 2nd: 1st:	02/01/2014-02/01/2016 02/01/2012-02/01/2014 05/10/2011-02/01/2012	Y
Email: billiej23@suddenlink.net	Y	8067628065	billiej23@suddenlink.net	Fax:		
Member Member **Jackson** **Ms. Lyn**	Y	8213 Bourbon St Lubbock, TX 79424		Curr: 2nd: 1st:	02/01/2014-02/01/2016 02/01/2012-02/01/2014 06/23/2011-02/01/2012	Y
Email:	Y	8067981251	8067755138	Fax:	8067755075	
Member Alternate **McKay** **Mr. Joe**	Y	5115 2nd St, #12 Lubbock, TX 79416	JDMA, Architects 1402 Ave N Lubbock, TX 79401	Curr: 2nd: 1st:	03/27/2014-02/01/2016	Y
Email: jmckay1438@gmail.com	Y Y	8067952620 8065353711	8067444490 jmckay@jdmatexas.com	Fax:	8067444494	
Member Member **Naegele** **Mr. Douglas**	Y	3302 41st Street Lubbock, TX 79413		Curr: 2nd: 1st:	02/27/2014-02/01/2016 02/01/2014-02/27/2014 02/01/2012-02/01/2014	Y
Email: dougnaegele@mac.com	Y Y	8063689278 5122965549		Fax:		
Member Alternate **Olivarez** **Ms. Margarita**	N	5745 Duke Lubbock, TX 79416	AT&T 2321 University Lubbock, TX 79415	Curr: 2nd: 1st:	04/24/2014-02/01/2016	Y
Email: olivtx@sbcglobal.net	N N	8067913040 8065432330	8067586083 mo9272@att.com	Fax:		
Member Member **Patton** **Mr. Glenn**	N	3707 23rd Street Lubbock, TX 79410	American Wind Power Center 1701 Canyon Lake Drive Lubbock, TX 79410	Curr: 2nd: 1st:	02/01/2013-02/01/2015 02/01/2011-02/01/2013 02/01/2010-02/01/2011	N
Email:	N	8067992926	8067478734 glenn@windmill.com	Fax:	8067400668	
Vice Chair Member **Teinert** **Mr. Allen**	N	3409 Mesa Road Lubbock, TX 79403	Teinert Commercial Building Service 4009 Clovis Road Lubbock, TX 79415	Curr: 2nd: 1st:	02/01/2013-02/01/2015 02/01/2011-02/01/2013 12/02/2010-02/01/2011	N
Email:	N	8067658330	8067442801 allen@teinert.com	Fax:	8067442401	
Member Alternate **Vaughn** **Mr. Zane**	N	3908 105th Street Lubbock, Texas 79423	ARMtech Insurance Services, Inc. 7101 82nd Street Lubbock, Texas 79424	Curr: 2nd: 1st:	01/23/2014-02/01/2016	Y

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

	Confidential	Home	Business		Reappt Elig.
Email: zanejvaughn@gmail.com	N	(806) 790-4701	(806) 784-3423 zvaughn@armt.com	Fax: (806) 473-0334	

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
July 24, 2014
1:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 24th of July, 2014, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 1:00 p. m.

1:00 P.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas

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

Note: Council Member Floyd Price arrived at 1:10 p.m. Council Member Victor Hernandez left the meeting at 6:20 p.m.

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

- *1.1; Executive Session; 3.1-3.3; Citizen Comments (4.1-4.17); Citizen Comments Sign-ups (4.18); 5.1; 6.1-6.14; 7.1-7.6; and Open Citizen Comments (8).*

1. 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.

1. 1. Presentation of recommendations on a bond election from the Citizens Advisory Committee.

Barry Orr, Citizens Advisory Committee Chairman, introduced the presentation of recommendations for a bond election and answered questions from City Council.

Bill Bates, Vice Chairman of the Municipal Facilities/Public Safety Sub-Committee; Jason Hodges, Chair of the Parks Sub-Committee; Wendell Howard, Chair of the Streets/Public Works Sub-Committee; Jay Leeson, Chair of the Municipal Facilities/Public Safety Sub-Committee; and Norman Allen, Chair of the Finance Committee, all presented their findings and answered questions from City Council. Chad Weaver, City Attorney, also gave comments and answered questions from City Council.

The Citizens Advisory Committee recommended a May 2015 Bond Election for various City improvements. There was consensus of the City Council to move forward with a posting on a future agenda for discussion and to possibly take action.

2. Executive Session

The meeting recessed into a closed session at 2:35 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 5:15 p.m.

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

2. 1. 1. City Attorney

2. 1. 2. City Manager

2. 1. 3. City Secretary

2. 2. Hold an executive session in accordance with Texas Government Code, Section 551.074, to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Building Board of Appeals and StarCare Board of Trustees.

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

3. Proclamations and Presentations

3. 1. Invocation by Pastor Stormy Swann, Faith Christian Family Church

Pastor Stormy Swann, Faith Christian Family Church, led the invocation.

3. 2. Pledges of Allegiance

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

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

Appointments Advisory Board:
Lynn McClendon (unable to attend)

Urban Renewal & Neighborhood Redevelopment Commission:
Denette Vaughn (unable to attend)

West Texas Municipal Power Agency:
David McCalla

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

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

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

4. 1. Scott Stephenson will appear before City Council to discuss the Smoke Free Ordinance.

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

4. 2. Mark Lewis will appear before the City Council to discuss the Smoke Free Ordinance.

Mark Lewis appeared before the City Council to speak in opposition of a Smoke Free Ordinance.

4. 3. Kelsey Berstein will appear before the City Council to discuss the Smoke Free Ordinance.

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

4. 4. Tom Tenner, Jr., PhD, will appear before the City Council to discuss the Smoke Free Ordinance.

Tom Tenner, Jr., PhD, appeared before the City Council to speak in favor of a Smoke Free Ordinance.

4. 5. Megan O'Connor will appear before the City Council to discuss the Smoke Free Ordinance.

Ms. O'Connor did not appear.

4. 6. Emily Walterscheid will appear before the City Council to discuss the Smoke Free Ordinance.

Emily Walterscheid appeared before City Council to speak in favor of a Smoke Free Ordinance.

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

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

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

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

4. 9. Rhoda White will appear before the City Council to discuss the Smoke Free Ordinance.

Andy White (in place of Rhoda White) appeared before City Council to speak in opposition of a Smoke Free Ordinance.

4. 10. Josh Randolph will appear before the City Council to discuss a resolution to the Council regarding housing for illegal aliens.

Josh Randolph appeared before City Council to discuss housing illegal aliens.

4. 11. Mikel Ward will appear before the City Council to discuss the calculations of hidden taxes on the utility bills and property tax rate trade-off for the sales tax in 2003.

Mikel Ward appeared before the City Council to discuss various budget related items.

4. 12. Cole Shooter will appear before the City Council to discuss the Smoke Free Ordinance.

Cole Shooter appeared before City Council to speak in opposition of a Smoke Free Ordinance.

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

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

4. 14. Storm Boen will appear before the City Council to discuss the Smoke Free Ordinance.

Storm Boen appeared before City Council to speak in opposition of a Smoke Free Ordinance.

4. 15. Suzanne Smith will appear before the City Council to discuss the Smoke Free Ordinance.

Ms. Smith did not appear.

4. 16. Lauren Raynes will appear before the City Council to discuss the Smoke Free Ordinance.

Ms. Raynes did not appear.

4. 17. Dayne O'Rielly will appear before the City Council to discuss the Smoke Free Ordinance.

Dayne O'Rielly appeared before City Council to speak in opposition of a Smoke Free Ordinance.

4. 18. **Sign-ups:**

- Linda Llanas, Ken Ashmore, Ron Orr, and Josh Randolph appeared before City Council to speak in opposition of a Smoke Free Ordinance.
- Deanne Clark appeared before City Council to discuss various budget items.
- Burley Owen appeared before City Council to discuss the Citizen Advisory Committee report and various budget items.

5. **Minutes**

5. 1. June 25, 2014 Special City Council Meeting (LP&L Budget)
June 26, 2014 Regular City Council Meeting
June 30, 2014 Special City Council Meeting (Canvass Runoff)
July 8, 2014 Special City Council Meeting (Swearing-In Ceremony)

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve the June 25, 2014 Special City Council Meeting (LP&L Budget) minutes; the June 26, 2014 Regular City Council Meeting minutes; the June 30, 2014 Special City Council Meeting (Canvass Runoff) minutes; and the July 8, 2014 Special City Council Meeting (Swearing-In Ceremony) minutes.

Vote: 7 - 0 Motion carried

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

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve items 6.1-6.14.

Vote: 7 - 0 Motion carried

6. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance No. 2014-O0102, Amendment 33, amending the FY 2013-14 budget for municipal purposes respecting the General Fund to amend City Attorney and City Prosecutor expenditures; and to amend position control; providing for filing; and providing for a savings clause.

6. 2. **Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance No. 2014-O0103, Amendment 34, amending the FY 2013-14 budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Federal Transit Administration (FTA) for the Section 5307 Grant; providing for filing; and providing for a savings clause.

6. 2. 1. **Resolution - Citibus:** Resolution No. 2014-R0246 authorizing the City of Lubbock's Director of Fiscal Policy to execute a FY 2014 Federal Transit Administration (FTA) Section 5307 Grant, to provide operating assistance, preventative maintenance, ADA paratransit and planning assistance.

6. 3. **Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance No. 2014-O0104, Amendment 36, amending the FY 2013-14 budget for municipal purposes respecting the Airport Fund to decrease expenditures and the General Fund to decrease revenues; appropriate additional funding; providing for filing; and providing for a savings clause.

6. 4. **Resolution - Public Works Engineering:** Resolution No. 2014-R0247 authorizing the Mayor to execute Change Order 1 with Allen Butler Construction, Inc. for the Paving Improvements on 34th Street from Quaker Avenue to Indiana Avenue, Project 92217.

6. 5. **Resolution - Water Utilities:** Resolution No. 2014-R0248 authorizing the Mayor to execute purchase order contract 22103024 with Stuart C. Irby Co. for the purchase of five 15KV 630 AMP continuous current automatic vacuum reclosers, ITB 14-11927-DG.

6. 6. **Right-of-Way Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2014-O0105 abandoning and closing a access, underground utility and drainage easement, located in Lots 1-47 and Tract C, Raider Ranch Addition, Lubbock County, Texas.

6. 7. **Resolution - Right-of-Way:** Resolution No. 2014-R0249 authorizing the City Council to accept on behalf of the City of Lubbock an easement from Mary Gayle Greenhill, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Sections 8, 15, 25, Block JS, Lubbock County, Texas.

6. 8. **Resolution - Right-of-Way:** Resolution No. 2014-R0250 authorizing the Mayor to execute a street use license with Covenant Health System, for the use of a portion of a dedicated street for a pedestrian walkway across Peoria Avenue.

6. 9. **Resolution - Facilities:** Resolution No. 2014-R0251 authorizing the Mayor to execute contract 11919, a License Agreement, between the City of Lubbock and Eddie Dixon for real property located at 2201 Avenue X, Lubbock, Texas.

6. 10. **Resolution - Information Technology:** Resolution No. 2014-R0252 authorizing the Mayor to execute contract 11959 an Ordering Document (041414)-(JB)-(7) for maintenance and support services for Oracle Core Tech Database and WebLogic Server. This is an annual maintenance and support renewal with Mythics, Inc.

6. 11. **Resolution - Radio Shop:** Resolution No. 2014-R0253 authorizing the Mayor to execute Lease Agreement Contract 11945 with Department of Homeland Security and Immigration and Customs Enforcement for lease space on the City's Sunrise Tower located at 301 E. 23rd Street, Lubbock, Texas.

6. 12. **Resolution - Parks and Recreation:** Resolution No. 2014-R0254 authorizing the Mayor to execute purchase order contract 90500016 with Exerplay, Inc. for playground equipment for Hoel Park.

6. 13. **Resolution- Parks and Recreation:** Resolution No. 2014-R0255 authorizing the Mayor to execute contract 11924 with Turfmaster Irrigation and Landscaping, Inc. for Hoel Park Walking Track, ITB 14-11924-TS.

6. 14. **Resolution - Police:** Resolution No. 2014-R0256 authorizing the Mayor to execute contract 11929 with Red the Uniform Tailor for Police Custom Made to Measure Uniforms and Honor Guard Dress Uniforms, ITB 14-11929-TS.

7. Regular Agenda

7. 1. **Public Hearing - 6:00 p.m. - Community Development:** Consideration of the Five-Year 2014-2019 Consolidated Plan and One Year 2014 Action Plan. Each plan outlining the community's housing and development needs while identifying strategies which will be used by the Community Development Department.

Public hearing only.

Bill Howerton, Assistant City Manager, gave comments and answered questions from City Council.

Mayor Robertson opened the public hearing at 6:30 p.m.

Mikel Ward appeared to speak in opposition.

Bill Curnow appeared to speak in favor.

Liz Padget appeared to ask questions.

Mayor Robertson closed the public hearing at 6:38 p.m.

7. 2. **Resolution - Planning:** Resolution No. 2014-R0257 approving and granting a variance from the applicable 300-feet minimum distance provisions of City of Lubbock Ordinance 2009-O0060 at the location of 2908 Parkway Drive, a Tobacco Road store requesting an off-premise alcoholic beverage permit.

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

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Resolution No. 2014-R0257.

Vote: 4 - 2 Motion carried

NAY: Mayor Pro Tem Jim Gerlt
Council Member Latrelle Joy

Other: Council Member Victor Hernandez (AWAY)

7. 3. **Resolution - City Manager:** Resolution No. 2014-R0258 authorizing the Mayor to execute a Memorandum of Understanding by and between the City of Lubbock, Texas, the Electric Utility Board of the City of Lubbock, Texas and the West Texas Municipal Power Agency setting forth a timeline and procedure for the Request for Proposal process for 2019 electrical generation resources.

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve Resolution No. 2014-R0258.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (AWAY)

7. 4. **Board Appointment - City Secretary:** Consider one appointment to the South Plains Association of Governments (SPAG) Board of Directors.

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to appoint Council Member Jeff Griffith.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (AWAY)

7. 5. **Board Appointment - City Secretary:** Consider one appointment to the Transportation Policy Committee of the Lubbock Metropolitan Planning Organization (LMPO).

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to appoint Council Member Jeff Griffith.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (AWAY)

7. 6. **Board Appointments - City Secretary:** Consider one appointment to the Audit & Investment Committee, eight appointments to the Building Board of Appeals, three appointments to the Civic Lubbock, Inc. Board of Directors, five appointments to the Lubbock Water Advisory Commission, and three appointments to the StarCare Board of Trustees.

Audit & Investment Committee: Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to appoint Terisa Clark to replace Kevin McMahon.

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

Building Board of Appeals:

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to reappoint Lisa Alexander, Scott Fagin, Lance Landusky, and Robert Wood.

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

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to appoint Roy Jones to replace Ron Chambless.

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

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to appoint Casey Doyle to replace Michael Landress.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (AWAY)

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to appoint Jack Bounds to the vacant position.

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

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to appoint Dickie Hudgens to the vacant position.

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

Civic Lubbock Inc. Board of Directors:

Motion by Council Member Latrelle Joy, seconded by Council Member Floyd Price to appoint Ted Dotts to replace Mark Bass.

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

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to reappoint Rafael Gutierrez and Stephanie Massengale.

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

Lubbock Water Advisory Board:

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to appoint Carmon McCain to replace Jim Conkwright.

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

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to reappoint Zachary Brady, Bruce Maunder, Ken Rainwater, and Maggie Trejo.

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

Starcare Board of Trustees: Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to reappoint William Carter, Robert Kazee, and Brian Shannon.

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

8. Open Citizen Comment

- Debbie Bartholomew appeared before City Council to discuss Vintage Township and the Lubbock Health and Educational Facilities Development Corporation.
- Dora Cortez appeared before City Council to discuss Resolution 2005-R0522, downtown redevelopment, and the North and East Lubbock Community Development Corporation in connection with designated mineral interest.

- Carol Meek appeared before City Council to discuss properly disposing of fluorescent light bulbs.

7:00 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
July 31, 2014
1:00 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 31st of July, 2014, in City Council Committee Room 103, 1625 13th Street, Lubbock, Texas at 1:00 p.m.

1:00 P.M. CITY COUNCIL CONVENED
City Council Committee Room 103, 1625 13th Street, Lubbock, Texas

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

Absent: Mayor Pro Tem Jim Gerlt

1. Budget Work Session for FY 2014-15 Operating Budget and Capital Program, including overall budget priorities and process.

James Loomis, City Manager, gave comments about the FY 2014-15 Operating Budget and Capital Program and introduced the topics of discussion for the work session. Cheryl Brock, Budget Director, gave a presentation on the FY 2014-15 Operating Budget and Capital Program and answered questions from City Council.

Mike Keenum, Storm Water Engineer; and Trey Shanks, Associate for Environmental Management with Freese and Nichols, Inc., gave a presentation regarding City of Lubbock Stormwater Utilities and answered questions from City Council.

Andy Burcham, Chief Financial Officer for LP&L, gave comments and answered questions from City Council.

1:57 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

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

Meeting Date: 08/28/2014

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 37 amending the FY 2013-14 budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of Transportation (TXDOT) for the Selective Traffic Enforcement Program (STEP) - Comprehensive Speed/DWI Grant; accept and appropriate funding from the Texas Department of State Health Services (DSHS) for the Immunization Branch - Locals (Immunization) Grant, the Regional and Local Services Section/Local Public Health System (RLSS/LPHS) Grant, the Syphilis Elimination Texas - Lubbock County (STD) Grant, and the Public Health Emergency Preparedness Services (PHEP) Grant; accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) Grant; providing for filing; and providing for a savings clause.

Item Summary

I. Accept and appropriate $60,252 from TXDOT for the STEP Comprehensive Speed/DWI Grant, transfer a local match of $60,252 from the General Fund to the Grant Fund, and reduce the Police Department Operating Budget by $60,252.

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

III. Accept and appropriate $87,645 from the Texas DSHS for the RLSS/LPHS Grant.

IV. Accept and appropriate $50,000 from the Texas DSHS for the STD Grant.

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

VI. Accept and appropriate an additional $60,651 from the TDHCA for the CEAP Grant, for a total appropriation of $267,101.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - BA 37

Grant Detail Sheet - STEP Grant

Grant Detail Sheet - Immunization Grant

Grant Detail Sheet - RLSS/LPHS

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) – COMPREHENSIVE SPEED/DWI GRANT; ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) FOR THE IMMUNIZATION BRANCH – LOCALS (IMMUNIZATION) GRANT, THE REGIONAL AND LOCAL SERVICES SECTION/LOCAL PUBLIC HEALTH SYSTEM (RLSS/LPHS) GRANT, THE SYPHILIS ELIMINATION TEXAS – LUBBOCK COUNTY (STD) GRANT, AND THE PUBLIC HEALTH EMERGENCY PREPAREDNESS SERVICES (PHEP) GRANT; ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) FOR THE COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) GRANT; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

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

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2013-14 (Budget Amendment #37) for municipal purposes, as follows:

I. Accept and appropriate $60,252 from TXDOT for the STEP Comprehensive Speed/DWI Grant, transfer a local match of $60,252 from the General Fund to the Grant Fund, and reduce the Police Department Operating Budget by $60,252.

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

III. Accept and appropriate $87,645 from the Texas DSHS for the RLSS/LPHS Grant.

IV. Accept and appropriate $50,000 from the Texas DSHS for the STD Grant.

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

VI. Accept and appropriate an additional $60,651 from the TDHCA for the CEAP Grant, for a total appropriation of $267,101.

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.Amend37.ord

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
August 28, 2014

Administrative Information

City Assigned Grant Number	86040
Grant Name	Selective Traffic Enforcement Program (STEP-IDM)
Grant Effective Date	10/1/2013-09/30/2014
Grant Provider/Agency	Texas Department of Transportation
Grant Award Amount	$ 60,252
Amount City Grant Match	60,252
Funding Source of Grant Match	100.5735

Budget Information

Grant Appropriation Detail	**Cost**
Overtime	$ 120,503
Total Appropriation	$ 120,503

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
August 28, 2014

Administrative Information:

City Assigned Grant Number:	TBD
Grant Name:	Immunization Branch - Locals
Grant Effective Date:	9/1/2014-8/31/2015
Grant Provider/Agency:	Texas Department of State Health Services

Personnel Information:

# of full-time positions funded w/grant	4

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Registered Nurse	$ 59,364	27,992	87,356	
Licensed Vocational Nurse	36,420	20,446	56,866	
Customer Service Representative	22,200	14,688	36,888	2,227
ImmTrac/PICS Outreach Specialist	31,164	19,841	51,005	
Total	$ 149,148	82,967	232,115	2,227

Budget Information:	**Cost**
Grant Appropriation Detail	
Compensation	$ 149,148
Benefits	82,967
Total Appropriation	$ 232,115

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
August 28, 2014

Administrative Information:

City Assigned Grant Number:	TBD
Grant Name:	RLSS/Local Public Health System
Grant Effective Date:	9/1/2014-8/31/2015
Grant Provider/Agency:	Texas Department of State Health Services

Personnel Information:

# of full-time positions funded w/grant	1

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Registered Nurse	$ 75,156	31,371	87,645	18,882

Budget Information:

	Cost
Grant Appropriation Detail	
Compensation	$ 75,156
Benefits	12,489
Total Appropriation	$ 87,645

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
August 28, 2014

Administrative Information:

City Assigned Grant Number:	TBD
Grant Name:	STD Syphilis Elimination Texas - Lubbock County
Grant Effective Date:	9/1/2014-8/31/2015
Grant Provider/Agency:	Texas Department of State Health Services

Personnel Information:

# of full-time positions funded w/grant 1

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Medical Technologist	$ 34,524	17,769	50,000	2,293

Budget Information:

	Cost
Grant Appropriation Detail	
Compensation	$ 34,524
Benefits	15,476
Total Appropriation	$ 50,000

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
August 28, 2014

Administrative Information:

City Assigned Grant Number:	81100
Grant Name:	Public Health Emergency Preparedness
Grant Effective Date:	9/1/2014 - 8/31/2015
Grant Provider/Agency:	Texas Department of State Health Services
Grant Award Amount:	$ 250,632
Amount City Grant Match:	25,063
Funding Source of Grant Match:	In-kind match

Personnel Information:

Number of full-time positions funded w/grant 3

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Public Health Emergency Preparedness Coordinator	$ 50,186	23,850	74,036	-
Public Health Emergency Preparedness Nurse	55,197	25,505	80,702	-
Strategic National Stockpile Specialist	35,316	20,530	55,846	-
Total	$ 140,699	69,885	210,584	-

Budget Information:	**Cost**
Grant Appropriation Detail	
Compensation	$ 140,699
Benefits	69,885
Travel	6,100
Supplies	
Office supplies	2,250
Training supplies	4,000
Medical supplies	1,458
Other	
Advertisement to promote awareness	10,000
Sponsored trainings	7,500
Miscellaneous	8,740
Total Appropriation	$ 250,632

City of Lubbock, TX
Grant Amendment
Existing Grant - Budget Detail
August 14, 2014

Administrative Information:

City Assigned Grant Number:	82055
Grant Name:	Comprehensive Energy Assistance Program
Grant Effective Date:	4/1/2014-09/30/2014
Grant Provider/Agency:	Texas Department of Housing and Community Affairs
Original Appropriation Date:	5/22/2014
Original Appropriation-Budget Ordinance:	2014-O0074
Original Grant Acceptance-Resolution:	2014-R0193

Personnel Information:

No. of full-time positions funded w/ grant: 1

Title of Position	Annual Salary	Annual Benefits	Grant	Other Grant	General Fund
CD Contract Coordinator	$ 56,729	25,270	2,001	79,998	-

Budget Information:

Grant Amendment Detail	**5/22/2014 Award Amount**	**Amendment Amount**	**Total Award Amount**
Salaries	$ 1,300		1,300
Benefits	701		701
Household Crisis Utility Assistance	38,063	-	38,063
Utility Assistance Component	140,000	52,313	192,313
Admin and Operations	26,386	8,338	34,724
Total Amendment	$ 206,450	$ 60,651	267,101

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

Meeting Date: 08/28/2014

Information

Agenda Item

Ordinance 1st Reading - Finance: Consider a Supplemental Ordinance supplementing Ordinance No. 2007-00058, 2008-O0079, 2009-O0090, 2010-O0075, 2011-O0082, 2012-O0104, and 2013-O0091 pursuant to which Assessments were levied on property within Vintage Township Public Improvement District to Provide Public Improvements for the District (First Reading).

Item Summary

On June 26, 2007 (second reading) the City Council approved Ordinance No. 2007-00058 which approved a Service and Assessment Plan and Assessment Roll for Vintage Township PID and supplemented that ordinance with Ordinance No. 2008-O0079 on September 11, 2008, Ordinance No. 2009-O0090 on September 24, 2009, Ordinance No. 2010-O0075 on September 27, 2010, Ordinance No. 2011-O0082 on September 27, 2011, Ordinance No. 2012-O0104 on September 27, 2012, Ordinance No. 2013-O0091 on September 26, 2013, and levied assessments on property within the PID. On April 24, 2008, the Vintage Township Public Facilities Corporation and the City Council authorized the issuance of PID bonds, payable from assessments on the property within the PID, to provide financing for public improvements within the PID. The PID statute and the Assessment Ordinance require that the City Council annually review and update the Service and Assessment Plan and the Assessment Roll. Since the PID assessments were levied on June 26, 2007, after a public hearing and public notice (and now secure the bonds), it is not necessary to provide new notice or a public hearing relating to the Service Plan Update. As contemplated by the Assessment Ordinance, the Service Plan Update will conform the original Assessment Roll to the principal and interest payment schedule required for the bonds. In addition, the Service Plan updates the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for PID improvements that occur during the year, if any.

Fiscal Impact

The bonds are not payable from City funds so there will be no fiscal impact to the City.

Staff/Board Recommending

Cheryl Brock
Executive Director of Budget

Attachments

Resolution and SAP

ORDINANCE NO. _____

A SEVENTH SUPPLEMENTAL ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUBBOCK UPDATING THE VINTAGE TOWNSHIP PUBLIC IMPROVEMENT DISTRICT SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL.

WHEREAS, on January 12, 2007, after notice and a public hearing in the manner required by law, the City Council of the City of Lubbock, Texas (the "City") approved a resolution authorizing the creation of the Vintage Township Public Improvement District (the "District"); and

WHEREAS, on June 14, 2007 and June 26, 2007, after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance No. 2007-O0058 (the "Assessment Ordinance") approving a Service and Assessment Plan and Assessment Roll and the levy of assessments on property in the District; and

WHEREAS, on April 24, 2008, the City Council and the Vintage Township Public Facilities Corporation issued bonds secured directly and indirectly, respectively, by the assessments levied pursuant to the Assessment Ordinance; and

WHEREAS, Section 372.013 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act") and the Service and Assessment Plan require that the Service and Assessment Plan and Assessment Roll be annually reviewed and updated; and

WHEREAS, Supplemental Ordinances reviewing and updating the Service and Assessment Plan were passed September 11, 2008, September 24, 2009, September 27, 2010, September 27, 2011, September 27, 2012, and September 26, 2013; and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll attached as Exhibit A hereto conform the original Assessment Roll to the principal and interest payment schedule required for the bonds, thereby reducing the amounts listed on the original Assessment Roll, and update the Assessment Roll to reflect repayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which supplements the Assessment Ordinance and approves and adopts the Annual Service Plan Update and the updated Assessment Roll attached thereto, in conformity with the requirements of the PID Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS:

Section 1. Findings.
The findings and determinations set forth in the preambles are hereby incorporated by reference for all purposes.

Section 2. Annual Service Plan Update and Assessment Roll.

The Annual Service Plan Update and updated Assessment Roll attached hereto as Exhibit A are hereby accepted and approved.

Section 3. Effective Date.

This Ordinance shall take effect upon passage and execution hereof.

AND IT IS SO ORDERED.

Passed by the City Council on _____, 2014.

Passed by the City Council on second reading on_____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Linda L. Chamales
Economic Development Attorney

EXHIBIT A

ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL

VINTAGE TOWNSHIP PUBLIC IMPROVEMENT DISTRICT
LUBBOCK, TEXAS

ANNUAL SERVICE PLAN UPDATE AND AMENDMENTS TO THE SERVICE AND ASSESSMENT PLAN

August 13, 2014

VINTAGE TOWNSHIP PUBLIC IMPROVEMENT DISTRICT
LUBBOCK, TEXAS

ANNUAL SERVICE PLAN UPDATE AND AMENDMENTS TO THE SERVICE AND ASSESSMENT PLAN

A. Introduction

The Vintage Township Public Improvement District (the "PID") was created pursuant to the PID Act and a resolution of the City Council on January 12, 2007 to finance certain public improvement projects for the benefit of the property in the PID. The Vintage Township Public Facilities Corporation Special Revenue Bonds, Series 2008A in the aggregate principal amount of $2,193,000 (the "Series 2008A Bonds") and The Vintage Township Public Facilities Corporation Special Revenue Bonds, Series 2008B in the aggregate principal amount of $1,279,000 (the "Series 2008B Bonds") were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID.

A service and assessment plan (the "Service and Assessment Plan") was approved by the City pursuant to Ordinance No. 2007-00058, as amended by Ordinance No. 2008-00005, identifying the public improvements (the "Improvement Project") to be provided by the PID, the costs of the Improvement Projects, the indebtedness to be incurred for the Improvement Projects, and the manner of assessing the property in the PID for the costs of the Improvement Projects. The Service and Assessment Plan is to be reviewed and updated annually. Section 372.015 of the PID Act states that the governing body of the municipality shall apportion the cost of an improvement to be assessed against property in an improvement district, and the apportionment shall be made on the basis of special benefits accruing to the property because of the improvement. Section 372.015(d) provides that the amount of assessment for each property owner may be adjusted following the annual review of the service plan. This document is the update of the Service and Assessment Plan for 2014.

The City had an assessment roll (the "Assessment Roll") prepared identifying the assessments on each parcel, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan also explains the update of the Assessment Roll.

The City Council intends for the obligations, covenants and burdens on the owner of the Assessed Property, including without limitation such owner's obligations related to the payment of the Assessments, to constitute a covenant running with the land. The Assessments are binding upon the owners of Assessed Property and their respective transferees, legal representatives, heirs, devisees, successors and assigns. The Assessments have lien priority as specified in the PID Act.

B. Update of the Service Plan

Annual Budget for the Public Improvements

The actual total cost of Improvement Project A is $2,920,808, which represents a reduction in the budget for Improvement Project A included in the Service and Assessment Plan. The actual total cost of Improvement Project B is equal to $1,828,466, which also represents a reduction of the budget for Improvement Project B included in the Service and Assessment Plan. There are budget line item cost revisions for the Improvement Projects as reported by the Developer. The reductions in the budget and the budget line revisions were reflected in prior annual SAP updates. The original and revised budgets for the Improvement Projects are included in Appendix A. The budget includes Improvement Project A and Improvement Project B.

As shown by Table A, the PID has incurred indebtedness in the total amount of $3,472,000 in the form of the Series 2008A and Series 2008B Bonds, which are to be repaid from Assessments, and the Developer is to fund the balance of the costs of the Improvement Projects as shown below.

Table A
Sources and Uses of Funds
Public Improvements

Sources of Funds:	**Improvement Project A Series A Bonds**	**Improvement Project B Series B Bonds**	**Total**
Bond proceeds	$2,193,000	$1,279,000	$3,472,000
Developer's contribution to Reserve Account	$219,300	$0	$219,300
Developer's contribution to Prepayment Reserve Account	$40,928	$23,870	$64,798
Other private funds	$804,366	$833,286	$1,637,652
Total Sources of Funds	**$3,257,594**	**$2,136,156**	**$5,393,750**
Uses of Funds:			
Improvement project	$2,920,808	$1,828,466	$4,749,274
Capitalized Interest Account	$61,644	$128,694	$190,338
Collection Costs Account	$14,914	$27,226	$42,140
Reserve Account	$219,300	$127,900	$347,200
Prepayment Reserve Account	$40,928	$0	$40,928
Developer Sub-Account of the Prepayment Reserve Account	$0	$23,870	$23,870
Total Uses of Funds	**$3,257,594**	**$2,136,156**	**$5,393,750**

Note: The numbers in this and subsequent tables are in some cases shown rounded to the nearest dollar; however, the calculations are made to the cent.

A service plan must cover a period of five years. All of the Improvement Projects are expected to be provided within a period of five years. The anticipated budget for the Improvement Projects over a period of five years and the indebtedness expected to be incurred for these costs is shown by Tables B-1 and B-2.

Table B-1
Improvement Project A
PID Sources and Uses of Funds
2008 – 2014

Sources of Funds:	Improvement Project A		Total
	Year 2008-2013	Year 2014	
Bond proceeds	$2,193,000	$0	$2,193,000
Developer's contribution to Reserve Account	$219,300	$0	$219,300
Developer's contribution to Prepayment Reserve Account	$40,928	$0	$40,928
Other private funds	$804,366	$0	$804,366
PID - Sources of Funds	**$3,257,594**	**$0**	**$3,257,594**
Uses of Funds:			
Improvement project	$2,920,808	$0	$2,920,808
Capitalized Interest Account	$61,644	$0	$61,644
Collection Costs Account	$14,914	$0	$14,914
Reserve Account	$219,300	$0	$219,300
Prepayment Reserve Account	$40,928	$0	$40,928
PID - Uses of Funds	**$3,257,594**	**$0**	**$3,257,594**

Table B-2
Improvement Project B
PID Sources and Uses of Funds
2008 – 2014

Sources of Funds:	Improvement Project B		Total
	Year 2008-2013	Year 2014	
Bond proceeds	$1,279,000	$0	$1,279,000
Developer's contribution to Prepayment Reserve Account	$23,870	$0	$23,870
Other private funds	$833,286	$0	$833,286
PID - Sources of Funds	**$2,136,156**	**$0**	**$2,136,156**
Uses of Funds:			
Improvement project	$1,828,466	$0	$1,828,466
Capitalized Interest Account	$128,694	$0	$128,694
Collection Costs Account	$27,226	$0	$27,226
Reserve Account	$127,900	$0	$127,900
Developer Sub-Account of the Prepayment Reserve Account	$23,870	$0	$23,870
PID - Uses of Funds	**$2,136,156**	**$0**	**$2,136,156**

Debt Service and Collection Costs

The Annual Installments

The Assessment imposed on any parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the Bonds.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Bonds with a maximum of nine percent per annum commencing with the issuance of the Bonds. The interest rate on the Bonds is 7.375 percent per annum. Accordingly, the interest rate on the Bonds is used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the City in 2014 and will be delinquent on February 1, 2015.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments for each parcel and the Annual Installments and Annual Collection Costs to be collected from each Parcel. Annual Collection Costs shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under an applicable Bond Ordinance, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service is to be paid on the Bonds from the collection of the Annual Installments. The interest rate to be paid on the Bonds is 7.375%. In addition, "Collection Costs" are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments.

The budget for the PID to be paid from the collection of Annual Installments for 2014 is shown by Table C.

Table C
Budget for the Annual Installments
To be collected for 2014

	Improvement Project A Series 2008A Bonds[2]	Improvement Project B Series 2008B Bonds[2]	Total[2]
Interest payment on April 1, 2015	$77,255	$0	$77,255
Interest payment on October 1, 2015	$77,255	$0	$77,255
Principal payment on October 1, 2015	$13,000	$0	$13,000
Subtotal Debt Service on Bonds	$167,509	$0	$167,509
Annual Collection Costs	$17,000	$0	$17,000
Subtotal Expenses	$184,509	$0	$184,509
Available Capitalized Interest Account	$0	$0	$0
Available Collection Costs Account[1]	$0	$0	$0
Subtotal Funds Available	$0	$0	$0
Annual Installment to be Collected	$184,509	$0	$184,509

1 – Available Collection Costs Account balances as of July 31, 2014 are not included in the calculation of the annual installment to be collected as the balance is expected to be used for the payment of collection costs for the remainder of the current assessment year and any remaining balance will be used as contingency for unexpected collection costs.

2 – The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

As explained above, the interest rate on the Series 2008A Bonds is 7.375 percent per annum, which is used to calculate the interest on the Assessment Part A.

1) Annual Installments to be collected from previously subdivided lots

The Assessment Part A per Equivalent Unit for all lots other than the newly subdivided phase three lots is calculated as $6,337 based on the revised number of units to be developed. The Assessment Part A applicable for each Land Use Class, which is calculated by multiplying the Assessment Part A per Equivalent Unit by the Equivalent Units of each Land Use Class, and the interest on the Assessment due to be collected for 2014 are shown in Table D below.

Table D
Interest Due on Assessment Part A
To be collected for 2014

Land Use Class	Assessment per EU[1]	EU	Assessment Part A per unit[1]	Assessment Interest Rate	Interest Due per Unit
Land Use Class 1	$6,337	1.00	$6,337	7.375%	$467.33
Land Use Class 2	$6,337	1.66	$10,519	7.375%	$775.77
Land Use Class 3	$6,337	2.29	$14,511	7.375%	$1,070.19

1 - The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

The Assessment Part A due for 2014 is $13,000, which represents the principal amount due on the Series 2008A Bonds on October 1, 2015. The Total Assessment Part A outstanding is shown as $2,095,041 in Appendix B after the regular principal payment on October 1, 2014. Accordingly, the Assessment Part A due for 2014 is 0.6205 percent of the outstanding Assessment Part A (i.e., $13,000 ÷ $2,095,041 = 0.6205%).

The Assessment Part A due to be collected from each Land Use Class for 2014 is shown in Table E below.

Table E
Assessment Part A Due - To be collected for 2014

Land Use Class	Assessment Part A per unit[1]	Percentage	Assessment Part A Due Per Unit
Land Use Class 1	$6,337	0.6205%	$39.32
Land Use Class 2	$10,519	0.6205%	$65.27
Land Use Class 3	$14,511	0.6205%	$90.04

1 - The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

The Annual Collection Costs for the collection of Assessment Part A are estimated to be $17,000. The total outstanding Assessment Part A is shown as $2,095,041 in Appendix B. Accordingly, the Annual Collection Costs due for 2014 is 0.8114 percent of the outstanding Assessment Part A (i.e., $17,000 ÷ $2,095,041 = 0.8114%). The Annual Collection Costs to be collected for 2014 is shown in Table F below.

Table F
Annual Collection Costs for Assessment Part A
To be collected for 2014

Land Use Class	Assessment Part A per unit [1]	Percentage	Annual Collection Costs per Unit
Land Use Class 1	$6,337	0.8114%	$51.42
Land Use Class 2	$10,519	0.8114%	$85.35
Land Use Class 3	$14,511	0.8114%	$117.75

1 - The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

In summary, the Annual Installment Part A to be collected for 2014, which includes interest, Assessment Part A and Annual Collection Costs, is shown Table G below.

Table G
Annual Installment Part A
To be collected for 2014

Land Use Class	Interest due per Unit	Assessment Part A due per Unit	Annual Collection Costs Per Unit	Annual Installment Part A per Unit
Land Use Class 1	$467.33	$39.32	$51.42	$558.07
Land Use Class 2	$775.77	$65.27	$85.35	$926.39
Land Use Class 3	$1,070.19	$90.04	$117.75	$1,277.98

As of April 1, 2014, all outstanding Assessment Part B were prepaid and the corresponding Series 2008B Bonds were fully redeemed with proceeds of the prepayments. As a result, Assessment Part B is no longer collected from the parcels in the PID.

2) Annual Installments to be collected from newly subdivided lots in Phase Three

The Assessment Part A per Equivalent Unit amounts allocated to the newly subdivided lots in phase three was $6,359 as shown in the Update of the Assessment Roll section of this annual update. This amount is slightly higher than the Assessment Part A and per Equivalent Unit amount of $6,337 allocated to all previously subdivided lots. As a result, the Annual Installment amounts due from the newly subdivided lots in phase three are calculated separately based on the Assessment amounts allocated to each of these newly subdivided parcels as shown below.

The Assessment Part A per Equivalent Unit for the newly subdivided phase three lots is calculated as $6,359 as shown in the Update of the Assessment Roll section of this annual update. The Assessment Part A applicable for each Land Use Class, which is calculated by multiplying the Assessment Part A per Equivalent Unit by the Equivalent Units of each Land Use Class, and the interest on the Assessment due to be collected from each of the newly subdivided lots for 2014 are shown in Table H below.

Table H
Interest Due on Assessment Part A – Phase 3 Lots
To be collected for 2014

Land Use Class	Assessment per EU[1]	EU	Assessment Part A per unit[1]	Assessment Interest Rate	Interest Due per Unit
Land Use Class 1	$6,359	1.00	$6,359	7.375%	$468.96
Land Use Class 2	$6,359	1.66	$10,556	7.375%	$778.48
Land Use Class 3	$6,359	2.29	$14,562	7.375%	$1,073.93

1 - The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

The Assessment Part A due for 2014 is $13,000, which represents the principal amount due on the Series 2008A Bonds on October 1, 2015. The Total Assessment Part A outstanding is shown as $2,095,041 in Appendix B. Accordingly, the Assessment Part A due for 2014 is 0.6205 percent of the outstanding Assessment Part A (i.e., $13,000 ÷ $2,095,041 = 0.6205%).

The Assessment Part A due to be collected for 2014 from each of the newly subdivided lots is shown in Table I below.

Table I
Assessment Part A Due – Phase 3 Lots
To be collected for 2014

Land Use Class	Assessment Part A per unit[1]	Percentage	Assessment Part A Due Per Unit
Land Use Class 1	$6,359	0.6205%	$39.46
Land Use Class 2	$10,556	0.6205%	$65.50
Land Use Class 3	$14,562	0.6205%	$90.36

1 - The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

The Annual Collection Costs for the collection of Assessment Part A are estimated to be $17,000. The total outstanding Assessment Part A is shown as $2,095,041 in Appendix B. Accordingly, the Annual Collection Costs due for 2014 is 0.8114 percent of the outstanding Assessment Part A (i.e., $17,000 ÷ $2,095,041 = 0.8114%). The Annual Collection Costs to be collected for 2014 from the newly subdivided lots is shown in Table J below.

Table J
Annual Collection Costs for Assessment Part A – Phase 3 Lots
To be collected for 2014

Land Use Class	Assessment Part A per unit[1]	Percentage	Annual Collection Costs per Unit
Land Use Class 1	$6,359	0.8114%	$51.60
Land Use Class 2	$10,556	0.8114%	$85.65
Land Use Class 3	$14,562	0.8114%	$118.16

1 - The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

In summary, the Annual Installment Part A to be collected for 2014 from each of the newly subdivided lots, which includes interest, Assessment Part A and Annual Collection Costs, is shown Table K below.

Table K
Annual Installment Part A – Phase 3 Lots
To be collected for 2014

Land Use Class	Interest due per Unit	Assessment Part A due per Unit	Annual Collection Costs Per Unit	Annual Installment Part A per Unit
Land Use Class 1	$468.96	$39.46	$51.60	$560.02
Land Use Class 2	$778.48	$65.50	$85.65	$929.63
Land Use Class 3	$1,073.93	$90.36	$118.16	$1,282.45

There is no Annual Installment Part B to be collected from the newly subdivided lots.

C. Update of the Assessment Plan

The Service and Assessment Plan provided for the "Assessed Property" to be classified into one of three categories for purpose of allocating the Assessments, as follows:

(i) Land Use Class 1,

(ii) Land Use Class 2, and

(iii) Land Use Class 3.

Land Use Class 1 consists of residential dwelling units of 2,100 square feet of living area or less. Land Use Class 2 consists of residential dwelling units with between 2,100 and 3,000 square feet of living area. Land Use Class 3 consists of residential dwelling units with greater than 3,000 square feet of living area.

The Service and Assessment Plan identified Equivalent Units for each lot in each land use class as follows:

Land Use Class 1 Lots	1.00 per dwelling unit
Land Use Class 2 Lots	1.66 per dwelling unit
Land Use Class 3 Lots	2.29 per dwelling unit

The equivalent unit factors are the ratio of the Assessments as allocated to each lot in each property class. These equivalent unit factors were based on the relative size of the average unit in each class. This method of assessing property has not been changed and Assessed Property will continue to be assessed as provided for in the Service and Assessment Plan.

D. Update of the Assessment Roll

The Assessment Roll is to be updated each year to reflect:

The identification of each Assessed Parcel in the PID (including, if available, the tax parcel identification number for such Parcel), (ii) the Assessments, including any adjustments as

provided for in this Service and Assessment Plan; (iii) the Annual Installment for the relevant year (if such Assessment is payable) for each Parcel; (iv) prepayments of the Assessments as provided for in this Service and Assessment Plan and (B) any other changes helpful to the administration of the PID and permitted by law.

The Assessment Roll and a summary of the Assessment Roll are shown in Appendix E. Each parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each parcel in each Improvement Area. Assessments are to be reallocated for the subdivision of any parcels.

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel.

B = the Assessment for the Parcel prior to subdivision.

C = the Equivalent Units allocated to each newly subdivided Parcel

D = the sum of the Equivalent Units for all of the new subdivided Parcels

There have been no additional parcel subdivisions within the PID applicable to the Annual Installments to be collected for 2014.

According to the Service and Assessment Plan, upon the consolidation of two or more Parcels, the Assessment Part A and Assessment Part B for the consolidated Parcel shall be the sum of the Assessment Part A and Assessment Part B prior to the consolidation, with each calculated separately.

According to the Lubbock Central Appraisal District, Parcels R318307 and R318308 (both Land Use Class 1 lots) were consolidated and replatted as Parcel R318307 and Parcels R318313 and R318314 (both Land Use Class 1 lots) were consolidated and replatted as Parcel R318314 in 2013. According to the Lubbock Central Appraisal District, Parcels R318328 and R318329 (Land Use Class 2 and Land Use Class 1 lots, respectively) were consolidated as Parcel R318328 in 2014. As a result, the consolidated Assessment Part A for the three newly consolidated parcels is shown in Table L below.

Table L
Annual Installment Part A before and after consolidation

Prior to Consolidation			After Consolidation		
Parcel	Assessment Part A	Annual Installment Part A	Parcel	Assessment Part A	Annual Installment Part A
R318307	$6,359	$560.02			
R318308	$6,359	$560.02	R318307	$12,718	$1,120.04
R318313	$6,359	$560.02			
R318314	$6,359	$560.02	R318314	$12,718	$1,120.04
R318328	$10,556	$929.63			
R318329	$6,359	$560.02	R318328	$16,915	$1,489.65
Total	**$42,351**	**$3,729.73**	**Total**	**$42,351**	**$3,729.73**

As shown in Table M, the Annual Installment Part A due from each newly subdivided Land Use Class 1 lot is $560.02. As a result, the total Annual Installment Part A Due from Parcels R318307 and R318314 after the consolidation is $1,120.04 (i.e., $560.02 + $560.02 = $1,120.04) each and the total Annual Installment Part A Due from Parcel R318328 after the consolidation is $1,489.65 (i.e., $929.63 + $560.02 = $1,489.65) as shown in Table L.

Assessment Part A has been prepaid for nine lots through July 31, 2014. Each of these prepaid lots is marked as such in the Assessment Roll summary attached hereto as Appendix B. According to the trustee for the Bonds, Series 2008A Bonds in the total amount of $78,000 have been redeemed with the prepayment proceeds as of July 31, 2014.

Assessment Part B has been prepaid for all parcels as of July 31, 2014. Each of these prepaid lots is marked as such in the Assessment Roll summary attached hereto as Appendix B. Series 2008B Bonds in the total amount of $1,274,000 were redeemed with prepayment proceeds through July 1, 2014.

The complete Assessment Roll updated as described herein is available at the City of Lubbock, Municipal Complex, 1625 13th Street, Lubbock, Texas 79401.

E. Updates of Miscellaneous Provisions

There are no additional updates to be included in the Annual Service Plan update for 2014.

Appendix A
The Improvement Project

	Improvement Project A			Improvement Project B		
	Original Budget	**Budget Changes[1]**	**Revised Budget**	**Original Budget**	**Budget Changes[1]**	**Revised Budget**
Land	$0	$0	$0	$390,000	($247,090)	$142,910
Site Preparation	$288,511	$355,780	$644,291	$79,906	$88,055	$167,961
Drainage	$136,232	($136,232)	$0	$136,232	($102,637)	$33,595
Streets and alleys	$0	$0	$0	$706,430	$4,206	$710,636
Walkways	$0	$0	$0	$59,523	($59,523)	$0
Water and sewer	$0	$0	$0	$752,265	($409,645)	$342,620
Lighting and street signs	$154,683	($25,693)	$128,990	$4,107	$681	$4,788
Signage and monumentation	$9,795	($9,475)	$320	$0	$3,015	$3,015
Park features	$1,081,340	($7,593)	$1,073,747	$0	$0	$0
Roundabouts	$67,795	$19,517	$87,312	$0	$0	$0
Street trees and irrigation	$412,091	($213,590)	$198,501	$0	$0	$0
Sub-total hard costs	**$2,150,447**	**($17,286)**	**$2,133,161**	**$2,128,463**	**($722,938)**	**$1,405,525**
Project administration	$84,884	$529	$85,413	$11,577	$25,029	$36,606
Master planning	$67,012	$199,424	$266,436	$0	$73,946	$73,946
Architectural design	$102,862	($102,862)	$0	$130	($130)	$0
Engineering (civil)	$239,216	$169,311	$408,527	$235,905	$59,500	$295,405
Engineering (other)	$4,210	$3,464	$7,674	$8,952	($5,207)	$3,745
Legal fees	$7,720	$5,640	$13,360	$1,278	($1,278)	$0
Regulatory and impact fees	$8,032	($5,902)	$2,130	$20,563	($7,324)	$13,239
Insurance and bonding	$0	$4,107	$4,107	$0	$0	$0
Sub-total soft costs	**$513,936**	**$273,711**	**$787,647**	**$278,405**	**$144,536**	**$422,942**
Contingency	$266,439	($266,439)	$0	**$248,901**	**($248,901)**	**$0**
Total	**$2,930,822**	**($10,014)**	**$2,920,808**	**$2,655,769**	**($827,303)**	**$1,828,466**

1 The budget changes are shown in the most recent developer's payment requests submitted to the trustee. The amounts shown are rounded to the nearest dollar,

These costs are estimated and the actual costs may be different than estimates. Costs in one line item may be reallocated to another line item to reflect the actual costs incurred.

Appendix B
Assessment Roll Summary

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2014
Summary

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R310559	1	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310560	2	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310561	3	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310562	4	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310563	5	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310564	6	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310565	7	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310566	8	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310567	9	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310568	10	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310569	11	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310570	12	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310571	13	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310572	14	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310573	15	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310574	16	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310575	17	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310576	18	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310577	19	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310578	20	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310579	21	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310580	22	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310581	23	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310582	24	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310583	25	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310584	26	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310585	27	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310586	28	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310587	29	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310588	30	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310589	31	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310590	32	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310591	33	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310592	34	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310593	35	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310594	36	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310595	37	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310596	38	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310597	39	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310598	40	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310599	41	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310600	42	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310601	43	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310602	44	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310603	45	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310604	46	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2014
Summary

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R310605	47	1	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310606	48	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310607	49	2.29	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310608	50	2.29	$14,511	$0	$14,511	$1,160.23	$117.75	$1,277.98	$0.00	$0.00	$0.00	$1,160.23	$117.75	$1,277.98
R310609	51	2.29	$14,511	$0	$14,511	$1,160.23	$117.75	$1,277.98	$0.00	$0.00	$0.00	$1,160.23	$117.75	$1,277.98
R310610	52	2.29	$14,511	$0	$14,511	$1,160.23	$117.75	$1,277.98	$0.00	$0.00	$0.00	$1,160.23	$117.75	$1,277.98
R310611	53	2.29	$14,511	$0	$14,511	$1,160.23	$117.75	$1,277.98	$0.00	$0.00	$0.00	$1,160.23	$117.75	$1,277.98
R310612	54	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310613	55	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310614	56	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310615	57	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310616	58	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310622	59	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310623	60	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310624	61	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310625	62	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310626	63	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310627	64	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310628	65	1	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310629	66	1	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310630	67	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310631	68	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310632	69	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310633	70	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310634	71	1	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310635	72	1	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310636	73	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310637	74	1.66	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310638	75	2.29	$14,511	$0	$14,511	$1,160.23	$117.75	$1,277.98	$0.00	$0.00	$0.00	$1,160.23	$117.75	$1,277.98
R310639	76	2.29	$14,511	$0	$14,511	$1,160.23	$117.75	$1,277.98	$0.00	$0.00	$0.00	$1,160.23	$117.75	$1,277.98
R310640	77	2.29	$14,511	$0	$14,511	$1,160.23	$117.75	$1,277.98	$0.00	$0.00	$0.00	$1,160.23	$117.75	$1,277.98
R310641	78	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310642	79	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310643	80	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310644	81	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310645	82	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310646	83	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310647	84	2.29	$14,511	$0	$14,511	$1,160.23	$117.75	$1,277.98	$0.00	$0.00	$0.00	$1,160.23	$117.75	$1,277.98
R310648	85	2.29	$14,511	$0	$14,511	$1,160.23	$117.75	$1,277.98	$0.00	$0.00	$0.00	$1,160.23	$117.75	$1,277.98
R310649	86	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310650	87	2.29	$14,511	$0	$14,511	$1,160.23	$117.75	$1,277.98	$0.00	$0.00	$0.00	$1,160.23	$117.75	$1,277.98
R310651	88	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310652	89	2.29	$14,511	$0	$14,511	$1,160.23	$117.75	$1,277.98	$0.00	$0.00	$0.00	$1,160.23	$117.75	$1,277.98
R310653	90	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310654	91	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310655	92	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
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Summary

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R310656	93	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310657	94	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310658	95	1.66	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310659	96	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310660	97	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310661	98	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310662	99	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310663	100	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310664	101	2.29	$14,511	$0	$14,511	$1,160.23	$117.75	$1,277.98	$0.00	$0.00	$0.00	$1,160.23	$117.75	$1,277.98
R310665	102	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310666	103	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310667	104	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310668	105	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310669	106	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310670	107	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310671	108	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310672	109	1.66	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310673	110	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310674	111	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R314854	112	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314855	113	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314856	114	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314857	115	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314858	116	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314859	117	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314860	118	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314861	119	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314862	120	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314863	121	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314864	122	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314865	123	2.29	$14,511	Prepaid	$14,511	$1,160.23	$117.75	$1,277.98	Prepaid	Prepaid	Prepaid	$1,160.23	$117.75	$1,277.98
R314866	124	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314867	125	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314868	126	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314869	127	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314870	128	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314871	129	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314872	130	2.29	$14,511	Prepaid	$14,511	$1,160.23	$117.75	$1,277.98	Prepaid	Prepaid	Prepaid	$1,160.23	$117.75	$1,277.98
R314873	131	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314874	132	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314875	133	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314876	134	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314877	135	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314878	136	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314879	137	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314880	138	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07

Appendix B
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Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R314881	139	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314882	140	2.29	$14,511	Prepaid	$14,511	$1,160.23	$117.75	$1,277.98	Prepaid	Prepaid	Prepaid	$1,160.23	$117.75	$1,277.98
R314883	141	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314884	142	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314885	143	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314886	144	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314887	145	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314888	146	2.29	$14,511	Prepaid	$14,511	$1,160.23	$117.75	$1,277.98	Prepaid	Prepaid	Prepaid	$1,160.23	$117.75	$1,277.98
R314889	147	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314890	148	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314891	149	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314892	150	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314893	151	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314924	152	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314894	153	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314895	154	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314896	155	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314897	156	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314898	157	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314899	158	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314900	159	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314901	160	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314902	161	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314903	162	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314904	163	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314905	164	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314906	165	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314907	166	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314908	167	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314909	168	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314910	169	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314911	170	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314912	171	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314913	172	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314914	173	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314925	174	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314915	175	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314916	176	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314917	177	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314918	178	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314919	179	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314926	180	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314920	181	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314921	182	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314922	183	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314923	184	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39

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Vintage Public Improvement District
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Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R318305	185	2.29	$14,562	Prepaid	$14,562	$1,164.29	$118.16	$1,282.45	Prepaid	Prepaid	Prepaid	$1,164.29	$118.16	$1,282.45
R318306	186	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318307	187	2	$12,718	Prepaid	$12,718	$1,016.84	$103.20	$1,120.04	Prepaid	Prepaid	Prepaid	$1,016.84	$103.20	$1,120.04
R318309	189	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318310	190	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318311	191	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318312	192	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318314	194	2	$12,718	Prepaid	$12,718	$1,016.84	$103.20	$1,120.04	Prepaid	Prepaid	Prepaid	$1,016.84	$103.20	$1,120.04
R318315	195	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318316	196	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318317	197	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318318	198	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318319	199	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318320	200	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318321	201	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318322	202	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318323	203	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318324	204	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318325	205	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318326	206	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318393	207	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318327	208	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318328	209	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318329	210	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318330	211	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318394	212	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318331	213	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318332	214	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318333	215	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318334	216	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318335	217	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318336	218	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318337	219	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318338	220	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318339	221	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318340	222	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318341	223	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318342	224	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318343	225	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318344	226	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318345	227	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318346	228	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318347	229	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318348	230	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02

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Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R318349	231	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318350	232	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318351	233	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318352	234	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318353	235	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318354	236	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318355	237	2.29	$14,562	Prepaid	$14,562	$1,164.29	$118.16	$1,282.45	Prepaid	Prepaid	Prepaid	$1,164.29	$118.16	$1,282.45
R318356	238	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318357	239	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318358	240	2.29	$14,562	Prepaid	$14,562	$1,164.29	$118.16	$1,282.45	Prepaid	Prepaid	Prepaid	$1,164.29	$118.16	$1,282.45
R318359	241	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318360	242	2.29	$14,562	Prepaid	$14,562	$1,164.29	$118.16	$1,282.45	Prepaid	Prepaid	Prepaid	$1,164.29	$118.16	$1,282.45
R318361	243	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318362	244	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318363	245	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318364	246	2.29	$14,562	Prepaid	$14,562	$1,164.29	$118.16	$1,282.45	Prepaid	Prepaid	Prepaid	$1,164.29	$118.16	$1,282.45
R318365	247	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318366	248	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318367	249	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318395	250	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318368	251	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318369	252	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318370	253	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318371	254	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318372	255	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318373	256	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318374	257	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318375	258	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318376	259	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318377	260	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318378	261	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318379	262	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318380	263	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318381	264	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318382	265	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318383	266	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318384	267	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318397	268	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318385	269	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318386	270	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318387	271	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318388	272	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318389	273	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318390	274	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318391	275	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318392	276	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2014
Summary

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R318396	277	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
Total		342.52	$2,095,041	$0	$2,095,041	$167,508.97	$16,999.96	$184,508.93	$0.00	$0.00	$0.00	$167,508.97	$16,999.96	$184,508.93

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

Meeting Date: 08/28/2014

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing the Mayor to execute an Industrial Tax Abatement Agreement with X-Fab Texas, Inc.

Item Summary

X-Fab, Texas, Inc. ("X-Fab") has submitted an application for tax abatement for improvements to real property and the addition of tangible personal property improvements (equipment) to the existing facility located at 2301 University, Lubbock, Lubbock County, Texas.

X-Fab, Texas, a member of X-Fab Silicon Foundries Group, began operations in Lubbock in 1999. X-Fab Silicon Foundries, headquartered in Erfurt, Germany, has three locations for wafer production in Germany, one in Malaysia, and one in Lubbock, each manufacturing silicon wafers for analog-digital integrated circuits. Virtually all of Lubbock's production is exported out of Texas and the vast majority is exported out of the U.S.

The City of Lubbock has been supportive of X-Fab's growth since the beginning, granting a tax abatement on the real property and the initial equipment in 2000, a tax abatement on renovations and an additional 7.5 million dollars in new equipment in 2007 and nominating X-Fab to be considered for an Enterprise Zone Project Designation by the State of Texas in 2013. In addition, in 2011, when Cymbet Corporation did an $800,000 renovation and added almost $4.4 million in equipment to the X-Fab facility, Cymbet was granted a five-year tax abatement on the equipment.

The current application indicates that X-Fab plans to expend approximately $250,000 on renovations of the existing facility and $13,965,000 on new equipment and is requesting a five-year declining scale tax abatement on the equipment. The project meets the Industrial Tax Abatement Policy and Guidelines minimum investment for an existing company of $1,000,000 in personal property improvements.

The City Council approved the Notice of Intent to the other taxing jurisdictions at the August 14, 2014 City Council meeting.

Staff is recommending a five-year declining scale tax abatement.

Fiscal Impact

The estimated total amount of the City tax abatement will be $211,323 over the term of the abatement.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Resolution and Contract

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Tax Abatement Agreement with X-Fab Texas, Inc. and all related documents. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

Linda L. Chamales,
Economic Development Attorney

LC: cityatt / Linda / Res-Tax Abatement X-Fab 2014
August 14, 2014

AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement made this _____ day of _____, 2014, by and between the City of Lubbock, Texas, a home rule municipality of the State of Texas (hereinafter called "City"), and X-Fab Texas, Inc. (hereinafter called "X-Fab");

WITNESSETH:

WHEREAS, City received an application from X-Fab dated July 10, 2014 for tax abatement for improvements to real property located at 2301 N. University Avenue, Lubbock, Lubbock County, Texas which is further described in Exhibit "A" and for the addition of tangible personal property improvements (equipment); and

WHEREAS, upon review of the above application it was determined that the facility and real property is located in the Enterprise Zone, EZ/RZ #44 designated by the City in Ordinance No. 2013-O0108 covering the above described property; and

WHEREAS, the Guidelines and Criteria Governing Tax Abatement For Industrial Projects in the City of Lubbock was adopted by Resolution No. 2013-R0370 of the City Council of the City of Lubbock. A copy of the Guidelines and Criteria Governing Tax Abatement for Industrial Projects in the City of Lubbock is attached as Exhibit "B" and incorporated herein as if fully set forth; and

WHEREAS, the City complied with all the requirements set forth in V.T.C.A., Tax Code, Section 312.201; and

WHEREAS, the City complied with all the criteria and guidelines as set forth in the Guidelines and Criteria Governing Tax Abatement for Industrial Projects in the City of Lubbock; and

WHEREAS, V.A.T.C., Tax Code, Sec. 312.002 specifically states that such a purpose is to be included in the guidelines for tax abatement and to be eligible for such treatment; and

WHEREAS, Section IV of the Guidelines and Criteria governing Tax Abatement for Industrial Projects in the City of Lubbock recognizes expansion of an existing facility and addition of personal property as being eligible for tax abatement status; and

WHEREAS, the City Council does hereby find that all of the Guidelines and Criteria Governing Tax Abatement, as adopted by Resolution No. 2013-R0370 have been, or will be, met by Company; and

WHEREAS, the location of the facility and surrounding real property, which are to be the subject matter of this Agreement, are attached hereto as Exhibit "A" and made a part of this Agreement for all purposes; and

NOW THEREFORE, for and in consideration of the premises and of the mutual terms, covenants and conditions herein contained the City and X-FAB and do hereby agree as follows:

SECTION 1. Term. This Agreement shall commence January 1 of the tax year after the required improvements and equipment are at least 90 percent complete and shall expire and be of no further force and effect five (5) years after such date.

SECTION 2. Base Year. The base year applicable to real and personal property, which is the subject of this Agreement, shall be 2014, and the assessed value of the real and personal property shall be the assessed value applicable to such property for said year.

SECTION 3. Base Year Taxes. The taxes upon the real and personal property shall be paid in accordance with the assessed value of such property for the base year. Base year taxes upon the real property are thus not abated.

SECTION 4. Abatement of Increase in Base Year Tax. Because the real property described in Exhibit A has been the subject of a previous ten year tax abatement, real property taxes applicable to the real property subject to this Agreement shall not be abated, even to the extent the value for any given year within the term of this Agreement exceeds the base year taxes.

SECTION 5. Property Ineligible for Tax Abatement. The property described and set forth in Section IV(6) of the Guidelines and Criteria Governing Tax Abatement for Industrial Projects in the City of Lubbock (Exhibit "B") is incorporated by reference herein as if fully set out in this Agreement and fully describes the property ineligible for tax abatement.

SECTION 6. Exemption from Tax. The City covenants and agrees to exempt from taxation, in accordance with the appropriate Sections above, the following properties:

(a) All eligible tangible personal property (equipment), placed in or upon the real property set forth in Exhibit "A", which does not include any equipment and personal property owned by X-Fab and already located in the existing facility.

SECTION 7. Economic Qualifications. X-Fab agrees to expend funds necessary to qualify for tax abatement by expanding and modernizing the existing facility owned by X-Fab, as set forth in Section IV(3)(b) of the Guidelines and Criteria Governing Tax Abatement for Industrial Projects in the City of Lubbock (Exhibit "B") on the property described in Exhibit

"A". A description of the kind, number and location of all proposed improvements is attached in X-Fab's application, Exhibit "C" and incorporated herein as if fully set forth.

SECTION 8. Value of Improvements. In accordance with V.A.T.C., Tax Code, Section 312.204(a), which requires the owner of the property to make specific improvements or repairs to the property in order to be eligible for tax abatement, X-Fab will expend approximately two hundred fifty thousand dollars ($250,000.00) for the modernization of an existing facility owned by X-Fab and thirteen million, nine hundred sixty-five thousand dollars ($13,965,000.00) on new equipment to be located on the property described in Exhibit "A" which is within the Enterprise Zone designated by Ordinance No. 2013-O0108.

SECTION 9. Product Distribution. X-Fab will certify to City that 50% or more of their products are distributed outside of Lubbock County each year with their filing of the Certification form with the City of Lubbock, as required in Section IV 1(b) of the Guidelines and Criteria Governing Tax Abatement for Industrial Projects in the City of Lubbock.

SECTION 10. City Access to Property. X-Fab covenants and agrees that City shall have access to the property, which is the subject matter of this Agreement, upon reasonable notice and during normal business hours, and that municipal employees shall be able to inspect the property and documents necessary to insure compliance with the terms and conditions of Company's application for tax abatement, attached as Exhibit "C", and this Agreement.

SECTION 11. Portion of Tax Abated. City agrees, during the term of this Agreement, to abate taxes on eligible property according to the following schedule.

Year 1:	100%
Year 2:	80%
Year 3:	60%
Year 4:	40%
Year 5:	20%

SECTION 12. Type of Improvements. X-Fab proposes to modify the existing facility as described in Exhibit "C". X-Fab further states that the proposed improvements to the property above mentioned shall commence on September 1, 2014, and shall be completed June 30, 2016. X-Fab may request an extension of the above date from City in the event circumstances beyond the control of X-Fab necessitate additional time for completion of such improvements and such consent shall not unreasonably be withheld. X-Fab shall provide proof of completion within ten days of completion of improvements.

SECTION 13. Limitation on Use. X-Fab agrees to limit the use of the property set forth in Exhibit "A" to commercial and/or industrial uses as those terms are defined in the zoning ordinances of the City of Lubbock and to limit the uses of the property to uses consistent with the general purpose of encouraging development of the enterprise zone during the term of this agreement.

SECTION 14. Recapture. X-Fab agrees to be bound by and comply with all the terms and provisions for recapture of abated taxes in the event of default by Company pursuant to law and as set forth in Guidelines and Criteria for Tax Abatement in Exhibit "B."

SECTION 15. Certification. X-Fab agrees to certify annually in writing to the governing body of each taxing unit that the owner is in compliance with the terms of the Agreement.

SECTION 16. Compliance. The City may cancel or modify this Agreement if X-Fab fails to comply with the Agreement.

SECTION 17. Notices. Notices required to be given by this Agreement shall be mailed, certified mail return receipt requested, to the following addresses:

CITY OF LUBBOCK
City Manager
P.O. Box 2000
Lubbock, Texas 79457
Phone: (806) 775-2016

X-Fab TEXAS, INC.
Ed Pascasio, CFO
2301 N. University
Lubbock, Texas 79415
Phone: (806) 747-4400

SECTION 18. Effective Date. Notwithstanding anything contained herein to the contrary, this Agreement shall not be effective until such time as it has been finally passed and approved by the City Council.

EXECUTED on _____ _____, 2014.

X-FAB, TEXAS, INC.

_____
Ed Pascasio, CFO

CITY OF LUBBOCK
A Municipal Corporation

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock

Cheryl Brock, Executive Director of Budget

APPROVED AS TO FORM:

Linda L. Chamales

Linda L. Chamales, Economic Development Attorney

Lc: cityatt/Linda/ Tax Abatement Agmt – X-Fab 2014 Final
August 7, 2014

EXHIBIT A

Part II—Legal Description

EXHIBIT "A" LEGAL
DESCRIPTION

SITUATED in the City of Lubbock and being all of Tract A, Texas Instruments Addition, an addition to the City of Lubbock according to the map, plat and/or dedication deed thereof, recorded in Volume 1363, Page 977, Deed Records of Lubbock County, Texas (D.R.L.C.T.) and all of that abandoned Drake Street as described by Correction Quit Claim Deed from the City of Lubbock to Texas Instruments Incorporated, a Delaware corporation, recorded in Volume 1541, Page 32, D.R.L.C.T. and being more particularly described by metes and bounds as follows:

BEGINNING at an aluminum disk monument found at the Northeast corner of said Drake Street on the South line of Block 1, Lubbock State School Addition, an addition to the City of Lubbock, according to the map, plat and/or dedication deed thereof, recorded in Volume 1143, Page 677, D.R.L.C.T. and also being North 0 deg. 01 min. 09 sec. East - 10.00 feet from the Northwest corner of Lot 1, Lawson Addition, an addition to the City of Lubbock, according to the map, plat and/or dedication deed thereof, recorded in Volume 838, Page 211, D.R.L.C.T.

THENCE South 0 deg. 01 min. 09 sec. West, along the East line of said abandoned Drake Street, at 10.00 feet, passing the Northwest corner of said Lawson Addition, continuing along the West line of said Lawson Addition, at 60.00 feet, passing the Southeast corner of said abandoned Drake Street and the most Northerly Northeast corner of said Texas Instruments Addition, continuing on for a total distance of 139.91 feet to an aluminum disk monument found for the Southwest corner of said Lawson Addition;

THENCE South 89 deg. 58 min. 01 sec. East, along the North line of said Texas Instruments Addition and the South line of said Lawson Addition, a distance of 143.27 feet to an aluminum disk monument found for the most Easterly Northeast corner of said Texas Instruments Addition and the Southeast corner of said Lawson Addition on the West Right-of-way of University Avenue (F.M. 1264, variable width R.O.W.);

THENCE South 0 deg. 32 min. 04 sec. East, along the East line of said Texas Instruments Addition and the West Right-of-way of said University Avenue, a distance of 2422.31 feet to a 1/2 inch iron rod set for corner;

THENCE North 89 deg. 27 min. 56 sec. East, along the East line of said Texas Instruments Addition and the West Right-of-way of said University Avenue, a distance of 10.00 feet to a 1/2 inch iron rod set for corner in the North Right-of-way of Loop 289 at the beginning of a curve to the right having a radius that bears North 89 deg. 50 min. 33 sec. West, a distance of 215.00 feet;

THENCE Along the North Right-of-way of said Loop 289 and along said curve to the right, with a chord that bears South 42 deg. 01 min. 23 sec. West - 286.98 feet, through a central angle of 83 deg. 43 min. 52 sec. and an arc length of 314.20 feet to a concrete Right-of-way marker found for corner at the end of said curve;

THENCE South 84 deg. 14 min. 24 sec. West, along the North Right-of-way of said Loop 289, a distance of 833.14 feet to an aluminum disk monument found for corner at the beginning of a curve to the left having a radius that bears South OS deg. 45 min. 28 sec. East, a distance of 5879.65 feet;

THENCE Along the North Right-of-way of said Loop 289 and along said curve to the left, with a chord that bears South 82 deg. 04 min. 50 sec. West - 443.52 feet, through a central angle of 04 deg. 19 min. 23 sec. and an arc length of 443.63 feet to an aluminum disk monument found • for corner at the end of said curve;

THENCE South 83 deg. 47 min. 51 sec. West, along the North Right-of-way of said Loop 289,. a distance of 766.83 feet to a concrete Right-of-way marker found for corner;

THENCE South 73 deg. 26 min. 45 sec. West, along the North Right-of-way of said Loop 289, a distance of 266.20 feet to an aluminum disk monument found for corner;

THENCE South 89 deg. 52 min. 26 sec. West, along the North Right-of-way of said Loop 289, a distance of 599.04 feet to an aluminum disk monument found for the Southwest corner of said Texas Instruments Addition and the Southeast corner of a called 286.15 acre tract of land conveyed to the City of Lubbock as described in a deed recorded in Volume 370, Page 55, D.R.L.C.T.;

THENCE North 0 deg. 00 min. 37 sec. East, along the West line of said Texas Instruments Addition and the East line of said 286.15 acre tract, a distance of 2318.79 feet to an aluminum disk monument found for the most Westerly Northwest corner of said Texas Instruments Addition;

THENCE South 89 deg. 56 min. OS sec. East, a distance of 100.19 feet to an aluminum disk monument found for an inside ell corner of said Texas Instruments Addition;

THENCE North 0 deg. 00 min. OS sec. West, along the West line of said Texas Instruments Addition and the East line of said 286.15 acre tract, at 706.65 feet, passing the Southwest corner of the above mentioned abandoned Drake Street and continuing for a total distance of 766.65 feet to an aluminum disk monument found for the most Northerly Northwest corner of said Texas Instruments Addition and the Northwest corner of said abandoned Drake comer on the South line of the above mentioned Block 1, Lubbock State School Addition;

THENCE South 89 deg. 53 min. 30 sec. East, along the North line of said Drake Street and the South line of Block 1, Lubbock State School Addition, a distance of 2800.50 feet to the POINT OF BEGINNING and containing 203.377 acres of land.

EXHIBIT B

Resolution No. 2013-R0370

November 7, 2013

Item No. 5.5

RESOLUTION

WHEREAS, in November of 2011, the City of Lubbock approved uniform guidelines and criteria for tax abatement for industrial projects within the City of Lubbock; and

WHEREAS, state law requires that the guidelines and criteria approved must be re-adopted every two years, and the City of Lubbock desires to approve new guidelines for industrial tax abatement; **NOW THEREFORE:**

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

THAT the City Council of the City of Lubbock hereby approves and adopts "Guidelines and Criteria Governing Tax Abatement for Industrial Projects in the City of Lubbock", which guidelines and criteria are attached as Exhibit "A" and are made a part hereof for all intents and purposes. These guidelines shall become effective upon expiration of the previously approved guidelines.

Passed by the City Council on November 7, 2013.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock, Executive Director of Budget

APPROVED AS TO FORM:

Linda Chamales,
Economic Development Attorney

Lc: city att/Linda/Resolutions/Res-Tax AbatementIndustrialGuidelines-2013
October 23, 2013

Exhibit "A"
City of Lubbock, TX
Guidelines and Criteria Governing Tax Abatement For Industrial Projects In The City of Lubbock

SECTION I. General Purpose:

The City of Lubbock (City) is committed to the promotion of high quality development in all parts of the City of Lubbock, Texas; and to an ongoing improvement in the quality of life for the citizens residing within the City. The City recognizes that these objectives are generally served by enhancement and expansion of the local economy. The City will, on a case by case basis, give consideration to providing tax abatement, as authorized by V.T.C.A., Tax Code, Chapter 312, as stimulation for economic development within the City. It is the policy of the City that said consideration will be provided in accordance with the guidelines and criteria herein set forth and in conformity with the Tax Code.

Nothing contained herein shall imply, suggest or be understood to mean THAT the City is under any obligation to provide tax abatement to any applicant and attention is called to V.T.C.A., Tax Code, Section 312.002(d). With the above rights reserved all applications for tax abatement will be considered on a case by case basis.

SECTION II. Definitions:

As used within these guidelines and criteria, the following words or phrases shall have the following meaning:

1. **Abatement of Taxes**: To exempt from ad valorem taxation all or part of the value of certain Improvements placed on land located in a Reinvestment Zone designated for economic development purposes as of the date specified in the Tax Abatement Agreement for a period of time not to exceed ten (10) years.

2. **Abatement Agreement:** (1) A contract between a property owner and the City for the abatement of taxes on qualified property located within a Reinvestment Zone; or, (2) a contract for the abatement of taxes between the City and a certified air carrier who owns or leases Real Property located within the Reinvestment Zone or Personal Property or both as authorized by V.T.C.A., Tax Code, Section 312.204(e)

3. **Advanced Technologies:** advanced manufacturing which requires higher skills and results in higher wages and investment.

4. **Base Year Value**: The assessed value of property eligible for tax abatement as of January 1 preceding the execution of an Abatement Agreement as herein defined.

5. **Distribution Center Facility**: A building or structure including Tangible Personal Property used or to be used primarily to receive, store, service or distribute goods or materials.

6. **Expansion of Existing Facilities or Structures**: The addition of buildings, structures, machinery or equipment to a Facility.

7. **Existing Facility or Structure**: A facility as of the date of execution of the Tax Abatement Agreement, located in or on Real Property eligible for tax abatement.

8. **Facility**: The improvements made to Real Property eligible for tax abatement and including the building or structure erected on such Real Property and/or any Tangible Personal Property to be located in or on such property.

9. **Information and Data Center**: Facility used to house computer systems and associated components, such as telecommunications and storage systems. The main purpose of the facility is running applications that handle the core business and operational data of organizations, off-site backups and other informational operations.

10. **Improvements to Real Property or Improvements**: Shall mean the construction, addition to, structural upgrading of, replacement of, or completion of any facility located upon, or to be located upon, Real Property, as herein defined, or any Tangible Personal Property placed in or on said Real Property.

11. **Manufacturing Facility**: A Facility which is or will be used for the primary purpose of the production of goods or materials or the processing or change of goods or materials to a finished product.

12. **Medical Services**: Facilities such as hospitals, specialty hospitals and other like facilities that are classified under North American Industrial Classification System Code 622.

13. **Modernization/Renovation of Existing Facilities**: The replacement or upgrading of existing facilities.

14. **New Facility**: The construction of a Facility on previously undeveloped Real Property eligible for tax abatement.

15. **New Permanent Job**: A new employment position created by a business that has provided employment to an employee of at least 1,820 hours annually and intended to be an employment position that exists during the life of the abatement.

16. **Other Basic Industry**: A Facility other than a distribution center facility, a research facility, a regional service facility or a manufacturing facility which produces goods or services or which creates new or expanded job opportunities and services a market of which 50% of revenues come from outside of Lubbock County, Texas.

17. **Owner:** The record title owner of Real Property or the legal owner of Tangible Personal Property. In the case of land leased from the City or buildings leased from a private party or tax exempt property, the lessee shall be deemed the owner of such leased property together with all improvements and Tangible Personal Property located thereon.

18. **Productive Life**: The number of years a Facility is expected to be in service.

19. **Real Property**: Land on which improvements are to be made or fixtures placed.

20. **Regional Services Facility**: A Facility, the primary purpose of which is to service or repair goods or materials and which creates job opportunities within the affected jurisdictions.

21. **Reinvestment Zone**: Real Property designated as a Reinvestment Zone under the provisions of V.T.C.A., Tax Code, Section 312.202.

22. **Research Facility**: A Facility used or to be used primarily for research or experimentation to improve or develop new goods and/or services or to improve or develop the production process for such goods and/or services.

23. **Tangible Personal Property**: Any Personal Property, not otherwise defined herein and which is necessary for the proper operation of any type of Facility.

SECTION III. Intent of Criteria and Guidelines:

The Intent of the criteria and guidelines, as herein set forth, is to establish the minimum standards which an applicant for tax abatement must meet in order to be considered for such status by the City.

SECTION IV. Criteria and Guidelines for Tax Abatement:

Any type of Facility will be eligible for tax abatement consideration provided such Facility meets the following guidelines and criteria:

1. To qualify for Tax Abatement, the company must meet **both** of the following criteria:
    a) The modernization or expansion of an existing facility of any type as herein defined **or** construction of a new facility of any type as herein defined.
    b) Producer, manufacturer or distributor of goods and services of which 50 percent or more are distributed outside of Lubbock County.
2. In addition to the aforementioned, the City will consider abatement only if the company meets **one of the following criteria:**
    a) One of the following target industries:
        i) Advanced Technologies and Manufacturing
        ii) Value-added Agricultural Production including Food Processing and Machinery
        iii) Research and Development
        iv) Medical Services (as defined in Section II Definitions)
        v) Warehouse/Distribution
        vi) Corporate Headquarters of a Regional/National Service Center
        vii) Information and Data Centers
    b) The project is not included as a target industry, but has the potential of generating additional, significant economic development opportunities to Lubbock.
3. The company must meet one of the following criteria:
    a) The project will add at least $1 million in Real Property improvements, **or** $2 million in new Personal Property, **or** 25 new permanent jobs if the facility is a **new company to Lubbock.**
    b) The project will add at least $500,000 in Real Property improvements, **or** $1 million in new Personal Property, **or** 15 new permanent jobs if the facility is **an existing company**.

4. New or existing facilities of any type herein defined, located in a Reinvestment Zone or upon Real Property eligible for such status will be eligible for consideration for tax abatement status provided that all other criteria and guidelines are satisfied.

5. Improvements to Real Property are eligible for tax abatement status.

6. The following types of Property shall be ineligible for tax abatement status and shall be fully taxed:

   a) Real Property;

   b) inventories or supplies;

   c) tools;

   d) furnishings and other forms of movable personal property;

   e) vehicles;

   f) aircraft;

   g) housing (single family and multi-family);

   h) boats;

   i) hotel accommodations;

   j) motel accommodations;

   k) retail businesses;

   l) property owned by the State of Texas or any State agency; and,

   m) property owned or leased by a member of the City that did not have an active tax abatement in place before they became a member of the governing body or commission.

7. In order for a Facility to qualify for abatement, the following conditions must apply:

   a) The owner or leaseholder of Real Property must make eligible improvements to the real property; and,

   b) In the case of lessees, the leaseholder must have a lease commitment of at least five (5) years.

8. In Reinvestment Zones, the amount and term of abatement shall be determined on a case by case basis, however, in no event shall taxes be abated for a term in excess of ten (10) years. The amount of the taxable value of improvements to be abated and the term of the abatement shall be determined by the City in all cases where the property for which tax abatement is applied for is within the City limits of the City or by the County of Lubbock in all cases where the property for which tax abatement is applied for is outside of the City limits of a municipality, but within the County of Lubbock, except that a Reinvestment Zone that is a State Enterprise Zone is designated for the same period as a State Enterprise Zone as

provided by Chapter 2303, Government Code. The authority of all other taxing units shall be as set forth in V.T.C.A., Tax Code, Section 312.206.

In Enterprise Zones, the governing body of each taxing jurisdiction may execute a written agreement with the owner of the property. The agreement may, but is not required to, contain terms that are identical to those contained in the agreement with the municipality, county, or both, whichever applies, and the only terms for the agreement that may vary are the portion of the property that is to be exempt from taxation under the agreement and the duration of the agreement.

9. No property shall be eligible for tax abatement unless such property is located in a Reinvestment Zone in accordance with V.T.C.A., Tax Code, Section 312.202 and the tax abatement application is filed with the City before construction begins.

10. Notwithstanding any of the requirements set forth in Section IV(3), the Lubbock City Council upon the affirmative vote of a three-fourths (3/4) of its members may vary any of the above requirements when variation is demonstrated by the applicant for tax abatement that variation is in the best interest of the City to do so and will enhance the economic development of the City. By way of example only and not by limitation the Lubbock City Council may consider the following or similar terms in determining whether a variance shall be granted:

    a) That the increase in productivity of the Facility will be substantial and hence directly benefit the economy.

    b) That the increase of goods or services produced by the Facility will be substantial and directly benefit the economy.

    c) That the employment maintained at the Facility will be increased.

    d) That the waiver of the requirement will contribute and provide for the retention of existing jobs within the City.

    e) Any other evidence tending to show a direct economic benefit to the City.

11. Taxability:

    a) The portion of the value of improvements to be abated shall be abated in accordance with the terms and provisions of a Tax Abatement Agreement executed between the City and the owner of the Real Property and/or Tangible Personal Property, (which agreement shall be) in accord with the provisions of V.T.C.A., Tax Code, Section 312.205.

    b) All ineligible property, if otherwise taxable as herein described, shall be fully taxed.

12. The Lubbock City Council shall have total discretion as to whether tax abatement is to be granted. Such discretion, as herein retained, shall be exercised on a case by case basis. The adoption of these guidelines and criteria by the Lubbock City Council does not:

    a) Limit the discretion of the Lubbock City Council to decide whether to enter into a specific Tax Abatement Agreement;

    b) Limit the discretion of the Lubbock City Council to delegate to its employees the authority to determine whether or not the Lubbock City Council should consider a particular application or request for tax abatement; or,

c) Create any property, contract, or other legal right in any person to have the Lubbock City Council consider or grant a specific application or request for tax abatement.

13. The burden to demonstrate that an application for tax abatement should be granted shall be upon the applicant. The City shall have full authority to request any additional information from the applicant that the Lubbock City Council deems necessary to assist it in considering such application.

SECTION V. Criteria and Guidelines for Creation of Reinvestment Zone:

1. No Property shall be eligible for tax abatement unless such property is located in a Reinvestment Zone designated as such in accordance with V.T.C.A., Tax Code, Section 312.202. To be designated as a Reinvestment Zone an area must meet one of the following:

   a) Substantially arrest or impair the sound growth of the municipality or county creating the zone, retard the provision of housing accommodations, or constitute an economic or social liability and be a menace to the public health, safety, morals, or welfare in its present condition and use because of the presence of:

      1. a substantial number of substandard, slum, deteriorated, or deteriorating structures;
      2. the predominance of defective or inadequate sidewalks or streets;
      3. faulty size, adequacy, accessibility or usefulness of lots;
      4. unsanitary or unsafe conditions;
      5. the deterioration of site or other improvements;
      6. tax or special assessment delinquency exceeding the fair value of the land;
      7. defective or unusual conditions of title;
      8. conditions that endanger life or property by fire or other cause; or,
      9. any combination of these factors;

   b) Be predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the municipality;

   c) Be in a federally assisted new community located in a home rule municipality or in an area immediately adjacent to a federally assisted new community located in a home rule municipality;

   d) Be located entirely in an area that meets the requirements for federal assistance under Section 119 of the Housing and Community Development Act of 1974 (42 U.S.C. Section 5318);

   e) Encompass signs, billboards, or other outdoor advertising structures designated by the governing body of the municipality for relocation, reconstruction, or removal for the

purpose of enhancing the physical environment of the municipality, which the legislature declares to be a public purpose; or,

f) Be reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the municipality.

2. For purposes of this Section, federally assisted new community is a federally assisted area:

   a) That has received or will receive assistance in the form of loan guarantees under Title X of the National Housing Act (12 U.S.C., Section 1749aa et seq); and,

   b) A portion of which has received grants under Section 107 (a)(1) of the Housing and Community Development Act of 1974, as amended.

3. The Lubbock City Council, as required by Section 312.201, shall hold a public hearing on the designation of an area within its jurisdiction as a Reinvestment Zone. The burden shall be on the owner of the property sought to be included in the zone or applicant for the creation of the Reinvestment Zone to establish the following:

   a) That the requirements of Subsection 1 of this Section have been met.

   b) That the improvements sought are feasible and practical.

4. No later than the seventh day before the date set for the above public hearing notice of such hearing shall be:

   a) Published in a newspaper having general circulation in the City.

   b) Delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries Real Property that is to be included in the Reinvestment Zone.

5. At the public hearing above described in Section 3 above, any interested person is entitled to speak and present evidence for or against the designation of such Reinvestment Zone.

6. At the conclusion of the hearing described in Section 3 above, the Lubbock City Council shall enter its findings as follows:

   a) That the applicant or owner has or has not met his burden as hereinabove set forth, and/or,

   b) That the improvements sought are or are not feasible and practical.

   c) That the proposed improvements sought will or will not be a benefit to the land to be included in the Reinvestment Zone and to the City after the expiration of an agreement entered into under V.T.C.A., Tax Code, Section 312.204.

7. An application for the creation of a Reinvestment Zone shall not be granted unless the City enters affirmative findings to Subsections a, b, and c of Section 6 above set forth.

8. At the conclusion of the public hearing herein required and upon the affirmative finding of the Lubbock City Council as required by Section 7 above set forth, the governing body may designate a Reinvestment Zone in accordance with the provisions of V.T.C.A., Tax Code, Sections 312.201.

9. The designation of a Reinvestment Zone expires five years after the date of the designation and may be renewed for periods not to exceed five years, except that a Reinvestment Zone that is a State Enterprise Zone is designated for the same period as a State Enterprise Zone as provided by Chapter 2303, Government Code. The expiration of the designation does not affect an existing Tax Abatement Agreement made in accordance with V.T.C.A., Tax Code, Section 312.201 through Section 312.209.

10. Designation of an area as an Enterprise Zone under the Texas Enterprise Zone Act, Chapter 2303, Subchapter C, Texas Government Code, constitutes designation of the area as a Reinvestment Zone under Subchapter B of the Property Redevelopment and Tax Abatement Act without further hearing or other procedural requirements other than those provided by the Texas Enterprise Zone Act, Chapter 2303, Subchapter C, Texas Government Code.

SECTION VI. Tax Abatement Agreement:

1. After the creation of a Reinvestment Zone as hereinabove authorized a Tax Abatement Agreement may be executed between the owner and City. A Tax Abatement Agreement shall:

   a) Establish and set forth the Base Year assessed value of the property for which tax abatement is sought.

   b) Provide that the taxes paid on the base year assessed value shall not be abated as a result of the execution of said Tax Abatement Agreement.

   c) Provide that ineligible property as subscribed in Section IV(6) hereinabove shall be fully taxed.

   d) Provide for the exemption of improvements in each year covered by the agreement only to the extent the value of such improvements for each such year exceeds the value for the year in which the agreement is executed.

   e) Fully describe and list the kind, number and location of all proposed improvements to be made in or on the Real Property.

   f) Set forth the estimated value of all improvements to be made in or on the Real Property.

   g) Clearly provide that tax abatement shall be granted only to the extent:

      1. The improvements to Real Property increase the value of the Real Property for the year in which the Tax Abatement Agreement is executed; and,

      2. That the Tangible Personal Property improvements to Real Property were not located on the Real Property prior to the execution of the Tax Abatement Agreement.

h) Provide for the portion of the value of the improvements to Real Property of improvements to be abated. This determination is to be made consistent with the provisions of Section IV(6) of these guidelines and criteria as hereinabove set forth.

i) Provide for the commencement date and the termination date. In no event shall the commencement date occur prior to 90 percent completion of the project (both Real and Personal Property). In no event shall the termination date exceed a period of ten years from the commencement date.

j) Describe the type and proposed use of the improvements to Real Property or improvements including:

1. The type of facility.

2. Whether the improvements are for a new facility, modernization of a facility, or expansion of a facility.

3. The nature of the construction, proposed time table of completion, a map or drawings of the improvements above mentioned.

4. The amount of investment and the commitment for the creation of new jobs.

5. A list containing the kind, number and location of all proposed improvements.

6. Any other information required by the City.

k) Provide a legal description of the Real Property upon which improvements are to be made.

l) Provide access to and authorize inspection of the Real Property or improvements by employees of the City, who have executed a Tax Abatement Agreement with owner to insure improvements are made according to the specifications and conditions of the Tax Abatement Agreement.

m) Provide for the limitation of the uses of the Real Property or improvements consistent with the general purpose of encouraging development or redevelopment of the zone during the period covered by the Tax Abatement Agreement.

n) Provide the contractual obligations in the event of default by owner, violation of the terms or conditions by owner, recapturing property tax revenue in the event owner defaults or otherwise fails to make improvements as provided in said Tax Abatement Agreement, and any other provision as may be required or authorized by State Law.

o) Contain each term agreed to by the owner of the property.

p) Require the owner of the property to certify annually to the Lubbock City Council that the owner is in compliance with each applicable term of the agreement.

q) Provide that the Lubbock City Council may cancel or modify the agreement if the property owner fails to comply with the agreement.

2. Not later than the seventh day before the City (as required by V.T.C.A., Tax Code, Section 312.2041) enters into an agreement for tax abatement under V.T.C.A., Tax Code, Section

312.204, the Lubbock City Council or a designated officer or employee thereof shall deliver to the presiding officer of the governing body of each of the taxing units in which the property to be subject to the agreement is located, a written notice that the City intends to enter into the agreement. The notice must include a copy of the proposed Tax Abatement Agreement.

3. A notice, as above described in Section 2, is presumed delivered when placed in the mail, postage paid and properly addressed to the appropriate presiding officer. A notice properly addressed and sent by registered or certified mail for which a return receipt is received by the sender is considered to have been delivered to the addressee.

4. Failure to deliver the notice does not affect the validity of the agreement.

SECTION VII. Application:

1. Any present owner of taxable property located within an affected jurisdiction may apply for tax abatement by filing an application with the City of Lubbock. The application has to be filed with the City prior to the construction start.

2. The application shall consist of a completed application form accompanied by:

   a) A general description of the improvements to be undertaken.

   b) A descriptive list of the improvements for which tax abatement is requested.

   c) A list of the kind, number and location of all proposed improvements of the Real Property Facility or Existing Facility.

   d) A map indicating the approximate location of improvements on the Real Property Facility or Existing Facility together with the location of any or all Existing Facilities located on the Real Property or Facility.

   e) A list of any and all Tangible Personal Property presently existing on the Real Property or located in an existing facility.

   f) A legal description of property.

   g) Address of property.

   h) A proposed time schedule for undertaking and completing the proposed improvements.

   i) A general description stating whether the proposed improvements are in connection with:

      1. the modernization of a facility (of any type herein defined); or,

      2. construction of a new facility (of any type herein defined); or,

      3. expansion of a facility (of any type herein defined); or,

      4. any combination of the above.

j) A statement of the additional value to the Real Property or Facility as a result of the proposed improvements.

k) A statement of the assessed value of the Real Property, Facility or Existing Facility for the Base Year.

l) Information concerning the number of new jobs that will be created or information concerning the number of existing jobs to be retained as result of the improvements undertaken.

m) A statement certifying that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker.

n) Any other information which the City of Lubbock deems appropriate for evaluating the financial capacity of the applicant and compatibility of the proposed improvements with these guidelines and criteria.

o) Information that is provided to the City in connection with an application or request for tax abatement and which describes the specific processes or business activity to be conducted or the equipment or other property to be located on the property for which tax abatement is sought is confidential and not subject to public disclosure until the Tax Abatement Agreement is executed. Information in the custody of the City after the agreement is executed is not confidential. (V.T.C.A., Tax Code, Section 312.003).

p) The City shall determine if the property described in said application is within a designated Reinvestment Zone. If the City determines that the property described is not within a current Reinvestment Zone then they shall so notify the applicant and said application shall then be considered both as an application for the creation of a Reinvestment Zone and a request for tax abatement to be effective after the zone is created.

SECTION VIII. Investment/Jobs Documentation

1. The investment commitment in the Tax Abatement Agreement will be verified as follows:

   a. The City will request the value of the Real and Personal Property from the Lubbock Central Appraisal Value, and if the value minus the base year, meets the agreement commitment, it will service as verification that the investment met the requirement in the agreement; or

   b. If the Lubbock Central Appraisal District value, minus the base year value, does not meet the investment commitment in the agreement, the Company will provide invoices documenting the actual investment to verify the investment met the investment commitment in the agreement.

2. Confirmation of the job creation requirement:

   a. The company will provide the City with a copy of the State Employment report filed with the State of Texas for the quarter ending after the date in the agreement that the jobs are required to be created.

3. Job creation will be audited annually to assure retention of jobs. Each year during the City audit of Tax Abatement Agreements, the company will provide the City with the 4th quarter employment report filed with the State of Texas to confirm job retention. If the employment in the 4th quarter report does not meet the requirement for retention of the created jobs, the City may request the quarterly reports for the 1st, 2nd, and 3rd quarters of that audit year to determine compliance. The City may request and the company shall promptly provide any additional information that the City deems necessary to confirm that the company is in compliance with the terms of the Tax Abatement Agreement.

SECTION IX. Default Options

1. In the event that the applicant, owner or lessee has entered into a Tax Abatement Agreement to make improvements as defined in Section IV(2) above, but fails to undertake or complete such improvements; fails to create all or a portion of the new jobs provided by the Tax Abatement Agreement; or is in default of any of the terms or conditions contained in the Tax Abatement Agreement; then in such event the City shall give the applicant or owner sixty (60) days notice of such failure. The applicant or owner shall demonstrate to the satisfaction of the City above mentioned that the applicant or owner has commenced to cure such failure within the sixty (60) days above mentioned. In the event the applicant or owner fails to demonstrate that he is taking affirmative action to cure his failure, the City shall have three options:

   (a) The City may renegotiate the Tax Abatement Agreement with the applicant or owner in which case the current Guidelines and Criteria Governing Tax Abatement for Industrial Projects in the City of Lubbock shall apply to the new Agreement; or

   (b) The City may determine that good cause exists to cancel the Tax Abatement Agreement and all abatement of taxes shall terminate immediately; or

   (c) The City may terminate the Tax Abatement Agreement and recapture taxes abated under Section X, Recapture.

2. In any of the three options in Paragraph 1 above, the City shall determine whether default has occurred by the applicant or owner in the terms and conditions of the Tax Abatement Agreement and shall so notify all other affected jurisdictions.

SECTION X. Recapture

1. In the event that any type of facility is completed and begins producing goods or services, but subsequently discontinues producing goods or services for any reason, excepting fire, explosion or other casualty or accident or natural disaster or other event beyond the reasonable control of applicant or owner for a period of 180 days during the term of a Tax Abatement Agreement, then in such event the Tax Abatement Agreement shall terminate and all abatement of taxes shall likewise terminate. Taxes abated during the calendar year in which termination takes place shall be payable to the City by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination. The burden shall be upon the applicant or owner to prove to the satisfaction of the City that the discontinuance of producing goods or services was as a result of fire, explosion, or other casualty or accident or natural disaster or other event beyond the control of applicant or owner. In the event that applicant or owner meets this burden and the City is satisfied that the discontinuance of the production of goods

or services was the result of events beyond the control of the applicant or owner, then such applicant or owner shall have a period of one year in which to resume the production of goods and services. In the event that the applicant or owner fails to resume the production of goods or services within one year, then the Tax Abatement Agreement shall terminate and the abatement of all taxes shall likewise terminate. Taxes abated during the calendar year in which termination takes place shall be payable to the City by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination. The one year time period, hereinabove mentioned, shall commence upon written notification from the City to the applicant or owner.

2. In the event that the applicant or owner has entered into a Tax Abatement Agreement to make improvements to a facility of any type described in Section 1 above, but fails to undertake or complete such improvements or fails to create all or a portion of the number of new jobs provided by the Tax Abatement Agreement, then in such event the City shall give the applicant or owner sixty (60) days notice of such failure. The applicant or owner shall demonstrate to the satisfaction of the City, above mentioned, that the applicant or owner has commenced to cure such failure within the sixty (60) days above mentioned. In the event that the applicant or owner fails to demonstrate that he is taking affirmative action to cure his failure, then in such event the Tax Abatement Agreement shall terminate and all abatement of taxes shall likewise terminate. Taxes abated during the calendar year in which termination takes place shall be payable to the City by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination.

3. In the event that the City determines that the applicant or owner is in default of any of the terms or conditions contained in the Tax Abatement Agreement, then in such event the City, shall give the applicant or owner sixty (60) days written notice to cure such default. In the event such default is not cured to the satisfaction of the City within the sixty (60) days notice period, then the Tax Abatement Agreement shall terminate and all abatement of taxes shall likewise terminate. Taxes abated during the calendar year in which termination takes place shall be payable to the City by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination.

4. In the event that the applicant or owner allows ad valorem taxes on property ineligible for tax abatement owed to the City, to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, then in such even the Tax Abatement Agreement shall terminate and all abatement of taxes shall likewise terminate. Taxes abated during the calendar year in which termination, under this Section, takes place shall be payable to the City by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination.

5. In the event that the applicant or owner, who has executed a Tax Abatement Agreement with the City, relocates the business for which tax abatement has been granted, to a location outside of the designated Reinvestment Zone, then in such event, the Tax Abatement Agreement shall terminate after sixty (60) days written notice by the City to the applicant or owner. Taxes abated during the calendar year in which termination, under this Section takes place shall be payable to the City by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination.

6. The date of termination as that term is used in this Section IX shall, in every instance, be the 60th day after the day the City sends notice of default, in the mail to the address shown in the Tax Abatement Agreement to the applicant or owner. Should the default be cured by the applicant or owner within the sixty (60) day notice period, the applicant or owner shall be responsible for so advising the City and obtaining a release from the notice of default from the City, failing in which, the abatement remains terminated and the abated taxes must be paid.

7. In every case of termination set forth in Paragraphs 1, 2, 3, 4, and 5 above, the City shall determine whether default has occurred by the applicant or owner in the terms and conditions of the Tax Abatement Agreement and shall so notify all other affected jurisdictions.

8. In the event that a Tax Abatement Agreement is terminated for any reason whatsoever and taxes are not paid within the time period herein specified, then in such event, the provisions of V.T.C.A., Tax Code, Section 33.01 will apply.

SECTION XI. Miscellaneous:

1. Any notice required to be given by these criteria or guidelines shall be given in the following manner:

   a) To the applicant or owner: written notice shall be sent to the address appearing on the Tax Abatement Agreement.

   b) To the City: written notice shall be sent to the address appearing on the Tax Abatement Agreement.

2. The Chief Appraiser of the Lubbock Central Appraisal District shall annually assess the Real and Personal Property comprising the Reinvestment Zone. Each year, the applicant or owner receiving tax abatement shall furnish the Chief Appraiser with such information as may be necessary for the abatement. Once value has been established, the Chief Appraiser shall notify the City which levies taxes of the amount of assessment.

3. Upon the completion of improvements made to any type of Facility as set forth in Section VIII(1) of these criteria and guidelines a designated employee or employees of the City having executed a Tax Abatement Agreement with applicant or owner shall have access to the Facility to insure compliance with the Tax Abatement Agreement.

4. A Tax Abatement Agreement may be assigned to a new owner but only after written consent has been obtained from the City.

5. These guidelines and criteria are effective upon the date of their adoption by the City and shall remain in force for two years. At the end of the two year period these guidelines and criteria may be readopted, modified, amended or rewritten as the conditions may warrant.

6. Each affected jurisdiction shall determine whether or not said affected jurisdiction elects to become eligible to participate in tax abatement. In the event the affected jurisdiction elects by resolution to become eligible to participate in tax abatement, then such affected jurisdiction shall adopt guidelines and criteria by separate resolution forwarding a copy of both resolutions to all other affected jurisdictions.

7. These guidelines only apply to the City of Lubbock and any company wishing to apply for tax abatement from other taxing jurisdictions will need to contact the applicable taxing jurisdiction for their criteria and guidelines and requirements for applying for tax abatement.

8. In the event of a conflict between these guidelines and criteria and V.T.C.A., Tax Code, Chapter 312, then in such event the Tax Code shall prevail and these guidelines and criteria interpreted accordingly.

9. The guidelines and criteria once adopted by the City may be amended or repealed by a vote of three-fourths (3/4) of the members of the Lubbock City Council during the two-year term in which these guidelines and criteria are effective.

City of Lubbock
Application for Industrial Tax Abatement

This application should be filed prior to the beginning of construction or the purchase of equipment. If applying for a tax abatement in a jurisdiction other than City of Lubbock, a separate application must be completed for all other taxing jurisdictions. This application will become part of the Tax Abatement Agreement and any knowingly false representations will be grounds for the voiding of the agreement. An original copy of this request should be submitted to Mrs. Cheryl Brock, Capital Program Manager, Finance Department, City of Lubbock, 1625 13th Street, 2nd Floor, Lubbock, TX 79401.

Part I - Applicant Information

Application Date 7 / 10 / 2014

Company Name: X-Fab Texas, Inc.

Physical Address: 2301 N. University

Telephone: (806) 747-4400

Current Number of Employees: 362

Annual Sales: $60 Million +

Employees in City Limits: 358

Mailing Address: 2301 N. University

Years in Lubbock: 15

[X] Corporation [ ] Partnership [ ] Proprietorship

Attachment 1: Attach a description of the Applicant Company, including a brief history, corporate structure, business plan, and annual statement, if available.

Part II - Project Information

Location Address: 2301 N. University Zipcode: 79415

School District: LISD

Legal Description: see attached

Attachment 2: Attach site map showing project location and showing proposed construction if applicable

Project Description: [ ] New Construction [X] Expansion [ ] Modernization

Attachment 3: Attach statement fully explaining project, describe existing site and improvements, describe all proposed improvements and provide list of improvements and equipment for which abatement is requested, and list of any tangible personal property presently existing on the Real Property if it is an existing facility.

Is the site located in an Enterprise Zone? [X] Yes [ ] No

Section A – Facility Information

Type of Facility/abatement:

[X] Advanced Technologies and Manufacturing
[ ] Warehouse/Distribution
[ ] Research and Development
[ ] Value-added Agriculture Production
[ ] Medical Services
[ ] Information and Data Centers
[ ] Corporate Headquarters – Regional/National Service Center
[ ] The project is not included as a target industry, but has the potential of generating additional, significant economic development opportunities to Lubbock

Describe product or service to be provided: Semiconductor wafers

Is the company a producer, manufacturer, or distributor of goods and services of which 50 percent or more are distributed outside Lubbock. ☒ Yes ☐ No

Attachment 4: Provide documentation demonstrating that the facility will distribute or manufacture goods and services of which 50 percent or more are distributed outside of Lubbock County,

Is the company applying for tax abatement ☐ New Company to Lubbock ☒ Existing Company

The project meets one of the criteria in the Guidelines and Criteria Governing Tax Abatement for Industrial Projects, Section IV. 3. ☐ Yes ☐ No

Section B – Base Year Value
Attach a statement of the assessed value of the Real Property, Facility, or existing facility for the base year from the Lubbock Central Appraisal District.
Attachment 5 – Lubbock Central Appraisal District Assessed Value

Section C - Variance
Is the applicant seeking a variance? ☐ Yes ☒ No
If "yes," attach letter requesting and justifying the variance, with supplemental information.

PART III - ECONOMIC INFORMATION
Construction Estimate:

Start Date: September 1st, 2014 Contract Amount: $250,000.00

Completion Date: June 30, 2016 Peak Construction Jobs: 10

Modernization:

Estimated current economic life of structure greater or equal 10 years

Added economic life from modernization 5 to 15 years

Permanent Job Creation/Retention:

Current employment: 362 Jobs to be Retained: 100

Jobs created at opening: _____ By year 20 23 75

If existing facility, what is the current plant payroll: $ 19,000,000.00

Estimated amount of new payroll: $ 4,000,000.00 per year by 2023

Estimated Appraised Value On Site	Land	Improvements	Personal Property
Value on January 1 preceding abatement	623,448	6,910,011	8,037,669
Estimated value of new abatable improvements	NA	250,000	13,965,000
Estimated value of properties not subject to abatement			
Estimated value of property after improvements	623,448	7,160,011	22,002,669

Do you certify that this business (including any branch, division, or department of this business) does not currently, and will not knowingly in the future, employ an undocumented worker? ☒ Yes ☐ No

Company Representative to be Contacted:

Ed Pascasio
Name

CFO
Title

2301 N. University
Address

Lubbock, Texas 79415
Address

ed.pascasio@xfab.com
e-mail

Authorized Company Official:

Authorized Signature

Ed Pascasio, CFO
Name & Title

806-747-4400, ext. 2183
Phone Number

ed.pascasio@xfab.com
e-mail

Attachment 1

X-Fab Texas Inc

X-Fab Texas began operations on Feb 1st 1999, in the former Texas Instruments facility in North Lubbock. X-Fab Texas is a member of X-Fab Silicon Foundries Group, which is headquartered in Erfurt, Germany, and today has five wafer production locations: Lubbock Texas, Erfurt Germany, Dresden Germany, Itzehoe Germany and Kuching Malaysia.

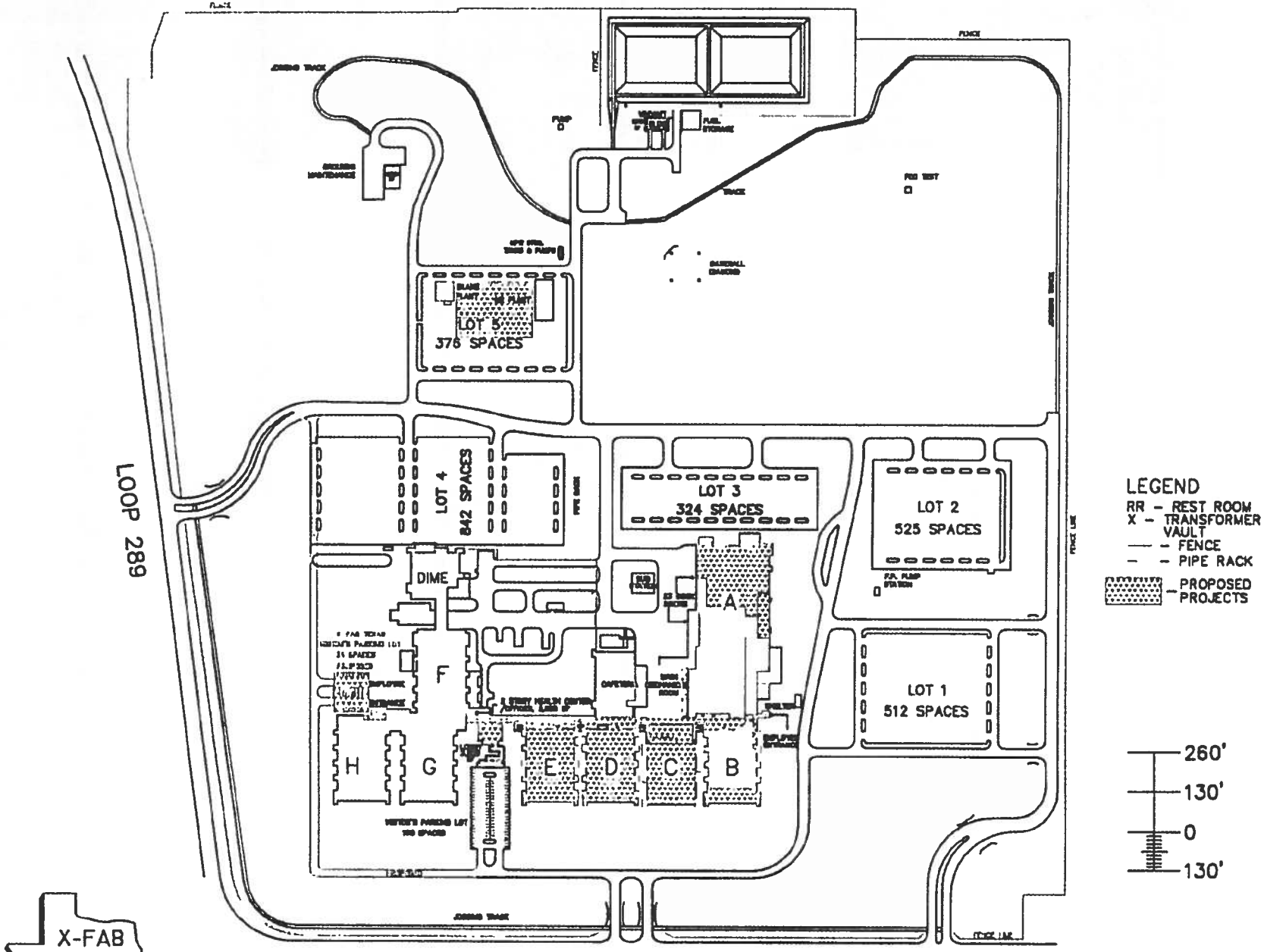
X-FAB Silicon Foundries is one of the world's leading analog/mixed-signal pure play foundry groups. The group manufactures silicon wafers for analog-digital integrated circuits (commonly referred to as mixed-signal ICs). Wafers are manufactured utilizing ultra-modern modular CMOS and BiCMOS processes with technologies ranging from 1.0 to 0.13 micrometers. The primary applications are for the automotive, communications, consumer and industrial sectors. In the case of X-Fab Texas virtually all of its production is exported out of Texas and the vast majority is exported out of the U.S.

X-Fab Texas has established itself as a strong supplier of foundry services. To maintain our position in the market place and to achieve additional growth, in the out years, it is necessary for X-Fab Texas to invest heavily in advanced technologies and materials. Being selected as the Six Inch Silicon Carbide Wafer Foundry for the Next Generation Power Electronics Manufacturing Innovation Institute puts us in a strong position to achieve long term viability for our business and employees.

The current set of expansion/modernization projects will allow X-Fab Texas's to convert 2,000 wafers a month of its silicon wafer capacity to advanced Wide BandGap (WBG) materials, specifically GaN & SiC. As well as modernizing our facility infrastructure though upgrades and the build-out of a WBG backend cleanroom.

X–FAB TEXAS – LUBBOCK

SECTION III – ATTACHMENT 3.B.1



X–FAB TEXAS – LUBBOCK, TX

DATE: 02–12–99

Part II—Legal Description

EXHIBIT "A" LEGAL
DESCRIPTION

SITUATED in the City of Lubbock and being all of Tract A, Texas Instruments Addition, an addition to the City of Lubbock according to the map, plat and/or dedication deed thereof, recorded in Volume 1363, Page 977, Deed Records of Lubbock County, Texas (D.R.L.C.T.) and all of that abandoned Drake Street as described by Correction Quit Claim Deed from the City of Lubbock to Texas Instruments Incorporated, a Delaware corporation, recorded in Volume 1541, Page 32, D.R.L.C.T. and being more particularly described by metes and bounds as follows:

BEGINNING at an aluminum disk monument found at the Northeast corner of said Drake Street on the South line of Block 1, Lubbock State School Addition, an addition to the City of Lubbock, according to the map, plat and/or dedication deed thereof, recorded in Volume 1143, Page 677, D.R.L.C.T. and also being North 0 deg. 01 min. 09 sec. East - 10.00 feet from the Northwest corner of Lot 1, Lawson Addition, an addition to the City of Lubbock, according to the map, plat and/or dedication deed thereof, recorded in Volume 838, Page 211, D.R.L.C.T.

THENCE South 0 deg. 01 min. 09 sec. West, along the East line of said abandoned Drake Street, at 10.00 feet, passing the Northwest corner of said Lawson Addition, continuing along the West line of said Lawson Addition, at 60.00 feet, passing the Southeast corner of said abandoned Drake Street and the most Northerly Northeast corner of said Texas Instruments Addition, continuing on for a total distance of 139.91 feet to an aluminum disk monument found for the Southwest corner of said Lawson Addition;

THENCE South 89 deg. 58 min. 01 sec. East, along the North line of said Texas Instruments Addition and the South line of said Lawson Addition, a distance of 143.27 feet to an aluminum disk monument found for the most Easterly Northeast corner of said Texas Instruments Addition and the Southeast corner of said Lawson Addition on the West Right-of-way of University Avenue (F.M. 1264, variable width R.O.W.);

THENCE South 0 deg. 32 min. 04 sec. East, along the East line of said Texas Instruments Addition and the West Right-of-way of said University Avenue, a distance of 2422.31 feet to a 1/2 inch iron rod set for corner;

THENCE North 89 deg. 27 min. 56 sec. East, along the East line of said Texas Instruments Addition and the West Right-of-way of said University Avenue, a distance of 10.00 feet to a 1/2 inch iron rod set for corner in the North Right-of-way of Loop 289 at the beginning of a curve to the right having a radius that bears North 89 deg. 50 min. 33 sec. West, a distance of 215.00 feet;

THENCE Along the North Right-of-way of said Loop 289 and along said curve to the right, with a chord that bears South 42 deg. 01 min. 23 sec. West - 286.98 feet, through a central angle of 83 deg. 43 min. 52 sec. and an arc length of 314.20 feet to a concrete Right-of-way marker found for corner at the end of said curve;

THENCE South 84 deg. 14 min. 24 sec. West, along the North Right-of-way of said Loop 289, a distance of 833.14 feet to an aluminum disk monument found for corner at the beginning of a curve to the left having a radius that bears South OS deg. 45 min. 28 sec. East, a distance of 5879.65 feet;

THENCE Along the North Right-of-way of said Loop 289 and along said curve to the left, with a chord that bears South 82 deg. 04 min. 50 sec. West - 443.52 feet, through a central angle of 04 deg. 19 min. 23 sec. and an arc length of 443.63 feet to an aluminum disk monument found • for corner at the end of said curve;

THENCE South 83 deg. 47 min. 51 sec. West, along the North Right-of-way of said Loop 289,. a distance of 766.83 feet to a concrete Right-of-way marker found for corner;

THENCE South 73 deg. 26 min. 45 sec. West, along the North Right-of-way of said Loop 289, a distance of 266.20 feet to an aluminum disk monument found for corner;

THENCE South 89 deg. 52 min. 26 sec. West, along the North Right-of-way of said Loop 289, a distance of 599.04 feet to an aluminum disk monument found for the Southwest corner of said Texas Instruments Addition and the Southeast corner of a called 286.15 acre tract of land conveyed to the City of Lubbock as described in a deed recorded in Volume 370, Page 55, D.R.L.C.T.;

THENCE North 0 deg. 00 min. 37 sec. East, along the West line of said Texas Instruments Addition and the East line of said 286.15 acre tract, a distance of 2318.79 feet to an aluminum disk monument found for the most Westerly Northwest corner of said Texas Instruments Addition;

THENCE South 89 deg. 56 min. OS sec. East, a distance of 100.19 feet to an aluminum disk monument found for an inside ell corner of said Texas Instruments Addition;

THENCE North 0 deg. 00 min. OS sec. West, along the West line of said Texas Instruments Addition and the East line of said 286.15 acre tract, at 706.65 feet, passing the Southwest corner of the above mentioned abandoned Drake Street and continuing for a total distance of 766.65 feet to an aluminum disk monument found for the most Northerly Northwest corner of said Texas Instruments Addition and the Northwest corner of said abandoned Drake comer on the South line of the above mentioned Block 1, Lubbock State School Addition;

THENCE South 89 deg. 53 min. 30 sec. East, along the North line of said Drake Street and the South line of Block 1, Lubbock State School Addition, a distance of 2800.50 feet to the POINT OF BEGINNING and containing 203.377 acres of land.

Part II – Project Description

Attachment 3

a) Convert/modernized 2,000 wafers a month of its silicon wafer capacity to advanced Wide BandGap (WBG) materials, specifically GaN & SiC

b) Proposed improvements of the Real Property

(1) Proposed improvements of the Real Property

-Modernized facility infrastructure

-Industrial Waste System

-HVAC replacements

-Build-out WBG Back-end Cleanroom

Conversion/Modernization of Equipment Capabilities

Qty	Equipment	Budget
1	Hi-Temp Implanter	4,000,000.00
1	Back-grind	1,270,000.00
1	I4 Stepper	700,000.00
1	Atomic Layer Deposition	1,000,000.00
1	Backside Metal Sputter	795,000.00
1	Hi-Temp Anneal	1,250,000.00
1	Backside Anneal	750,000.00
1	Hi-Voltage Tester	500,000.00
1	Taper/De-taper	300,000.00
1	Eagle-View Inspection	700,000.00
1	Bonder/De-bonder	600,000.00
5	Misc. Back-end equipment	1,000,000.00
1	Auto Wet Etch Bench	600,000.00
5	Wafer Sorter/Metrology Equip.	500,000.00
	Estimated equipment list	**13,965,000.00**

ATTACHMENT 3

X-Fab Texas, Inc

2013 Assets	as of 12/31/2013	Our 2013 Submission Acquisition Value	Our 2013 Submission FMV	Our 2012 Submission Acquisition Value	Our 2012 Submission FMV	Delta Acquisition Value	Delta FMV	Comments
Computer Equipment	in production	1,408,944.46	438,308.91	1,374,778.96	480,406.39	34,165.50	(42,097.48)	
Furniture & Fixtures	in production	132,404.06	9,943.34	132,404.06	10,387.58	-	(444.24)	
Automobiles	in production	40,606.77	18,520.84	17,296.00	1,037.76	23,310.77	17,483.08	
Consigned Tools Owned By Cymbet	Not in production - Under Construction	-	-	-	-	-	-	
X-Fab Tools Used in Cymbet Process	in production	3,317,617.90	49,281.61	3,317,617.90	70,481.41	-	(21,199.79)	
Manufacture Assets	in production	90,377,274.65	976,965.15	86,285,511.21	940,317.95	4,091,763.44	36,647.20	
Manufacture Assets	idled	23,236,085.50	1,381,742.41	25,503,086.03	125,740.80	(2,267,000.53)	1,256,001.61	
Semi Durable Tools	in production	954,701.38	378,513.38	1,026,993.38	440,523.17	(72,292.00)	(62,009.79)	
Under Construction	in production	2,404,649.23	462,894.98	5,137,558.81	988,980.07	(2,732,909.58)	(526,085.09)	
Assets Held for Sale	in production	16,353.33	327.07	16,353.33	327.07	-	-	
Totals		**$ 121,888,637.28**	**$ 3,716,497.69**	**122,811,599.68**	**$ 3,058,202.20**	**$ (922,962.40)**	**$ 658,295.50**	
Inventory		4,066,327.40	1,176,605.78	4,287,065.86	1,154,240.34			
Totals		**$ 125,954,964.68**	**$ 4,893,103.48**	**$ 127,098,665.54**	**$ 4,212,442.54**			
Freeport Exemption			1,150,826.91		1,133,471.73			
-Taxable Value			**$ 3,742,276.56**		**$ 3,078,970.80**			

ATTACHMENT 4

2013 Product Distribution Profile

Sales outside of Lubbock 100%

Sales outside of Texas 99.7%

Sales outside of U.S. 92.6%

Lubbock Central Appraisal District
2109 Avenue Q
PO Box 10542
Lubbock, TX 79408-3542
806-762-5000 EXT: 5
www.lubbockcad.org

NOTICE OF APPRAISED VALUE

This is NOT a Tax Bill

7069

Date: 06/06/2014

Quick Ref#: R39313 R846400-00010-00010-000
3452 1 AV 0.381 **AUTO**5-DIGIT 79464 2 FT 14

X FAB TEXAS INC
2301 N UNIVERSITY AVE
LUBBOCK TX 79415-1717

3452
1 of 2

QuickRef#: (Refer to this # when inquiring about your property)
R39313 R846400-00010-00010-000
Street Address:
2301 N UNIVERSITY AVE LUBBOCK TX 79415
Property Description:
TEXAS INSTRUMENTS TR A & CLOSED STREET LESS 6 ACRES

DBA: X FAB TEXAS INC, AIR PRODUCTS & CHEMICAL

Dear Property Owner:
We have appraised the property listed above for the 2014 tax year. Based on the appraisal date of January 1 of this year, the appraisal is as follows:

Appraised Information	Last Year	Proposed This Year
Land's Market Value	598,448	598,448
Agricultural Market Value	0	0
Agricultural Productivity Value	0	0
Improvements (Buildings) Appraised Value	7,092,205	6,910,011
Personal Property Appraised Value	0	0
Mineral Interest Appraised Value	0	0
Total Market Value of this Property	7,690,653	7,508,459
Total Appraised Value (with Homestead Limit) **	7,690,653	7,508,459
Exemptions		

Last Year's Taxable	Taxing Units	Proposed Appraised	Proposed Exemptions	Proposed Taxable (Less Exemptions)	Last Year's Tax Rate	Proposed Tax Estimate
7,690,653	Lubbock County	7,508,459	0	7,508,459	0.345310	25,927.46
7,690,653	Lubbock ISD	7,508,459	0	7,508,459	1.235000	92,729.47
7,690,653	City Of Lubbock	7,508,459	0	7,508,459	0.504410	37,873.42
7,690,653	Lubb Cnty Hospital	7,508,459	0	7,508,459	0.118440	8,893.02
7,690,653	Hi Plains Water	7,508,459	0	7,508,459	0.008100	608.19
	TOTAL					166,031.56

The above tax estimates use last year's tax rate for the taxing units. The governing body of each taxing unit listed on this notice decides whether property taxes increase. The appraisal district only determines property values.

The Texas Legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials, and all inquiries concerning your taxes should be directed to those officials.

*If you are 65 or older and received the $10,000 school tax exemption on your home last year from the school listed above, your school taxes for this year will not be higher than when you first received the exemption on this home. If you are disabled and received the $10,000 school tax exemption on your home last year from the school listed above, your school taxes for this year will not be higher than the 2003 taxes or the first year you received the exemption, whichever is later. If your county or city has approved a limitation on your taxes, your county or city taxes will not be higher than the first year your county or city approved the limitation or the first year you qualified for the limitation. If you improved your property (by adding rooms or buildings) your school, county, or city tax ceiling may increase for these improvements. If you are a surviving spouse age 55 or older, you may retain the tax ceiling.

**Your residence homestead is protected from future appraisal value increases in excess of 10% of the appraised value of the property for the preceding tax year plus the value of any new improvements.

Contact the appraisal office if you disagree with this year's proposed value for your property or if you have any problems with the property description or address information. If the problem cannot be resolved, you have the right to schedule a hearing with the Appraisal Review Board (ARB) by filing a WRITTEN protest with the Board. You may either use the form provided or prepare a letter (including your name, your property's description, and any appraisal office actions with which you disagree). Your protest must be delivered by mail to the address above or in person at the appraisal district office before the protest deadline.

If you have any questions or need more information, please contact the appraisal office at the phone number or address listed above.

2009 Appraised Value: 8,500,000
%Chg (2009 to 2014): -12 %

Protest Deadline: 07/07/2014
ARB Hearings Begin: 05/05/2014
Location of ARB Hearings: 2109 Avenue Q

Lubbock Central Appraisal District
2109 Avenue Q
PO Box 10542
Lubbock, TX 79408-3542
806-762-5000 EXT: 5
www.lubbockcad.org

NOTICE OF APPRAISED VALUE

This is NOT a Tax Bill

10729

Notice of 10% penalty assessed. A timely rendition was not filed.

Date: 06/06/2014

Quick Ref#: P314767
5353 1 AV 0.381 **AUTO**5-DIGIT 79464 2 FT 19

X FAB TEXAS INC
2301 N UNIVERSITY AVE
LUBBOCK TX 79415-1717

5353
1 of 2

QuickRef#: (Refer to this # when inquiring about your property)
P314767
Street Address:
2301 N UNIVERSITY AVE LUBBOCK TX 79415
Property Description:
FFM&E

DBA: X FAB TEXAS INC

Dear Property Owner:
We have appraised the property listed above for the 2014 tax year. Based on the appraisal date of January 1 of this year, the appraisal is as follows:

Appraised Information	Last Year	Proposed This Year
Land's Market Value	0	0
Agricultural Market Value	0	0
Agricultural Productivity Value	0	0
Improvements (Buildings) Appraised Value	0	0
Personal Property Appraised Value	8,262,052	8,037,669
Mineral Interest Appraised Value	0	0
Total Market Value of this Property	8,262,052	8,037,669
Total Appraised Value (with Homestead Limit) **	8,262,052	8,037,669
Exemptions	PC	PC

Last Year's Taxable	Taxing Units	Proposed Appraised	Proposed Exemptions	Proposed Taxable (Less Exemptions)	Last Year's Tax Rate	Proposed Tax Estimate
8,183,681	Lubbock County	8,037,669	78,371	7,959,298	0.345310	27,484.25
8,183,681	Lubbock ISD	8,037,669	78,371	7,959,298	1.235000	98,297.33
8,183,681	City Of Lubbock	8,037,669	78,371	7,959,298	0.504410	40,147.50
8,183,681	Lubb Cnty Hospital	8,037,669	78,371	7,959,298	0.118440	9,426.99
8,183,681	Hi Plains Water	8,037,669	78,371	7,959,298	0.008100	644.70
	TOTAL					176,000.77

The above tax estimates use last year's tax rate for the taxing units. The governing body of each taxing unit listed on this notice decides whether property taxes increase. The appraisal district only determines property values.

The Texas Legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials, and all inquiries concerning your taxes should be directed to those officials.

*If you are 65 or older and received the $10,000 school tax exemption on your home last year from the school listed above, your school taxes for this year will not be higher than when you first received the exemption on this home. If you are disabled and received the $10,000 school tax exemption on your home last year from the school listed above, your school taxes for this year will not be higher than the 2003 taxes or the first year you received the exemption, whichever is later. If your county or city has approved a limitation on your taxes, your county or city taxes will not be higher than the first year your county or city approved the limitation or the first year you qualified for the limitation. If you improved your property (by adding rooms or buildings) your school, county, or city tax ceiling may increase for these improvements. If you are a surviving spouse age 55 or older, you may retain the tax ceiling.

**Your residence homestead is protected from future appraisal value increases in excess of 10% of the appraised value of the property for the preceding tax year plus the value of any new improvements.

Contact the appraisal office if you disagree with this year's proposed value for your property or if you have any problems with the property description or address information. If the problem cannot be resolved, you have the right to schedule a hearing with the Appraisal Review Board (ARB) by filing a WRITTEN protest with the Board. You may either use the form provided or prepare a letter (including your name, your property's description, and any appraisal office actions with which you disagree). Your protest must be delivered by mail to the address above or in person at the appraisal district office before the protest deadline.

If you have any questions or need more information, please contact the appraisal office at the phone number or address listed above.

2009 Appraised Value: 13,325,000
%Chg (2009 to 2014): N/A

Protest Deadline: 07/07/2014
ARB Hearings Begin: 05/05/2014
Location of ARB Hearings: 2109 Avenue Q

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

Meeting Date: 08/28/2014

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2014-O0105 abandoning and closing an access, underground utility and drainage easement, located in Lots 1-47 and Tract C, Raider Ranch Addition, Lubbock County, Texas.

Item Summary

On July 24, 2014, the City Council approved the first reading of the ordinance.

This ordinance abandons and closes an access, underground utility and drainage easement located in Tract C, Raider Ranch Addition. The closures are west of Milwaukee Avenue on 43rd Street. The easements are no longer needed.

All utility companies and Storm Water Engineering is in agreement with this closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Raider Ranch

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING AN ACCESS EASEMENT, UNDERGROUND UTILITY EASEMENT AND DRAINAGE EASEMENT (COLLECTIVELY, THE "EASEMENTS"), LOCATED IN TRACT C, RAIDER RANCH, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, AS SHOWN ON THE CERTAIN PLAT THEREOF FILED OF RECORD UNDER COUNTY CLERK NO. 2008020931, OFFICIAL PUBLIC RECORDS, LUBBOCK COUNTY, TEXAS, INSOFAR AND ONLY INSOFAR AS THE EASEMENTS COVER AND ENCUMBER THAT CERTAIN TRACT OF LAND DESCRIBED IN EXHIBIT "A", ATTACHED HERETO (THE "ABANDONMENT TRACT"); DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID PARTIAL ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the Easements, INSOFAR AND ONLY INSOFAR as the Easements cover and encumber the Abandonment Tract, are no longer needed for easement purposes and for public use; and it would be in the public interest to partially close, vacate and abandon the same for easement purposes and for public use, and it would be in the public interest to partially close, vacate and abandon the same, all as expressly provided herein; NOW THEREFORE:

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

SECTION 1. THAT the Easements, INSOFAR AND ONLY INSOFAR as the Easements cover and encumber the Abandonment Tract, BE and the same are hereby closed, vacated and abandoned for easement purposes and for public use.

SECTION 2. THAT the City hereby expressly retains and reserves, and this Ordinance shall not affect, any right, title or interest that the City may own, occupy, hold or possess under or pursuant to the Easements, INSOFAR as said Easements may cover and encumber lands other than the Abandonment Tract, and said Easements, INSOFAR as they may cover and encumber lands other than the Abandonment Tract, shall remain valid and subsisting and in full force and affect in accordance with the terms thereof.

SECTION 3. THAT the City Engineer is hereby authorized and directed to mark the official maps of the City of Lubbock to reflect said partial 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 this _____, 2014.

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Richard Casner, Natural Resources and Utility Attorney

A&C-Easement-Raider Ranch.ord
7.8.14

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

LAND SURVEYORS
CIVIL ENGINEERS

EXHIBIT "A"

METES AND BOUND DESCRIPTION of a 0.0116 acre tract of land being a portion of an access, underground utility and drainage easement as dedicated by plat recorded under County Clerk File No. (CCFN) 2008020931 of the Official Public Records of Lubbock County, Texas, (OPRLCT), located in Tract C, Raider Ranch, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under CCFN 2008020931, OPRLCT, being further described as follows:

BEGINNING at an 80 penny nail for the Northeast corner of this tract which bears South a distance of 185.76 feet and West a distance of 604.38 feet from the Northeast corner of said Tract C, Raider Ranch;

THENCE S. 03°56'42" E. a distance of 18.00 feet to an 80 penny nail set for the Southeast corner of this tract;

THENCE S. 86°03'18" W. a distance of 29.00 feet to an 80 penny nail set for the Southwest corner of this tract;

THENCE N. 03°56'42" W. a distance of 18.00 feet to an 80 penny nail set for the Northwest corner of this tract;

THENCE N. 86°03'18" E. a distance of 29.00 feet to the Point of Beginning.

Contains: 504.00 square feet.

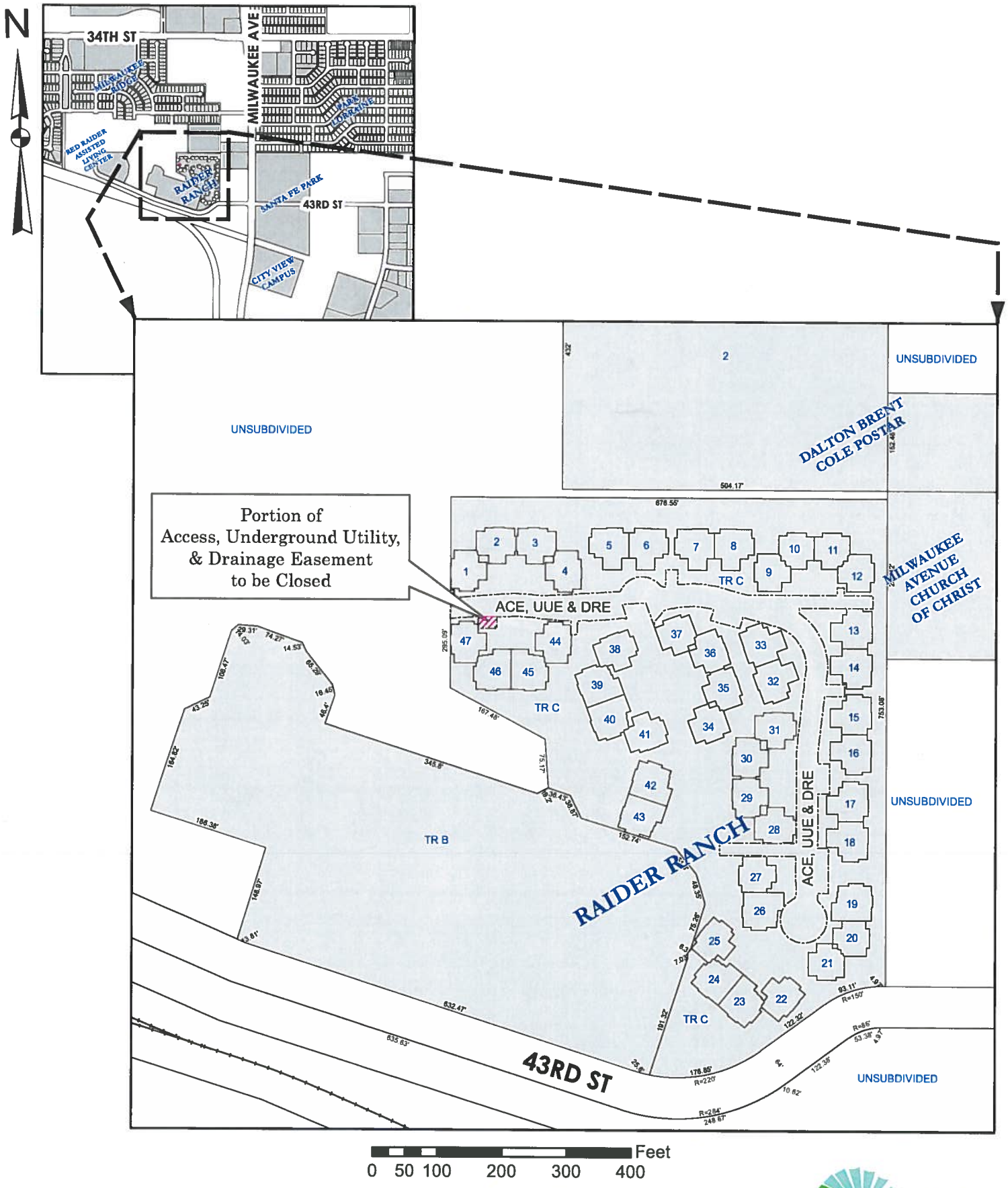
Bearings are relative to the recorded final plat of Lots 1-47 and Tract C, Raider Ranch Addition to the City of Lubbock, Lubbock County, Texas.

DATE: July 3, 2014
July 7, 2014: revised to correct CCFN number.

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

STATE OF TEXAS
REGISTERED
BRENT CARROLL
5410
PROFESSIONAL
LAND SURVEYOR

Proposed Closing of a Portion of an Access, Underground Utility and Drainage Easement Located in Tract C, Raider Ranch 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: 08/28/2014

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2014-O0063 abandoning and closing a drainage easement located in Section 38, Block AK, Lubbock County, Texas, Milwaukee and 43rd Street.

Item Summary

On April 24, 2014, the City Council approved the first reading of the ordinance.

This ordinance is to close and abandon a drainage easement located in Section 38, Block AK, west of Milwaukee and north of 43rd Street. The easement is no longer needed due to development purposes and a new drainage easement will be dedicated to replace the closure. Storm Water Engineering is in agreement with the easement closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Raider Ranch

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A DRAINAGE EASEMENT LOCATED IN SECTION 38, BLOCK AK, 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 Section 38, Block AK.ord
3.27.14

EXHIBIT
tabbies "A"

DED 2007046419
3 PGS

CITY OF LUBBOCK
PLANNING DEPARTMENT
P.O. BOX 2000
LUBBOCK, TEXAS 79457

DEDICATION OF DRAINAGE EASEMENT

RAIDER RANCH, LP, a Texas limited partnership ("Owner") is the owner of a tract of land (the "Property") more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

In consideration of the benefits to be derived by its remaining property in the vicinity, Owner hereby dedicates the Property to the PUBLIC as a drainage easement.

Owner reserves the right to use the Property for any purpose which does not unreasonably and adversely interfere with the use of the Property for the purposes stated herein. If any person, in connection with the use of the easement dedicated herein, shall damage or destroy any paved parking, landscaping, irrigation systems or other improvements installed on the Property by Owner or its successors, legal representatives or assigns, such person, at its expense, promptly shall repair and replace such damaged or destroyed improvements so that the same are in as good a condition as they were in prior to the damage or destruction.

NEW SOUTH FEDERAL SAVINGS BANK ("Lender"), holder of a lien or liens of record against the Property, joins in this dedication for the sole purpose of consenting thereto and subordinating its rights in the Property to the dedications contained herein.

EXECUTED as of the 15th day of NOVEMBER, 2007.

OWNER:

RAIDER RANCH, LP, a Texas limited partnership
By: RAIDER RANCH GP, LLC, a Texas limited liability company, General Partner

By: Clayton Brue Ison
Printed Name: CLAYTON BRUE ISON
Title: MANAGER

\\Kathleen\kathleen_c\WRK\Real Estate\Raider Ranch Easement Dedication 2.wpd

LENDER:

NEW SOUTH FEDERAL SAVINGS BANK

By: Roger D Murphree
Printed Name: Roger D. Murphree
Title: Sr. Exec. V.P. + COO

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

The foregoing instrument was acknowledged before me on the 15th day of November, 2007, by Clayton Bruce Isom, as manager of RAIDER RANCH GP, LLC, a Texas limited liability company, General Partner of RAIDER RANCH, LP, a Texas limited partnership.

SUSANNA ENABNIT
Notary Public, State of Texas
My Commission Expires
July 31, 2011

Susanna Enabnit
Notary Public, State of Texas
Printed Name: Susanna Enabnit
My commission expires: 7/31/2011

THE STATE OF Alabama §

COUNTY OF Jefferson §

The foregoing instrument was acknowledged before me on the 8th day of November, 2007, by Roger D. Murphree Sr. Exec. V.P. + COO of NEW SOUTH FEDERAL SAVINGS BANK.

Kelly P. O'Rear
Notary Public, State of Alabama
Printed Name: Kelly P. O'Rear
Commission Expires: 6/8/2011

EXHIBIT "A"

ABACUS ENGINEERING SURVEYING

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

"Count on it"

Drainage Easement

FIELD NOTES on a drainage easement shown on the proposed Plat of Tract B, Raider Ranch Addition to the City of Lubbock, Lubbock County, Texas, a 6.765 acre tract out of Section 38, Block AK, Lubbock County, Texas, and being out of the 32.090 acre tract described in Lubbock County Clerk File 2007000019, being further described by metes and bounds as follows:

BEGINNING at a point in the North line of the 32.090 acre parent tract which bears South, 1812.83 feet and West, 1000.89 feet from the Northeast corner of Section 38, Block AK;

THENCE S00°00'47" W, 295.09 feet,

THENCE S61°58'14" E, 167.48 feet,

THENCE S03°48'51" E, 75.17 feet to a set 1/2" rod with cap marked RPLS 4460 in a Northerly line of proposed Tract B, Raider Ranch Addition;

THENCE S63°40'20" W, with a Northerly line of said Tract B, 19.20 feet to a set 1/2" rod with cap;

THENCE N72°05'23" W, with a Northerly line of said Tract B, 275.80 feet,

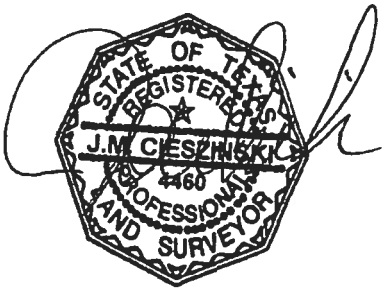
THENCE N18°33'54" E, 45.60 feet;

THENCE N67°26'29" E, 89 11 feet,

THENCE N00°00'47" E, 295.08 feet;

THENCE East, along the North line of the said 32.090 acre Parent Tract, 30 00 feet to the PLACE of BEGINNING and containing 0.790 Acres, including any Right of Way.

These Notes are based on a Survey Made on the Ground and shown on the proposed Plat of Tract B, Raider Ranch Addition
Jonathan M. Cieszinski RPLS # 4460
October 26, 2007

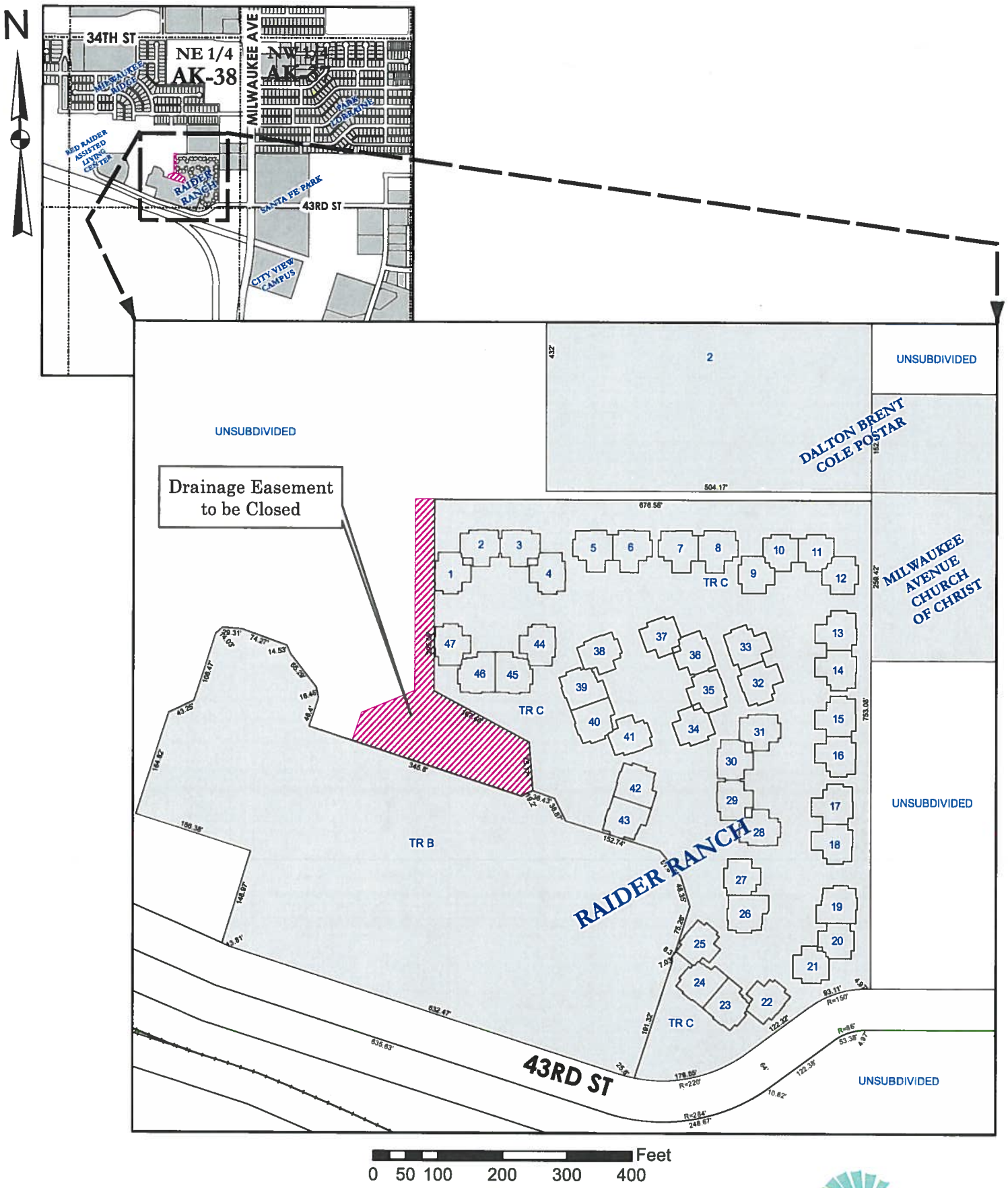


FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk
Lubbock County TEXAS
November 20, 2007 02:48:05 PM
FEE: $24.00 2007046419

Proposed Closing of a Drainage Easement
Located Adjacent to Tracts B & C, Raider Ranch Addition,
Section 38, Block AK



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City of Lubbock TEXAS

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

Meeting Date: 08/28/2014

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Veteran-Purchaser, Roy Lee Clark, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 15, Block JS, Lubbock County, Texas.

Item Summary

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

The purchase price is $845 plus closing cost with West Texas Title Company.

Fiscal Impact

$26,500,000 is appropriated in Capital Improvement Project 92255, Bailey County Well Field Supply Line/Pumping System, with $845 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Easement - Roy Clark

Budget Detail

CIP Detail

RESOLUTION

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

THAT the City Council hereby accepts on behalf of the City of Lubbock an Easement as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 15, Block JS, Lubbock, Lubbock County, Texas, for the Bailey County Well Field Supply Line Project, and related documents. Said Easement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

THAT the consideration for the Easement shall be $845.00 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

RES.Easement-Clark
August 11, 2014

EASEMENT

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

That the undersigned Veteran-Purchaser, ROY LEE CLARK, Grantor herein, whose mailing address is 1311 North County Road 1600, Lubbock, Texas 79353, with the approval of the Veterans Land Board, acting by and through its Chairman, Executive Secretary, or other designated official whose mailing address is 1 Corporate Drive, Suite 360, Lake Zurich, Illinois, 60047, hereinafter collectively referred to as GRANTOR, for consideration in the amount of $845.00 of which $345.00 is the value of the permanent easement taking, to it paid by The City of Lubbock, Texas (the "Grantee") with offices at 1625 13th Street, Lubbock, Texas 79401, the receipt and sufficiency of which are hereby acknowledged, has granted and does by these presents grant unto Grantee the following described perpetual exclusive easement, servitude and right-of-way, as described herein (hereinafter called the "Easement") through, over, under, upon, across and within the lands, as described in Warranty Deed from Bobby Day aka Bobby G. Day to the Veterans Land Board and recorded in Volume 5534, Page 167, of the Official Real Property Records of Lubbock County and more particularly described in Exhibit A (hereinafter called the "Lands" or "Easement Lands") situated in Lubbock County, Texas. The land herein described is under Contract of Sale and Purchase to Grantor herein, who will receive a deed to said land when the Grantor is in full compliance with all of the terms of said contract. Grantor executes this instrument with the approval of the Texas Veterans Land Board, in accordance with the regulations of said Board, which approval is signified by the signature of its Chairman or Executive Secretary or other designated official, duly authorized thereunto.

Pipelines and Equipment

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

shall terminate and expire upon the completion of all construction activities related to that portion of the Pipeline System situated within the Easement.

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

1. Grantee may use and occupy the Easement for the sole purpose of: (a) the right to perform Permitted Uses related to the Pipeline System; (b) the right (for men, material, and equipment) of ingress and egress and regress to and from and access on and along said Easement granted herein, with the right to ingress and egress and regress to and from and access on and along said Easement, for the Permitted Uses; and (c) the right to locate the Pipeline System through, over, under, upon, across and within the Easement for the purpose of water/waste water transportation.

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

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

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

5. Grantor and Grantee agree that during construction related to the Pipeline System, any and all trees, dirt, raw materials, timber, spoil piles, excess dirt, wood, bushes, shrubs and brush, and other debris materials shall, be removed by Grantee from Grantor's property.

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

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

8. During construction of the Pipeline System, Grantee shall provide reasonable access to Grantor's property. Within the Easement, Grantee shall have the right to cut fences and install gates to enable Permitted Uses for the Pipeline System.

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

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

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

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

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

A. detouring around natural impediments within the Easement; or

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

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

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

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

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

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

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

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

21. Neither party shall be liable to the other party or any of such party's affiliates in any action or claim, including without any limitation, any action or claim for loss of profit, loss of product, loss of use, or for indirect, consequential, punitive, exemplary, special or other similar types of damages, regardless of how caused and regardless of the underlying theory of recovery, and even if caused by the sole or concurrent negligence of the responsible party.

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

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

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

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

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

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

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

[*Signatures of the Parties on Next Page*]

EXECUTED this 2nd day of July, 2014 ("Effective Date").

GRANTOR:

Roy Lee Clark

Roy Lee Clark

VETERANS LAND BOARD OF THE STATE OF TEXAS

APPROVED THIS 25 DAY
OF July, 2014.

By: Jerry E. Patterson

Jerry E. Patterson, Chairman

Executive Secretary
Legal
General Counsel
Chief Clerk

GRANTEE:

The City of Lubbock

By:_____

Name:_____

Title: _____

ATTEST:

_____
Rebecca Garza, City Secretary

[Acknowledgements *of the Parties on Next Page]*

APPROVED AS TO CONTENT:

R. Reid Smith
DIRECTOR OF PUBLIC WORKS
CITY OF LUBBOCK

APPROVED AS TO FORM:

Ryan J. Bigbee, Attorney

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on July 3rd, 2014, by Roy Lee Clark.

WILLIAM BALDWIN
Notary Public, State of Texas
My Commission Expires
February 28, 2018

Notary Public, State of Texas
William Baldwin
Printed Name of Notary
My commission expires: 2/28/2018

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned Notary Public in and for the said County and State, on this day personally appeared **Jerry E. Patterson**, known to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the Veterans Land Board of the State of Texas and that he executed the same as the act of such Veterans Land Board of the State of Texas for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25 day of July A.D., 2014

Vicki M. Gonzales
Notary Public in and for Travis County, Texas

Vicki M. Gonzales
Notary Public
State of Texas
My Commission Expires
JULY 25, 2017
NOTARY WITHOUT BOND

STATE OF TEXAS §
COUNTY OF LUBBOCK §

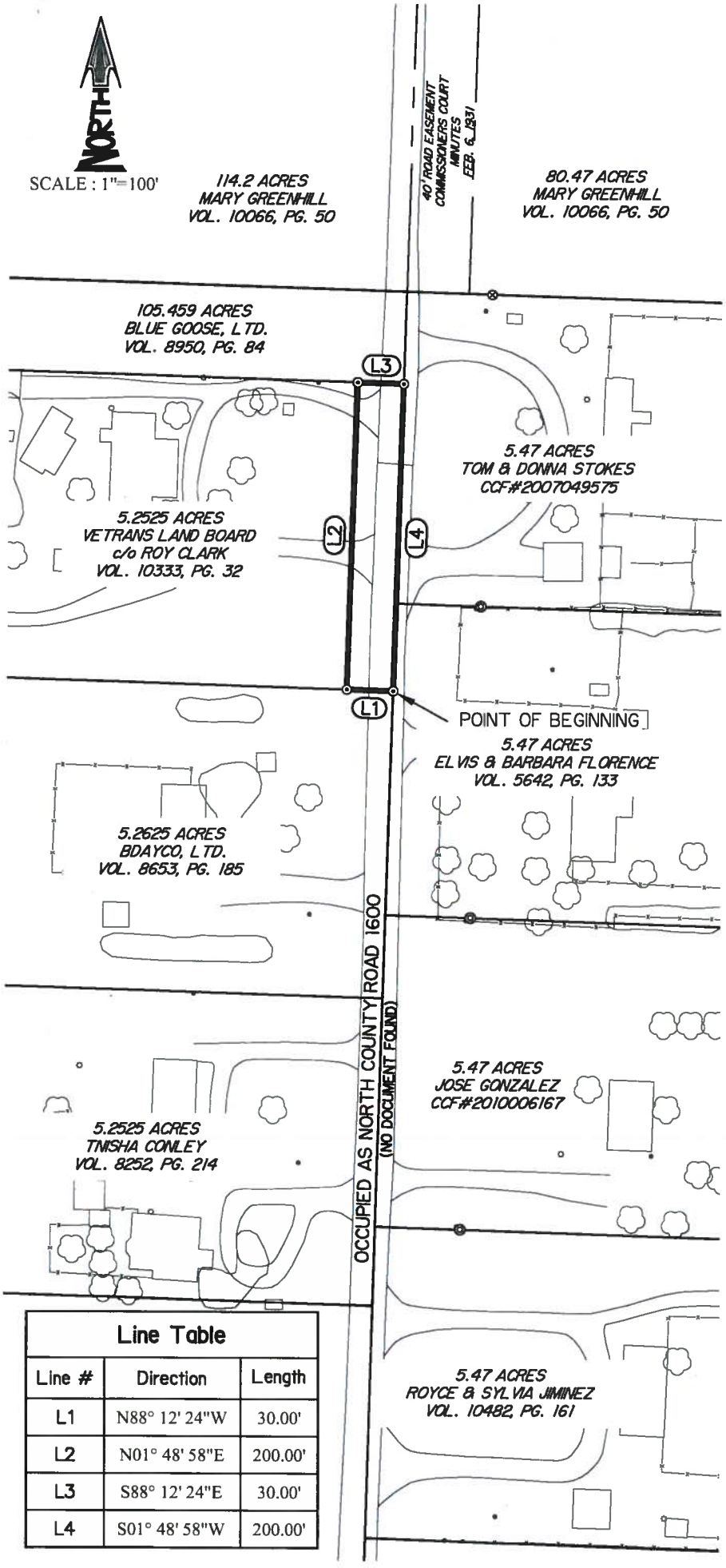
This instrument was acknowledged before me on _____, 2014, by GLEN ROBERTSON on behalf of the City of Lubbock, a Texas Home Rule Corporation on behalf of said Texas Home Rule Corporation.

_____
Notary Public, State of _____

_____
Printed Name of Notary
My commission expires: _____

Exhibit A
Legal Description of the Perpetual Exclusive Easement

BAILEY COUNTY WATER PIPELINE
Parcel No. 24 - Permanent Easement
PERIMETER SURVEY OF A 0.138 ACRE
TRACT LOCATED IN
SECTION 15, BLOCK JS
LUBBOCK COUNTY, TEXAS



Line Table		
Line #	Direction	Length
L1	N88° 12' 24"W	30.00'
L2	N01° 48' 58"E	200.00'
L3	S88° 12' 24"E	30.00'
L4	S01° 48' 58"W	200.00'

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

Surveyed on the ground.
August 16, 2013

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

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

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

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

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

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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BAILEY COUNTY WATER PIPELINE
Parcel No. 24 - Permanent Easement
PERIMETER SURVEY OF A 0.138 ACRE TRACT LOCATED IN
SECTION 15, BLOCK JS
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.138 acre parcel located in Section 15, Block JS, Lubbock County, Texas, being a portion of 5.2525 acre tract described in Volume 10333, Page 32, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set (North: 7289269.77', East: 911121.96') in the common line of Sections 8 and 15, Block JS, Lubbock County, Texas, at the Northeast corner of a 5.2625 acre tract described in Volume 8653, Page 185, Official Public Records, Lubbock County, Texas, and in the West line of a 5.47 acre tract described in Volume 5642, Page 133, Real Property Records, Lubbock County, Texas, and at the Southeast corner of said 5.2525 acre tract, which bears N. 01°48'58" W. a distance of 2543.50 feet from a 1/2" iron rod with cap found at the common corner of Sections 3, 4, 8 and 15, Block JS, Lubbock County, Texas, for the Southeast corner of this parcel;

THENCE N. 88°12'24" W. along the North line of said 5.2625 acre tract and the South line of said 5.2525 acre tract a distance of 30.00 feet to a 1/2" iron rod with cap set for the Southwest corner of this parcel;

THENCE N. 01°48'58" E. a distance of 200.00 feet to a 1/2" iron rod with cap set in the North line of said 5.2525 acre tract and the South line of a 105.459 acre tract described in Volume 8950, Page 84, Official Public Records, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 88°12'24" E. along the common line of said 105.459 acre tract and said 5.2525 acre tract a distance of 30.00 feet to a 1/2" iron rod with cap set at the Northeast corner of said 5.2525 acre tract and at the a corner of said 105.459 acre tract and in the West line of a 5.47 acre tract described in County Clerk File Number 2007049575, Official Public Records, Lubbock County, Texas, and in the said common line of Sections 8 and 15, Block JS, for the Northeast corner of this parcel;

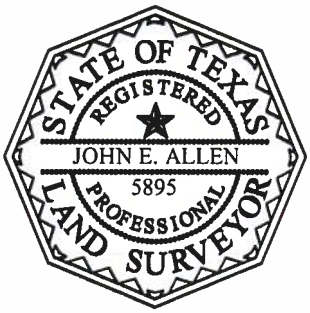
THENCE S. 01°48'58" W. along the East line of said 5.2525 acre tract and the said common line of Sections 8 and 15, Block JS, at 143.00 feet pass the Southwest corner of said 5.47 acre tract, also being the Northwest corner said 5.47 acre tract described in Volume 5642, Page 133, continuing for a total distance of 200.00 feet to the Point of Beginning

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances and coordinates are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002347

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

Surveyed on the ground
August 16, 2013

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



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
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City of Lubbock, TX
Capital Project
Project Cost Detail
August 28, 2014

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

	Budget
Encumbered/Expended	
City of Lubbock Staff Time	$ 44,914
Advertisement	146
Misc. Services	51,000
Freese & Nichols - LHB Assessment Professional Services	378,200
Freese & Nichols - BCWF Supply Line Preliminary Engineering	274,129
Freese & Nichols - BCWF Amendment #1: Supply Line Final Design and Bid Phase Services	2,163,829
Freese & Nichols - BCWF Amendment #2: Contract A Construction Phase Services	690,367
Freese & Nichols - Pump Station 16 Preliminary and Final Design	1,567,600
Freese & Nichols - BCWF Amendment #3 - Construction Phase	-
Western Summit Constructors, Inc.- BCWF Supply Pipeline Construction Contract A	6,167,173
Western Summit Constructors, Inc.- BCWF Supply Pipeline Construction Contract A Change Order 1	(46,194)
Western Summit Constructors, Inc.- BCWF Supply Pipeline Construction Contract A Change Order 2	(101,499)
Pump Station 7 Land Acquisition	708,471
Pipeline Land Acquisition	346,111
Garney Construction - BCWF Supply Pipeline Construction - Contract B	9,144,464
Current Agenda Items- August 28, 2014	
Roy Lee Clark- Section 15 Block JS Lubbock County Texas	845
Encumbered/Expended to Date	21,389,556
Estimated Costs for Remaining Appropriation	
Construction	5,110,444
Remaining Appropriation	5,110,444
Total Appropriation To Date	$ 26,500,000

Managing Department **Pumping & Control**

Project Manager **John Turpin**

Project Classification **Replacement Infrastructure**

Project Status **Approved**

Project Scope

The following work will be performed with this project as supported by a recent engineering evaluation of the Low Head B pump station, pump station No. 9, pump station No. 7 and the Bailey County Well Field (BCWF) supply line.

1. Add a new branch to the BCWF supply line to relocate the main system connection directly to pump station No. 7 and by-pass the aged Low Head B pump station.

2. Demolish the Low Head B pump station.

3. Rehabilitate or Relocate and replace pump station No. 7

4. Rehabilitate pump station No. 9

Project Justification

Replacing aging infrastructure insures reliable continuous water service to Lubbock citizens and reduces annual maintenance costs, system failures, and utility expenses.

Project History

$1.0 million was appropriated in FY 2010-11 Budget Amendment No. 7, Ord. No. 2011-O0035, April 14, 2011.
$9.5 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$16.0 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Project Amount
Construction	26,500,000	0	9,000,000	1,000,000	0	0	0	36,500,000
Total Project Appropriation	26,500,000	0	9,000,000	1,000,000	0	0	0	36,500,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Funding
FY 2009 Water Revenue CO's	668,985	0	0	0	0	0	0	668,985
FY 2010 Water Revenue CO's	14,655,208	0	0	0	0	0	0	14,655,208
FY 2011 10-year Water Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
FY 2011 Water Revenue CO's	675,807	0	0	0	0	0	0	675,807
FY 2012 Water Revenue CO's	9,500,000	0	0	0	0	0	0	9,500,000
FY 2016 Water Revenue CO's	0	0	9,000,000	0	0	0	0	9,000,000
FY 2017 Water Revenue CO's	0	0	0	1,000,000	0	0	0	1,000,000
Total Funding Sources	26,500,000	0	9,000,000	1,000,000	0	0	0	36,500,000

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

Meeting Date: 08/28/2014

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Easement-Use-License Agreement Renewal to Bank of America, National Association, the right and privilege to use a portion of a dedicated utility easement for a covered drive-thru located at 5144 82nd Street.

Item Summary

The Easement-Use-License Agreement was issued to Nations Bank of Texas, N. A. in June 23, 1994 to use a portion of a dedicated utility easement for a covered drive-thru. This license is due to expire August 31, 2014. Nations Bank of Texas, N.A. is now known as Bank of America, National Association. Bank of America, National Association desires to renew the license. The license was issued for twenty (20) years, payable every five (5) year. The license fee for each five-year period is $500.

Fiscal Impact

$500.00 revenue to the General Fund each 5 years.

Staff/Board Recommending

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

Attachments

Resolution & Easement - Bank of America

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 Easement-Use-License Agreement, by and between the City of Lubbock and Bank of America, National Association, and all related documents. Said License is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
R. Keith Smith, P.E. Chief Operating Official

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

cw/ccdocs/Res.Easement-Use-Lic Agrmnt,Bk of America
4.8.2014

EASEMENT USE LICENSE

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

This indenture made this _____day of _____, 2014, being the date of this Agreement, between the **CITY OF LUBBOCK, TEXAS,** a Home Rule Municipal Corporation, and **BANK OF AMERICA, NATIONAL ASSOCIATION,** hereinafter called "LICENSEE."

WITNESSETH:

Subject to the terms, conditions and provisions herein, the CITY OF LUBBOCK does hereby grant to the LICENSEE, the right, privilege and license to use a portion of a dedicated utility easement for a covered drive-thru, to-wit:

METES AND BOUNDS DESCRIPTION of a 20 foot by 26 foot tract of land being a portion of Tracts F-9, F-10, F-42 and F-43, Woodland Park Addition to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 1885, Page 54 of the Deed Records of Lubbock County, Texas, and further described as follows:

BEGINNING at a point in the centerline of a 20 foot underground utility easement and the South line of said Tract F-10 from whence a ½" iron rod found at the Southeast corner of said Tract F-11 of said Woodland Park bears a distance of 65.00 feet;

THENCE South, a distance of 10.00 feet to a point in the South line of said 20 foot utility easement for the Southeast corner of this tract;

THENCE West, along the South line of said easement, at a distance of 15.00 feet pass the West line of said Tract F-42 and the East line of said Tract F-43, in all a distance of 26.00 feet to a point for the Southwest corner of this tract;

THENCE North, a distance of 10.00 feet pass the North line of said Tract F-43 and the South line of said Tract F-9, in all a distance of 20 feet to a point in the North line of said 20 foot easement for the Northwest corner of this tract;

THENCE East, along the North line of said easement, at a distance of 11.00 feet pass the East line of said Tract F-9 and the West line of said Tract F-10, in all a distance of 26.00 feet to a point for the Northeast corner of this tract;

THENCE South, a distance of 10.00 feet to the PLACE OF BEGINNING.

The term of this grant shall be for five (5) years from date hereof, and shall be automatically extended for successive five (5) year terms not to exceed twenty (20) years in any event unless either party, shall give written notice of termination to the other party before the expiration of the first, second or third five (5) year term, as the case may be, and the CITY OF LUBBOCK retains the right at its election to cancel and revoke this license, with or without cause, upon notice to LICENSEE. Said notice shall be deemed properly served if deposited in the post office, postage paid, addressed to LICENSEE at Mail Code: NC2-150-03-06, 13850 Ballantyne Corporate Place,

Charlotte, North Carolina 28277, Attn.: Lease Administration: with a copy to: Bank of America, National Association, Bank of America Plaza, 901 Main Street, 12th Floor, Mail Code: TX1-492-12-14, Dallas, Texas 75202 Attn: Global Workplace, or the last known address of LICENSEE.

Upon the expiration or cancellation and revocation of this license by the CITY OF LUBBOCK, or the abandonment of this license by the LICENSEE, the improvements that are permitted under this license shall be removed by the LICENSEE and the property shall be restored to its original condition at no cost or expense to the CITY OF LUBBOCK. However, upon mutual consent of the CITY OF LUBBOCK and LICENSEE, the improvements will be left in place rather than removed after expiration, cancellation or abandonment of this license. In the event LICENSEE fails or refuses to remove such improvements after demand by the CITY OF LUBBOCK, the CITY OF LUBBOCK shall take possession and remove or cause to be removed such improvements, and the expense incurred shall be assessed against LICENSEE, for which LICENSEE shall be liable.

1. LICENSEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of FIVE HUNDRED AND NO/100 ($500.00) DOLLARS cash in advance contemporaneously with the acceptance and execution hereof by LICENSEE for the first five (5) year term of this license, and thereafter such rate of compensation may be changed for each succeeding five (5) year term by the CITY OF LUBBOCK to a rate of compensation which is based on procedures and policies as established by the City Council of the CITY OF LUBBOCK, based on an appraisal of the fair market value of such land by the Right-of-Way Department of the CITY OF LUBBOCK, as applied to the formula for determining such rate established by the City Council. If such rate is not changed by the CITY OF LUBBOCK, the rate for the preceding five (5) year term shall apply. The CITY OF LUBBOCK shall notify the LICENSEE of any change in rates in writing before the start of the five (5) year term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding five (5) year term shall apply.

2. The LICENSEE agrees to pay all costs arising out of the exercise of this license herein granted including, but not limited to, the cost of cleanup of any oil, hazardous substance, or other materials, the replacement and repair of paving, sidewalks and utilities of any nature damaged as a result of the construction authorized by the license.

3. In the event the CITY OF LUBBOCK determines that the license herein granted interferes with or causes the rerouting or realignment of any public utility, franchised utility or sanitary or storm sewer line constructed or to be constructed by the CITY OF LUBBOCK or franchised utility, LICENSEE agrees to reimburse the CITY OF LUBBOCK or such utility, as the case may be, for its expensed in relocating or rerouting over and above the expense which would have been incurred except for the LICENSEE'S use herein.

4. This license is not transferable by the LICENSEE without first receiving the written consent of the City Manager of the CITY OF LUBBOCK. Notwithstanding the foregoing, LICENSEE may assign this license, without the prior written consent of the CITY OF LUBBOCK, to any parent, subsidiary or affiliate of LICENSEE provided LICENSEE shall continue to be liable under this license, with the same force and effect as if no such assignment had been name, unless otherwise released by the CITY OF LUBBOCK in writing.

5. This license is made subject to the condition that should the LICENSEE exercise any right under this license and prepare or begin or complete any part of the construction as herein contemplated across any or all of the above described property, then and in that event said

LICENSEE, its successors and assigns will at all times defend, indemnify and otherwise hold the demands, actions, causes of action, suits at law or in equity of whatsoever kind or nature which may grow out of or be related, to the making of this license or the construction or use permitted herein. The CITY OF LUBBOCK, at its option, may require an agreement with any contractors hired by the LICENSEE to perform the construction, repair or maintenance permitted herein, which expense growing out of the performance of the work to be done by such contractors. The CITY OF LUBBOCK may further require any of said contractors, when engaged in the construction, repair or maintenance permitted herein, to furnish, without expense to the CITY OF LUBBOCK, a reliable surety bond, in an amount and in a form satisfactory to the said CITY OF LUBBOCK, guaranteeing the faithful performance of all the terms, covenants and conditions contained in said agreement, and a certified copy of a policy of public liability insurance assumed by said contractors in said agreement with the CITY OF LUBBOCK. The CITY OF LUBBOCK agrees to give notice to LICENSEE prior to incurring any costs or expenses or the payment of any such claims or demands in order to give LICENSEE a reasonable opportunity to settle or adjust the same.

6. LICENSEE agrees and is required to furnish a policy of public liability and property damage insurance within limits specified by and in a form satisfactory to the City Attorney for the CITY OF LUBBOCK, and which names the CITY OF LUBBOCK as the insured, said policy covering the uses herein granted.

7. Prior to any construction as authorized by this license, the LICENSEE shall submit to the City Engineer plans and specifications for the construction to be done, and the LICENSEE shall not commence construction until such plans and specifications are approved by the City Engineer.

8. All of the covenants and provisions of this license shall be binding upon and inure to the benefit of the successors, legal representatives, assigns and the duly authorized agents and contractors of the parties hereto to the same extent and effect as the same are binding upon and inure to the benefits of the parties hereto, but no assignment hereof by the LICENSEE, its successors or assigns shall be binding upon the CITY OF LUBBOCK without the consent of the CITY OF LUBBOCK in each instance, except as specified in numbered paragraph five (5).

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

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

CITY OF LUBBOCK

BY: _____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
R. Keith Smith, P.E., Chief Operating Officer

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

AGREED TO AND ACCEPTED this 30th day of July, 2014.

BANK OF AMERICA, NATIONAL ASSOCIATION

BY: _____ CS-26341

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2014.

THE STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Judy Wilkinson, Vice President, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of **BANK OF AMERICA, NATIONAL ASSOCIATION.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of July, 2014.

Linda Hash

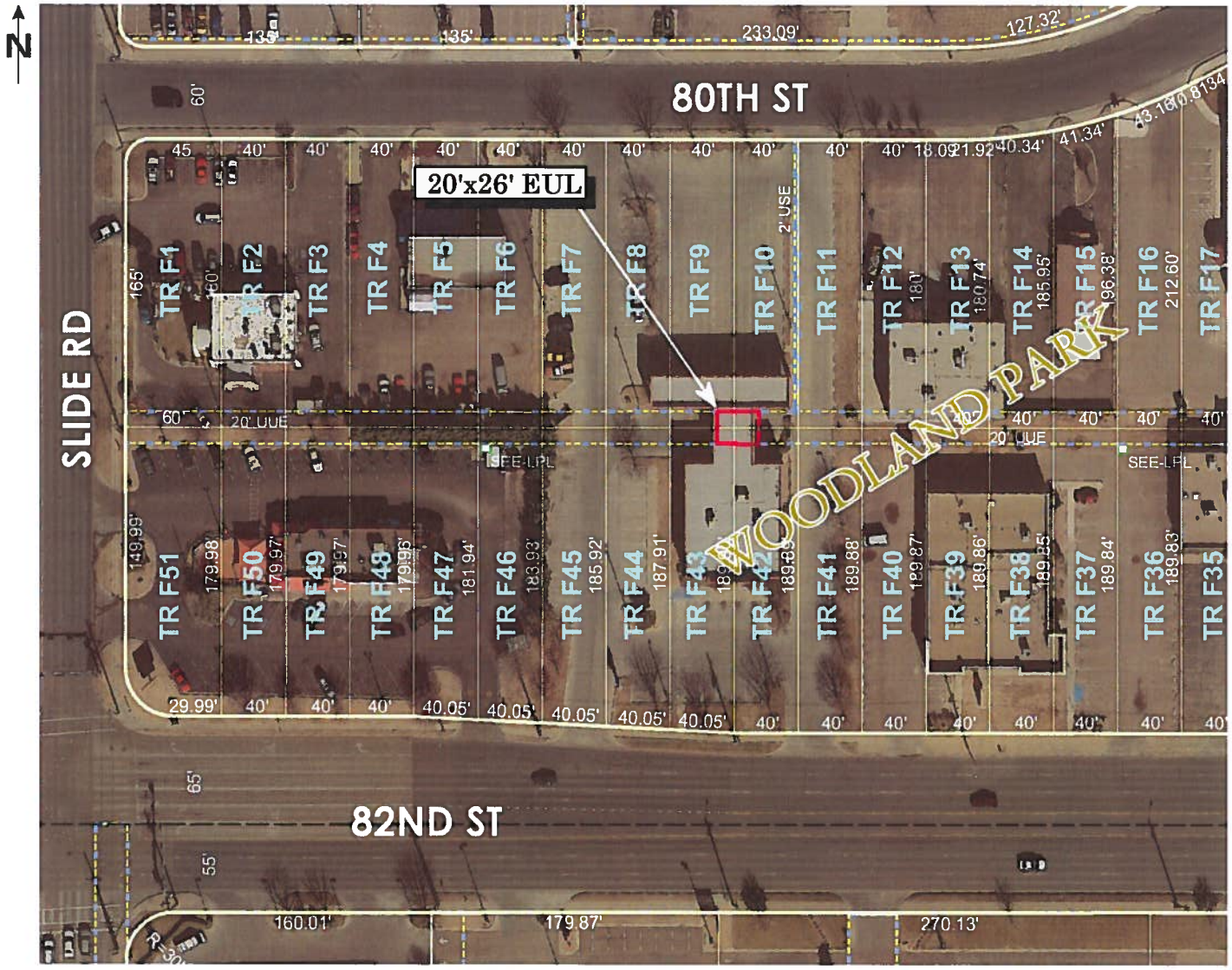
Notary Public in and for the State of Texas

My Commission Expires: December 1, 2014

LINDA HASH
Notary Public
STATE OF TEXAS
My Comm. Exp. 12-01-14

cw/Easement Use License-Bank of America, Natl Assoc
7.28.14

Easement Use License (RES 4518 - 9/1/1994)
Located Within a 20' wide Underground Utility Easement
in Tracts F9, F10, F42, & F43, Woodland 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. 8.**

Meeting Date: 08/28/2014

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute lease agreement 11991 between the City of Lubbock and the Federal Aviation Administration (FAA) for office space.

Item Summary

The FAA operates a Federal Contract Weather Observation Station (FCWOS) at Lubbock Preston Smith International Airport. The FCWOS provides supplemental weather information for the Air Traffic Control Tower. FCWOS leases a small office of 192 square feet in the Executive Terminal located on the east side of the airport. The current agreement expires September 30, 2014. The renewal agreement is for a term of five years beginning October 1, 2014.

Fiscal Impact

Rental for this office is $146 per month, $1,752 per year.

Staff/Board Recommending

Kelly Campbell, Executive Director of Aviation
Airport Board

Attachments

Resolution & Contract - Weather Observation Station

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 the United States of America, by and through the United States Department of Transportation, Federal Aviation Administration, for office space to be used in connection with the Federal Contract Weather Observation Station (FCWOS), 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:

_____
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Kitchen Satterwhite, Assistant City Attorney

RES.Lease Agrmt-FAA (FCWOS)
6.23. 2014

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

SMALL SPACE LEASE

Lease No: DTFACN-15-L-00013
(LBB) FCWOS
Lubbock, Texas

1. THIS LEASE (9/98), entered into by and between CITY OF LUBBOCK, TEXAS whose interest in the property hereinafter described is that of OWNER, hereby referred to as LESSOR, and the UNITED STATES OF AMERICA, hereinafter referred to as the GOVERNMENT OR FAA: WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. DESCRIPTION (10/96) - The Lessor hereby leases to the Government the following described premises:

Approximately 192 net usable square feet of office space in the Executive Terminal building located on the east side of the Lubbock International Airport, Lubbock, Texas. The space is further described by drawing designated Exhibit "A" attached hereto and made a part of this lease.

3. TERM (1/01) - To have and to hold, for the term commencing on October 1, 2014 and continuing through September 30, 2019 inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

This lease succeeds Lease No: DTFASW-09-L-00038, which expires on September 30, 2014.

4. HOLDOVER - If after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. Rent shall be paid in accordance with the terms of the lease, in arrears on a prorated basis, at the rate paid during the lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the leased premises.

5. CANCELLATION (8/02) -The Government may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after October 1, 2014 by giving at least 30 day notice in writing to the Lessor. No rental will accrue after the effective date of termination. Said notice will be computed commencing with the day after the date of mailing.

6. RENTAL (10/96) - Rent in the amount of $1,752.00 per annum will be payable at a rate of $146.00 per month to the Lessor in arrears and will be due on the first workday of

each month, without the submission of invoices or vouchers. Subject to available appropriations. Rent will be considered paid on the day an electronic funds transfer is made. Rent for a period of less than a month will be prorated. Checks will be made payable to:

7. SERVICES AND UTILITIES - (To be provided by Lessor as part of rent. Services will be Building Standard, unless level of service is prescribed elsewhere in the lease.) (10/96)

Services, utilities, and maintenance will be provided 24 hours a day, and seven days a week. Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The Government will have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.

ELECTRICITY
WATER (hot & cold)
SNOW REMOVAL
TRASH REMOVAL - Daily
CHILLED DRINKING WATER
HVAC 68 to 74 DEG. F
DAILY TOILET SUPPLIES & CLEANING
DAILY JANITORIAL SERV. & SUPPLIES - Daily dusting.
GROUND MAINTENANCE
WINDOW WASHING Frequency washed twice yearly.
CARPET CLEANING - Frequency daily vacuuming and shampooed twice yearly.
INITIAL & REPLACEMENT LAMPS, TUBES, & BALLASTS
EXTERIOR & INTERIOR DOOR LOCKS AND HARDWARE - Designed to accept 7-pin removable cores manufactured "Best Lock", which will be supplied by the Government.
CARPET REPLACEMENT- Includes moving and return of furniture when replacing carpeting every 8 years or when the following happens:

1) Backing or underlayment is exposed.
2) There are noticeable variations in surface color or texture.

Utilities Not Provided by the Lessor (10/96)
If the cost of utilities is not included as part of the rental consideration, the LESSOR must specify which utilities are excluded. The Lessor will provide separate meters for utilities to be paid for by FAA. When FAA is to pay for utilities, the LESSOR will furnish the RECO, prior to occupancy by the FAA, written verification of the meter numbers and certification that these meters will measure FAA usage only. Proration is not permissible. If the cost of utilities for heating, ventilation, and air conditioning is not included as part of the rental considerations, an automatic control system will be provided to assure compliance with heating and air conditioning provisions included in this specifications package.

8. GENERAL CLAUSES:

a. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenantable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the LESSOR and no further rental will be due.

b. MAINTENANCE OF THE PREMISES (10/96) - The LESSOR will maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the LESSOR under this lease, in good repair and tenantable condition.

c. FAILURE IN PERFORMANCE (10/96) - In the event the LESSOR fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the GOVERNMENT on this lease.

d. ACCESSIBILITY (10/06) - The Building and the leased premises shall be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et al, and all applicable state and local accessibility laws and regulations.

e. CONTRACT DISPUTES (11/03) - All contract disputes and arising under or related to this lease contract will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A LESSOR may seek review of a final FAA decision only after its administrative remedies have been exhausted.All Contract Disputes will be in writing and will be filed at the following address: Office of Dispute Resolution for Acquisition, AGC-70, Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323,Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

f. LESSORS SUCCESSORS (10/96) - The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

g. NO WAIVER (10/96) - No failure by the Government to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

h. The following clauses are incorporated by reference: Upon request the full text will be provided by the RECO.
DEFAULT BY LESSOR (10/96)
COMPLIANCE WITH APPLICABLE LAWS (10/96)
OFFICIALS NOT TO BENEFIT (10/96)
COVENANT AGAINST CONTINGENT FEES (8/02)
ANTI-KICKBACK (10/96)
EXAMINATION OF RECORDS (10/96)
ASSIGNMENT OF CLAIMS (10/96)
SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (1/14)
INTEGRATED AGREEMENT (10/96)
EQUAL OPPORTUNITY (10/96)
AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (10/96)
AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96)
SEISMIC SAFETY FOR EXISITING BULDINGS (10/12)
SYSTEM FOR AWARD MANAGEMENT – REAL PROPERTY (1/13)
PAYMENT BY ELECTRONIC FUND TRANSFER (10/06)

9. ATTACHMENTS (8/02) -

Attachment A

IN WITNESS WHEREOF, the parties hereto have signed their names:

NAME AND TITLE OF LESSOR/OWNER City of Lubbock, Texas	SIGNATURE OF OWNER Glen C. Robertson, Mayor	DATE
THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.		
NAME OF REAL ESTATE CONTRACTING OFFICER Jana C. Blanco	SIGNATURE OF REAL ESTATE CONTRACTING OFFICER	DATE

MUNICIPAL CERTIFICATE

If agreement is made with a State, County, Municipality or other public authority, the following certificate shall be executed by an authorized official:

I, Rebecca Garza, (name) certify that I am the City Secretary (title) of the City of Lubbock named in the foregoing agreement, that Glen C. Robertson, who signed said agreement on behalf of said Public authority and was then Mayor of that Public Authority and said agreement was duly signed for and in behalf of said by authority of its governing body, and is within the scope of its powers.

Dated this _____ day of _____, in the year 2014.

_____
(Signature)

APPROVED AS TO CONTENT:

Kelly Campbell, A.A.E.
Executive Director of Aviation

APPROVED AS TO FORM:

Mitch Satterwhite,
Assistant City Attorney

ATTACHMENT A

for Small Lease

Lease Number

No: DTFACN-15-L-00013

I. SECTION A - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS

A1-General Health and Safety Standards (8/02)

Local Health, Environmental (OSHA and EPA), and Safety Standards and Building Codes will be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance or testing done in the leased premises and areas connected to or integrated with the leased premises. Whenever FAA Standards require work processes or precautions to be provided, the LESSOR will coordinate with the FAA during the work so that proper requirements are met.

II. SECTION B - SAFETY AND FIRE PREVENTION

B1-Fire and Safety Requirements (4/12)

The facility, its systems and appurtenances must be in compliance with the following fire protection and life safety requirements (FLS):

1. State and local building codes in affect at the time of construction or most recent modification, whichever is later.
2. State and local fire safety and fire prevention codes.
3. National Fire Protection Association, Life Safety Code (NFPA 101), latest edition at the time of lease signing.
4. All Occupational Safety & Health Administration requirements including 29 CFR 1910 and 29 CFR 1960, and their associated agreements.

Where compliance with the literal requirements of these standards has not been achieved, the Lessor must document, in writing to the FAA , the specific deviation(s) from these standards and what alternative methods have been employed by the Lessor and accepted by the local jurisdiction (where applicable), as an alternative method of compliance. Furthermore, where alternative methods of compliance are used in lieu of literal compliance with the FLS requirements listed herein, the approach shall be documented by a Fire Protection Engineer and presented to the FAA for review and concurrence.

The specific list of requirements identified in items C1 (1 through 4 above) includes:

1. Federal Aviation Administration Order including:
   a. FAA Order 3900.19B, FAA Occupational Safety and Health Program
2. FLS Codes Promulgated by the International Code Congress including:
   a. International Building Code
   b. International Fire Code
   c. International Mechanical Code
3. National Fire Protection Association Codes & Standards including:
   a. NFPA 10: Standard for Portable Fire Extinguishers
   b. NFPA 13: Standard for the Installation of Sprinkler Systems
   c. NFPA 14: Standard for the Installation of Standpipe Systems
   d. NFPA 20: Standard for the Installation of Stationary Fire pumps
   e. NFPA 24: Standard for the Installation of Private Fire Service mains and Their Appurtenances
   f. NFPA 70: National Electrical Code
   g. NFPA 72: National Fire Alarm and Signaling Code
   h. NFPA 75: Standard for the Protection of Information Technology Equipment
   i. NFPA 90A: Standard for the Installation of Air-Conditioning and Ventilating Systems
   j. NFPA 92: Standard for Smoke Control Systems
   k. NFPA 101: Life Safety Code
   l. NFPA 110: Standard for Emergency and Standby Power Systems
4. Occupational Safety & Health Administration regulations including:
   a. OSHA 29 CFR 1910, Occupational Safety and Health Standards (including Subpart E, Exit Routes and Emergency Planning, & Subpart L, Fire Protection
   b. OSHA / FAA Agreement titled FAA Alternate Standard for Fire Safety in Airport Traffic Control Towers, (1998 signature date) (a.k.a. 1960.20)

As provided in this section, all codes, standards, orders and directives refer to the current edition in place at the signing of this lease. If construction or modifications to the leased premises are undertaken at any time during the term of this Lease, all fire protection and life safety systems must be brought into compliance according to the then-current edition of NFPA and local codes and standards.

The building shall, as required by applicable codes, be equipped with automatic sprinklers which conform to NFPA No. 13; be maintained by the Lessor in accordance with NFPA No. 25 ; be electrically supervised and monitored; and shall have water-flow alarm switches connected to automatically notify the local fire department or central station (NFPA No. 72). Notification of the fire department or central station shall be accomplished through the building fire alarm system. Regardless of local code requirements, when the leased space (including garage areas under lease by the FAA) is on the 6th floor and above, or below grade, sprinklers are required. Furthermore, leased buildings serving National Airspace System (NAS) air traffic control operations and constructed after June 2012, shall be fully protected with an automatic, electrically

supervised sprinkler system designed and installed in accordance with the requirements of NFPA 13.

A manual fire alarm system must be provided, maintained, and tested by the Lessor in accordance with NFPA Standard No. 72 (National Fire Alarm and Signaling Code) under the following circumstances:

1. Occupancy of the space is by 10 or more persons, or
2. Space is more than 1000 square feet in area, or
3. Building is three (3) or more stories in height, or
4. Building contains more than 50,000 square feet gross floor area.

The fire alarm system wiring and equipment must be electrically supervised and equipped with an automatic fire department notification system, and must conform to NFPA Standards No. 70 and 72. Engineered smoke control systems, if present, shall be maintained in accordance with the manufacturer's recommendations and must meet performance requirements of NFPA 92.

Fire-safety mechanisms, equivalent to the requirements stated above in this clause, may be accepted, at the discretion of the RECO, if certified by a Professional Fire Protection Engineer, licensed in the subject property's state.

Portable fire extinguishers matching the hazards accommodated by the lease must be provided, inspected, and maintained by the Lessor in accordance with NFPA Standard No.10.

When the leased space is located in multi-tenant buildings, the Lessor shall be fully responsible for:

1. Development of a building Emergency Action Plan (EAP) and Fire Prevention Plan (FPP)
2. Publishing and making copies of the EAP and FPP available to all FAA leased space occupants
3. Conducting fire evacuation drills, at least annually
4. Conducting review and modification of the EAP and FPP at least annually
5. Inviting FAA representation in development, review and modification of the EAP and FPP

The FAA facility manager shall be responsible for the development of the tenant specific EAP and FPP for their lease space and in single tenant buildings.

B2-Halon (4/12)

Halon must not be used as a fire extinguishing system in any FAA leased space.

B3-Indoor Air Quality (4/12)

The Lessor shall control contaminants at the source and/or operate the space in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO2), and formaldehyde (HCHO), are not exceeded. The indicator levels for office area are as follows: CO-9 parts per million (PPM) time weighted average (TWA - 8-hour sample); CO2 - 1,000 PPM (TWA); HCHO - 0.1 PPM (TWA). All indoor air contaminant levels in leased space will be kept below appropriate OSHA regulations or Consensus standards, whichever is stricter. Air quality and facility cleaning will be adequate to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will require immediate sampling and remediation. Moisture/standing water will be controlled to prevent the growth of these.

During working hours, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality.*

The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC, etc.). The FAA is responsible for addressing IAQ problems resulting from its own activities.

MSDS will be provided to the FAA facility manager as well as a copy sent to the RECO for all cleaning solutions used in the FAA spaces.

B4 - Electrical Safety (4/12)

The Lessor shall ensure electrical safety requirements are met, including grounding, bonding, shielding, control of electrostatic discharge (ESD), and lightning protection requirements, in accordance with:

1. 29 CFR 1910, Subpart S, *Electrical*
2. FAA Standard HF-STD-001, *Human Factors Design Standard,* Chapter 12.4, Electrical Hazards
3. DOT Specification FAA-G-2100H, *Electronic Equipment, General Requirements*
4. National Fire Protection Association (NFPA) 70, *National Electrical Code*
5. NFPA 70E, *Electrical Safety in the Workplace*
6. American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE) Standard 1100-2005, *Recommended Practice for Powering and Grounding Electrical Equipment*

7. DOT Standard FAA-STD-019E, *Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Equipment*

All hazards associated with electrical equipment shall be marked with labels indicating the hazard, in accordance with FAA-G-2100H, Chapter 3.3.5.5, *Markings, Signs, Tags and Symbols*.

The Lessor shall ensure that personnel are protected from arc flash hazards, in accordance with NFPA 70E, *Electrical Safety in the Workplace* and that arc flash warning labels are posted on affected panels, with warning labels meeting the requirements of American National Standards Institute (ANSI) *Z53, Series of Standards for Safety Signs and Tags*.

B5 – EOSH Requirements (4/12)

The Lessor shall provide space, services, and equipment that comply with the following:

1. 29 CFR 1910, *Occupational Safety and Health Standards (General Industry)*
2. FAA Order 3900.19B, *FAA Occupational and Health Program*
3. FAA Standard HF-STD-001, *Human Factors Design Standard*
4. National Fire Protection Association (NFPA) 70, *National Electrical Code*, and NFPA 70E, *Electrical Safety in the Workplace*
5. Relevant fire codes and building codes

Any equipment used or otherwise provided by the Lessor or Lessor's contractors or agents that presents a potential safety hazard shall be marked with appropriate warning labels or placards, in accordance with 29 CFR 1910.145, *Specifications for Accident Prevention Signs and Tags*, FAA HF-STD-001, *Human Factors Design Standard*, Chapter 12.16, Safety Labels and Placards, and American National Standards Institute (ANSI) Z535.4, *Product Safety Signs and Labels*.

All equipment described herein shall be designed and installed to be free of mechanical hazards that may injure personnel (sharp projections, unguarded moving parts, etc.), in accordance with FAA-G-2100H, Electronic Equipment, General Requirements, Section 3.3.5.4.

B6 – Fall Protection (4/12)

The Lessor shall ensure proper fall protection safety systems (railings, toe boards, etc.) are in place for all work areas where FAA personnel are required to perform work at four feet or more above the next lowest level (platforms, catwalks, etc.), in accordance with FAA Order 3900.19B, *FAA Occupational Safety and Health Program*, Chapter 10, 29 CFR 1910, *Occupational Safety and Health Standards (General Industry)*, and 29 CFR 1926, *Safety and Health Regulations for Construction*.

B7 – Hazardous Materials (4/12)

The facility and equipment provided by the Lessor shall minimize the use of lead and mercury, in accordance with FAA Order 1050.10C, *Prevention, Control, and Abatement of FAA Environmental Pollution*; be free of Class I ozone-depleting substances (ODSs), HCFC-22, HCFC-141b, and HCFC-142b, in accordance with 40 CFR Part 82, *Protection of Stratospheric Ozone*; and be free of polychlorinated biphenyls (PCBs), in accordance with 40 CFR Part 761.

The Lessor shall ensure that FAA personnel are protected from asbestos hazards, in accordance with 29 CFR 1910.1001, *Asbestos*, and FAA Order 1050.20A, *Airway Facilities Asbestos Control Program.*

B8 – Seismic Safety for Equipment (4/12)

The lessor shall ensure that building installed equipment is properly anchored to protect personnel during a seismic event, in accordance with DOT Specification FAA-G-2100H, *Electronic Equipment, General Requirements*, Section 3.3.5, Personnel Safety and Health, and requirements for the seismic zone in which the facility is located.

B9-OSHA Requirements (10/96)

The LESSOR will provide space, services, equipment, and conditions that comply with Occupational Safety and Health Administration (OSHA) safety and Health standards (29 CFR 1910 and 1926).

B10-Radon (10/96)

Radon levels in leased premises to the FAA will not equal or exceed the EPA action level for homes of four (4) picocuries per liter (PCI/L). If radon levels are found to be at or above 4 PCI/L, the LESSOR will develop and promptly implement a plan of corrective action.

B11-Refrigerants (8/02)

The LESSOR will identify which refrigerants are used in the HVAC systems in the spaces covered by this lease. The lease will provide for use of refrigerants consistent with EPA and ASHRAE requirements.

B12-Warranty Of Space (4/12)

A. Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Lessor warrants that all space leased to the Government under this contract, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, engineering spaces in

the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of the lease contract, comply with the asbestos containing material (ACM) and polychlorinated biphenyl (PCB) requirements of the Toxic Substance Control Act (TSCA). The RECO shall notify the Lessor in writing of any failure to comply with asbestos requirements, within 30 days after the discovery thereof. All construction by the Lessor is required to comply with the OSHA regulations for Asbestos.

B. The leased premises shall be free of all asbestos-containing material, PCB's, Radon, and other environmentally hazardous substances. If either ACMs or PCBs are found to be in the leased space, the Government reserves the right to require the Lessor, at no cost to the GOVERNMENT, to take whatever corrective action required by the Toxic Substance Control Act, EPA regulations and state requirements. All facilities constructed prior to 1981 are to have an asbestos building survey conducted by a qualified inspector, including a visual examination and bulk sampling. All ACM survey reports must be sent to the RECO.

C. If the Lessor fails, after receipt of notice, to make correction within specified period of time, the Government shall have the right to make the required correction and do any of the following: a.) charge to the Lessor the costs occasioned to the FAA; b.) withhold the costs from the rent; or c.) terminate the lease agreement. Any such termination of the Lease pursuant to this provision shall be at no cost to FAA.

D. The rights and remedies of the FAA in this clause are not exclusive, and are in addition to any other rights and remedies provided by law and under this contract.

E. Definitions.

1. "Acceptance", as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.
2. "Correction", as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the space leased to the Government, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, public spaces, engineering spaces in the same ventilation zone as the leased space and common use space (e.g., lobbies, hallways). Following such abatement actions, the Lessor shall adhere to the FAA's required post-asbestos-abatement air monitoring program. (ii) With regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an abatement plan, approved by the Government, to be implemented from the time the materials are discovered through the remainder of the lease

term, and (iii) with regard to PCBs, it involves the removal or retrofitting, in accordance with EPA regulations, of any PCB equipment present in the building.

III. SECTION C MISCELLANEOUS

C1 - Non-Restoration (10/96)
The FAA will have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the FAA may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the FAA during its tenure. Notice of abandonment will be conveyed to the LESSOR in writing.

C2 - Occupancy Permit (8/02) - The premises offered will have a valid Occupancy Permit, issued by the local jurisdiction, for the intended use of the Government, or the Offeror will complete and provide a certified copy of "FAA Safety & Environmental Checklist" form, in lieu of an occupancy permit, at the contracting officers discretion. The leased premises, all accesses to the leased premises, building operations, equipment, services, or utilities furnished by the LESSOR, and activities of other occupants, will be free of safety, health, and fire hazards. When such hazards are detected, they must be promptly corrected at the LESSOR's expense.

C3 - Hold Harmless (10/96) – In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

C4 - Recycling (1/12) - Where State or local law, code, or ordinance requires recycling programs (including those for mercury containing lamps) for the space to be provided, the Lessor shall comply with such State and/or local law, code, or ordinance, to the extent practicable, and provided that any such law, code, and/or ordinance is at least as stringent as the requirements set forth under Federal law and in the immediately following paragraph below.

In all other cases, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist. In addition, the Lessor shall provide an easily accessible, appropriately sized (2 square feet per 1,000 square feet of building gross floor area) area that serves the tenant space for the collection and storage of materials for recycling. Telecom rooms are

not acceptable as recycling space. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space after lease execution.

IV. SECTION D SECURITY REQUIREMENTS

D1 - Facility Security (4/12)

Security requirements for Government occupied space must meet minimum-security accreditation standards for the type of facility covered by this lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of facility covered by this lease. The Lessor shall provide or make accommodation to provide for all the security requirements listed herein for the leased premises covered by this lease agreement:

Contact your local Servicing Security Element (SSE) at 817-222-5741 for a list of your security requirements.

The local SSE will determine any additional security upgrades that are required to meet accreditation and shall conduct a final security assessment of the building. The Lessor shall provide maintenance services to the security upgrades installed by the Lessor within the leased premises and covered under this lease.

D2 – Contractor Personnel Suitability Requirements (4/12)

A. This clause applies to the extent that this lease requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

1. Facilities;
2. Sensitive information; and/or;
3. Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.
   Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

B. Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the lease. Those designated risk levels are:
Low Risk - One

C. If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the RECO a point

of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each lease may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations it determines necessary. This lease may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Headquarters Contracts:
Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:
SSE for SW Region
PSS SW Region
2601 Meacham Blvd.
Fort Worth, TX 76137

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

D. The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

E. The RECO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at its own expense. Once action has been taken, the contractor will report the action to the RECO and SSE.

F. No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

G. The contractor must notify the RECO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the lease. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

H. The RECO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

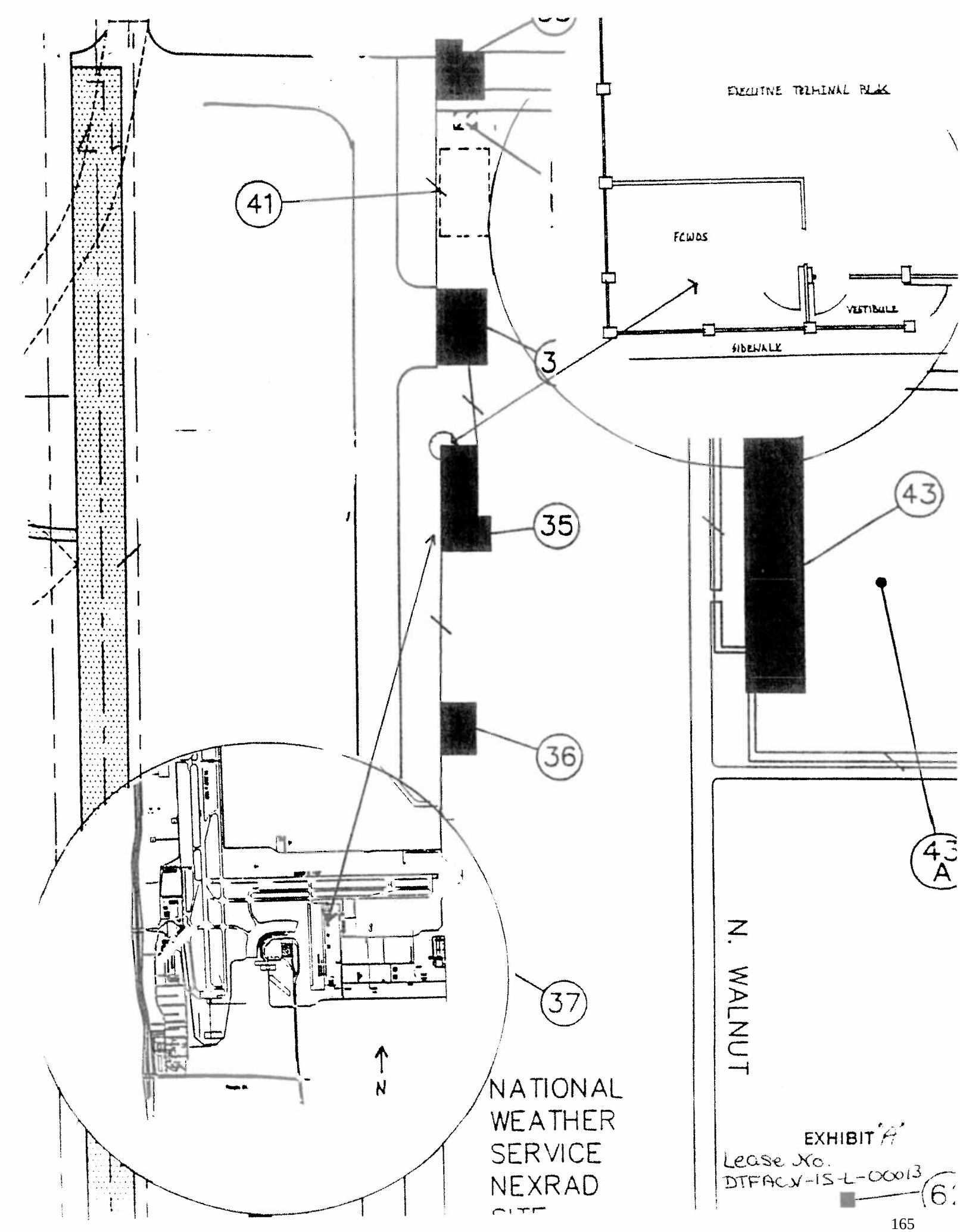
I. The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

J. Failure to submit information required by this clause within the time required may be determined by the RECO a material breach of the lease.

K. If subsequent to the effective date of this lease, the security classification or security requirements under this lease are changed by the Government and if the changes cause an increase or decrease in direct lease costs or otherwise affect any other term or condition of this lease, the lease will be subject to an equitable adjustment.

L. The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (K) but excluding any reference to the Changes clause of this lease, in all subcontracts under this lease that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

M. Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.


EXECUTIVE TERMINAL PLAZA
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VESTIBULE
SIDEWALK
41
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N. WALNUT
NATIONAL
WEATHER
SERVICE
NEXRAD
EXHIBIT 'A'
Lease No.
DTFACN-15-L-00013

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

Meeting Date: 08/28/2014

Information

Agenda Item

Resolution - Transit: Consider a resolution authorizing the Mayor to execute contract 11886 with Copy Craft Printers, Inc d/b/a Slate Group, for vinyl wrap printing, installation, and removal, ITB 14-11886-DG.

Item Summary

The contract will provide vinyl wrap printing, installation, and removal services for Citibus. Bidders were asked to submit unit pricing for eight bus models in the Citibus fleet. Bids were received from the following companies:

Copy Craft Printers, Inc. d/b/a Slate Group, Lubbock, TX
Delta Signs and Designs, Lubbock, TX
Signs on The Go, Lubbock, TX
Clapsaddle Enterprises, Austin, TX

Staff recommends the contract award to the lowest bidder on all eight bus models specifications to Copy Craft Printers, Inc. d/b/a Slate Group, of Lubbock, TX. The contract is awarded by unit price on an as needed basis. The term of the contract is for one year with the option to renew for two additional one year periods. The costs are covered by advertising revenue with no cost to the City of Lubbock.

Bid tabulation is provided.

Fiscal Impact

Cost associated with this award is passed on to the advertiser. There will be no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution & Contract - Copy Craft Printers, Inc dba Slate Group
1999
2000
2001
2004
2005
2006
2009

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. 11886 for bus vinyl wrap printing, installation and removal, by and between the City of Lubbock and Copy Craft Printers, Inc., dba Slate Group, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

vw:ccdocs/RES.Contract-Copy Craft
July 8, 2014

CONTRACT NO. 11886

CITY OF LUBBOCK, TX
Contract for Services
Bus Vinyl Wrap Printing, Installation and Removal Services
ITB 14-11886-DG

THIS CONTRACT, made and entered into this **28TH** day of August, 2014, pursuant to a resolution heretofore adopted by the City of Lubbock, Texas, by and between the City of Lubbock ("City"), and Copy Craft Printers, Inc., dba Slate Group, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Bus Vinyl Wraps Printing, Installation and Removal Services and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by the Contractor, the City of Lubbock authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said, Bus Vinyl Wraps Printing, Installation and Removal Services

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1 In accordance with City's specifications and Contractor's bid, copies of which specifications and bid are attached hereto and made part hereof, Contractor will deliver to the City, Bus Vinyl Wrap Printing, Installation and Removal Services, specifically referred to as Item(s) number one through twenty four on each of the Bid Forms and more particularly described in 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 general conditions contained herein The Contractor shall perform the work according to the procedure outlined in the specifications and Invitation to Bid attached hereto and incorporated herein.

3 The contract shall be for a term of one year, said date of term beginning upon formal approval. The contract may be renewed for an additional two one year terms under the same terms and conditions upon written agreement from both parties.

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. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements

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

7 The City Right to Audit: At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

8 This Contract includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Citibus to be in violation of the FTA terms and conditions.

9 The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

TYPE	AMOUNT
Commercial General Liability Per Occurrence:	$500,000
General Aggregate	
Products-Comp/Op AGG	
Personal & Adv. Injury	
Contractual Liability	
Automotive Liability Any Auto:	$500,000
Combined Single Limit	
Bodily Injury (Per Person)	
Bodily Injury (Per Accident)	
Property Damage	
Workers Compensation Statutory Amounts:	$500,000
Employers' Liability	
And/or	
Occupational Medical & Disability	

The City of Lubbock shall be named a primary additional insured on a primary and non contributory basis, with a waiver of subrogation in favor of the City on all coverage's. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied.

10 The contractor will provide a Certificate of Insurance with all endorsements 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.

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

12 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.

13 This Contract consists of the following documents set forth herein; Invitation to Bid # 14-11886-DG, 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:

Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

Mitch Satterwhite, Assistant City Attorney

CONTRACTOR

BY Marc Hayes
Authorized Representative

Marc Hayes
Print Name

Address
6024 45th Street
Lubbock, TX 79407

City of Lubbock
Purchasing and Contract Management
BID FORM

In compliance with the **Invitation to Bid 14-11886-DG**, 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 **14-11886-DG** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY +/-	UOM	**DESCRIPTION 2000 40' Nova Bus**	UNIT PRICE	EXTENDED COST
1	14	EA	Full/Full Wrap, bumper to bumper, both sides and rear, Manufacture per spec.	$ 4000	$ 56,000
2	14	EA	Full/Full Wrap, bumper to bumper, both sides and rear, Installation, per spec.	$ 2000	$ 28,000
3	14	EA	Full/Full Wrap, bumper to bumper, both sides and rear, Removal, per spec.	$ 900	$ 12,600
4	14	EA	Full/Short Wrap, door to driver, both sides and rear, Manufacture per spec.	$ 3500	$ 49,000
5	14	EA	Full/Short Wrap, door to driver, both sides and rear. Installation, per spec.	$ 1800	$ 25,200
6	14	EA	Full/Short Wrap, door to driver, both sides and rear. Removal of Wrap, per spec.	$ 750	$ 10,500
7	14	EA	Half Bus, one side no rear, Manufacture per spec.	$ 1800	$ 25,200
8	14	EA	Half Bus, one side no rear. Installation, per spec.	$ 900	$ 12,600
9	14	EA	Half Bus, one side no rear. Installation Removal of Wrap per spec.	$ 400	$ 5,600
10	14	EA	Below Windows, one side only, no rear Manufacture per spec.	$ 300	$ 4,200
11	14	EA	Below Windows, one side only, no rear. Installation, per spec.	$ 200	$ 2,800
12	14	EA	Below Windows, one side only, no rear Removal of Wrap per spec.	$ 100	$ 1,400
13	14	EA	King Kong wrap, between wheel wells floor to ceiling, Manufacture per spec.	$ 750	$ 10,500
14	14	EA	King Kong wrap, between wheel wells floor to ceiling. Installation, per spec.	$ 400	$ 5,600

15	14	EA	King Kong wrap, between wheel wells floor to ceiling. Removal of Wrap per spec.	$ 200	$ 2800
16	14	EA	Back only, with back bumper, Manufacture per spec.	$ 400	$ 5600
17	14	EA	Back only, with back bumper. Installation, per spec .	$ 200	$ 2800
18	14	EA	Back only, with back bumper. Removal of Wrap per spec.	$ 100	$ 1400
19	14	EA	Headline Banner, one side only, Manufacture per spec.	$ 500	$ 7000
20	14	EA	Headline Banner, one side only Installation, per spec.	$ 200	$ 2800
21	14	EA	Headline Banner, one side only Removal of Wrap per spec.	$ 100	$ 1400
22	14	EA	King 30" X 144" banner one side Manufacture per spec.	$ 200	$ 2800
23	14	EA	King 30" X 144" banner one side. Installation, per spec.	$ 75	$ 1050
24	14	EA	King 30" X 144" banner one side. Removal of Wrap per spec.	$ 50	$ 700
				Total	$ 27,550

Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net 30 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES ✓ NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY Copy Craft Printers, Inc a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as Copy Craft Printers of the City of Lubbock

Firm: Copy Craft Printers, Inc.

Address: 6024 45th Street

City: Lubbock State: TX Zip 79407

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 6/18/14
Addenda No. _____ Date _____
Addenda No. _____ Date _____

M/WBE Firm:						
		Woman		Black American		Native American
		Hispanic American		Asian Pacific Americ		Other (Specify)

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code. Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name _____ and Manufacture's License No. _____
2. Name _____ and Converter's License No. _____
3. Name _____ and Representative's License No. _____
4. Name _____ and Franchise Dealer's License No. _____

General Distinguishing No. _____ (Franchised TX dealer)

By Marc Hayes Date: 6/27/14
Authorized Representative - must sign by hand

Officer Name and Title: Marc Hayes President
Please Print

Business Telephone Number 806-794-7752 FAX: 806-798-8517

E-mail Address: marc@copycraft.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 $25,000)*: _____ Date P.O./Contract Issued: _____

City of Lubbock
Purchasing and Contract Management
BID FORM

In compliance with the **Invitation to Bid 14-11886-DG**, 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 **14-11886-DG** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY +/-	UOM	**DESCRIPTION 2001 40' Nova Bus**	UNIT PRICE	EXTENDED COST
1	14	EA	Full/Full Wrap, bumper to bumper, both sides and rear, Manufacture per spec.	$ 4000	$ 56,000
2	14	EA	Full/Full Wrap, bumper to bumper, both sides and rear, Installation, per spec.	$ 2000	$ 28,000
3	14	EA	Full/Full Wrap, bumper to bumper, both sides and rear, Removal, per spec.	$ 900	$ 12,600
4	14	EA	Full/Short Wrap, door to driver, both sides and rear, Manufacture per spec.	$ 3500	$ 49,000
5	14	EA	Full/Short Wrap, door to driver, both sides and rear. Installation, per spec.	$ 1800	$ 25,200
6	14	EA	Full/Short Wrap, door to driver, both sides and rear. Removal of Wrap, per spec.	$ 750	$ 10,500
7	14	EA	Half Bus, one side no rear, Manufacture per spec.	$ 1800	$ 25,200
8	14	EA	Half Bus, one side no rear. Installation, per spec.	$ 900	$ 12,600
9	14	EA	Half Bus, one side no rear. Installation Removal of Wrap per spec.	$ 400	$ 5,600
10	14	EA	Below Windows, one side only, no rear Manufacture per spec.	$ 300	$ 4200
11	14	EA	Below Windows, one side only, no rear. Installation, per spec.	$ 200	$ 2800
12	14	EA	Below Windows, one side only, no rear Removal of Wrap per spec.	$ 100	$ 1400
13	14	EA	King Kong wrap, between wheel wells floor to ceiling, Manufacture per spec.	$ 750	$ 10500
14	14	EA	King Kong wrap, between wheel wells floor to ceiling. Installation, per spec.	$ 400	$ 5600

15	14	EA	King Kong wrap, between wheel wells floor to ceiling. Removal of Wrap per spec.	$ 200	$ 2800
16	14	EA	Back only, with back bumper, Manufacture per spec.	$ 400	$ 5600
17	14	EA	Back only, with back bumper. Installation, per spec .	$ 200	$ 2800
18	14	EA	Back only, with back bumper. Removal of Wrap per spec.	$ 100	$ 1400
19	14	EA	Headline Banner, one side only, Manufacture per spec.	$ 500	$ 7000
20	14	EA	Headline Banner, one side only Installation, per spec.	$ 200	$ 2800
21	14	EA	Headline Banner, one side only Removal of Wrap per spec.	$ 100	$ 1400
22	14	EA	King 30" X 144" banner one side Manufacture per spec.	$ 200	$ 2800
23	14	EA	King 30" X 144" banner one side. Installation, per spec.	$ 75	$ 1050
24	14	EA	King 30" X 144" banner one side. Removal of Wrap per spec.	$ 50	$ 700
				Total	$ 27,550

City of Lubbock
Purchasing and Contract Management
BID FORM

In compliance with the **Invitation to Bid 14-11886-DG**, 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 **14-11886-DG** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY +/-	UOM	**DESCRIPTION 1999 35' Nova RTS Bus**	UNIT PRICE	EXTENDED COST
1	14	EA	Full/Full Wrap, bumper to bumper, both sides and rear, Manufacture per spec.	$ 3300	$ 46,200
2	14	EA	Full/Full Wrap, bumper to bumper, both sides and rear, Installation, per spec.	$ 1800	$ 25,200
3	14	EA	Full/Full Wrap, bumper to bumper, both sides and rear, Removal, per spec.	$ 800	$ 11,200
4	14	EA	Full/Short Wrap, door to driver, both sides and rear, Manufacture per spec.	$ 2800	$ 39,200
5	14	EA	Full/Short Wrap, door to driver, both sides and rear. Installation, per spec.	$ 1600	$ 22,400
6	14	EA	Full/Short Wrap, door to driver, both sides and rear. Removal of Wrap, per spec.	$ 600	$ 8,400
7	14	EA	Half Bus, one side no rear, Manufacture per spec.	$ 1400	$ 19,600
8	14	EA	Half Bus, one side no rear. Installation, per spec.	$ 750	$ 10,500
9	14	EA	Half Bus, one side no rear. Installation Removal of Wrap per spec.	$ 300	$ 4200
10	14	EA	Below Windows, one side only, no rear Manufacture per spec.	$ 350	$ 4900
11	14	EA	Below Windows, one side only, no rear. Installation, per spec.	$ 200	$ 2800
12	14	EA	Below Windows, one side only, no rear Removal of Wrap per spec.	$ 100	$ 1400
13	14	EA	King Kong wrap, between wheel wells floor to ceiling, Manufacture per spec.	$ 700	$ 9800
14	14	EA	King Kong wrap, between wheel wells floor to ceiling. Installation, per spec.	$ 400	$ 5600

15	14	EA	King Kong wrap, between wheel wells floor to ceiling. Removal of Wrap per spec.	$ 200	$ 2800
16	14	EA	Back only, with back bumper, Manufacture per spec.	$ 300	$ 4200
17	14	EA	Back only, with back bumper. Installation, per spec .	$ 150	$ 2100
18	14	EA	Back only, with back bumper. Removal of Wrap per spec.	$ 100	$ 1400
19	14	EA	Headline Banner, one side only, Manufacture per spec.	$ 450	$ 6300
20	14	EA	Headline Banner, one side only Installation, per spec.	$ 200	$ 2800
21	14	EA	Headline Banner, one side only Removal of Wrap per spec.	$ 100	$ 1400
22	14	EA	King 30" X 144" banner one side Manufacture per spec.	$ 200	$ 2800
23	14	EA	King 30" X 144" banner one side. Installation, per spec.	$ 75	$ 1050
24	14	EA	King 30" X 144" banner one side. Removal of Wrap per spec.	$ 50	$ 700
				Total	$ 236,950

City of Lubbock
Purchasing and Contract Management
BID FORM

In compliance with the **Invitation to Bid 14-11886-DG**, 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 **14-11886-DG** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY +/-	UOM	**DESCRIPTION 2009 30' Gillig EHybrid**	UNIT PRICE	EXTENDED COST
1	14	EA	Full/Full Wrap, bumper to bumper, both sides and rear, Manufacture per spec.	$ 3500	$ 49,000
2	14	EA	Full/Full Wrap, bumper to bumper, both sides and rear, Installation, per spec.	$ 1700	$ 23,800
3	14	EA	Full/Full Wrap, bumper to bumper, both sides and rear, Removal, per spec.	$ 700	$ 9,800
4	14	EA	Full/Short Wrap, door to driver, both sides and rear, Manufacture per spec.	$ 3000	$ 42,000
5	14	EA	Full/Short Wrap, door to driver, both sides and rear. Installation, per spec.	$ 1400	$ 19,600
6	14	EA	Full/Short Wrap, door to driver, both sides and rear. Removal of Wrap, per spec.	$ 450	$ 6300
7	14	EA	Half Bus, one side no rear, Manufacture per spec.	$ 1650	$ 23,100
8	14	EA	Half Bus, one side no rear. Installation, per spec.	$ 600	$ 8400
9	14	EA	Half Bus, one side no rear. Installation Removal of Wrap per spec.	$ 250	$ 3500
10	14	EA	Below Windows, one side only, no rear Manufacture per spec.	$ 200	$ 2800
11	14	EA	Below Windows, one side only, no rear. Installation, per spec.	$ 150	$ 2100
12	14	EA	Below Windows, one side only, no rear Removal of Wrap per spec.	$ 100	$ 1400
13	14	EA	King Kong wrap, between wheel wells floor to ceiling, Manufacture per spec.	$ 400	$ 5600

14	14	EA	King Kong wrap, between wheel wells floor to ceiling. Installation, per spec.	$ 200	$ 2800
15	14	EA	King Kong wrap, between wheel wells floor to ceiling. Removal of Wrap per spec.	$ 100	$ 1400
16	14	EA	Back only, with back bumper, Manufacture per spec.	$ 300	$ 4200
17	14	EA	Back only, with back bumper. Installation, per spec .	$ 150	$ 2100
18	14	EA	Back only, with back bumper. Removal of Wrap per spec.	$ 100	$ 1400
19	14	EA	Headline Banner, one side only, Manufacture per spec.	$ 400	$ 5600
20	14	EA	Headline Banner, one side only Installation, per spec.	$ 200	$ 2800
21	14	EA	Headline Banner, one side only Removal of Wrap per spec.	$ 100	$ 1400
22	14	EA	King 30" X 144" banner one side Manufacture per spec.	$ 200	$ 2800
23	14	EA	King 30" X 144" banner one side. Installation, per spec.	$ 75	$ 1050
24	14	EA	King 30" X 144" banner one side. Removal of Wrap per spec.	$ 50	$ 700
				Total	$ 223,650

City of Lubbock
Purchasing and Contract Management
BID FORM

In compliance with the **Invitation to Bid 14-11886-DG**, 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 **14-11886-DG** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY +/-	UOM	**DESCRIPTION 2011 35' Gillig EHybrid**	UNIT PRICE	EXTENDED COST
1	14	EA	Full/Full Wrap, bumper to bumper, both sides and rear, Manufacture per spec.	$ 3750	$ 52,500
2	14	EA	Full/Full Wrap, bumper to bumper, both sides and rear, Installation, per spec.	$ 1900	$ 26,600
3	14	EA	Full/Full Wrap, bumper to bumper, both sides and rear, Removal, per spec.	$ 800	$ 11,200
4	14	EA	Full/Short Wrap, door to driver, both sides and rear, Manufacture per spec.	$ 3250	$ 45,500
5	14	EA	Full/Short Wrap, door to driver, both sides and rear. Installation, per spec.	$ 1700	$ 23,800
6	14	EA	Full/Short Wrap, door to driver, both sides and rear. Removal of Wrap, per spec.	$ 600	$ 8400
7	14	EA	Half Bus, one side no rear, Manufacture per spec.	$ 1500	$ 21,000
8	14	EA	Half Bus, one side no rear. Installation, per spec.	$ 800	$ 11,200
9	14	EA	Half Bus, one side no rear. Installation Removal of Wrap per spec.	$ 300	$ 4200
10	14	EA	Below Windows, one side only, no rear Manufacture per spec.	$ 250	$ 3500
11	14	EA	Below Windows, one side only, no rear. Installation, per spec.	$ 150	$ 2100
12	14	EA	Below Windows, one side only, no rear Removal of Wrap per spec.	$ 100	$ 1400
13	14	EA	King Kong wrap, between wheel wells floor to ceiling, Manufacture per spec.	$ 750	$ 10,500
14	14	EA	King Kong wrap, between wheel wells floor to ceiling. Installation, per spec.	$ 400	$ 5600

15	14	EA	King Kong wrap, between wheel wells floor to ceiling. Removal of Wrap per spec.	$ 200	$ 2800
16	14	EA	Back only, with back bumper, Manufacture per spec.	$ 300	$ 4200
17	14	EA	Back only, with back bumper. Installation, per spec .	$ 150	$ 2100
18	14	EA	Back only, with back bumper. Removal of Wrap per spec.	$ 100	$ 1400
19	14	EA	Headline Banner, one side only, Manufacture per spec.	$ 450	$ 6300
20	14	EA	Headline Banner, one side only Installation, per spec.	$ 200	$ 2800
21	14	EA	Headline Banner, one side only Removal of Wrap per spec.	$ 100	$ 1400
22	14	EA	King 30" X 144" banner one side Manufacture per spec.	$ 200	$ 2800
23	14	EA	King 30" X 144" banner one side. Installation, per spec.	$ 75	$ 1050
24	14	EA	King 30" X 144" banner one side. Removal of Wrap per spec.	$ 50	$ 700
				Total	$ 253,050

City of Lubbock
Purchasing and Contract Management
BID FORM

In compliance with the **Invitation to Bid 14-11886-DG**, 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 **14-11886-DG** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY +/-	UOM	**DESCRIPTION 2013 35' Gillig EHybrid**	UNIT PRICE	EXTENDED COST
1	14	EA	Full/Full Wrap, bumper to bumper, both sides and rear, Manufacture per spec.	$ 3750	$ 52,500
2	14	EA	Full/Full Wrap, bumper to bumper, both sides and rear, Installation, per spec.	$ 1900	$ 26,600
3	14	EA	Full/Full Wrap, bumper to bumper, both sides and rear, Removal, per spec.	$ 800	$ 11,200
4	14	EA	Full/Short Wrap, door to driver, both sides and rear, Manufacture per spec.	$ 3250	$ 45,500
5	14	EA	Full/Short Wrap, door to driver, both sides and rear. Installation, per spec.	$ 1700	$ 23,800
6	14	EA	Full/Short Wrap, door to driver, both sides and rear. Removal of Wrap, per spec.	$ 600	$ 8400
7	14	EA	Half Bus, one side no rear, Manufacture per spec.	$ 1500	$ 21,000
8	14	EA	Half Bus, one side no rear. Installation, per spec.	$ 800	$ 11,200
9	14	EA	Half Bus, one side no rear. Installation Removal of Wrap per spec.	$ 300	$ 4200
10	14	EA	Below Windows, one side only, no rear Manufacture per spec.	$ 250	$ 3500
11	14	EA	Below Windows, one side only, no rear. Installation, per spec.	$ 150	$ 2100
12	14	EA	Below Windows, one side only, no rear Removal of Wrap per spec.	$ 100	$ 1400
13	14	EA	King Kong wrap, between wheel wells floor to ceiling, Manufacture per spec.	$ 750	$ 10,500
14	14	EA	King Kong wrap, between wheel wells floor to ceiling. Installation, per spec.	$ 400	$ 5600

15	14	EA	King Kong wrap, between wheel wells floor to ceiling. Removal of Wrap per spec.	$ 200	$ 2800
16	14	EA	Back only, with back bumper, Manufacture per spec.	$ 300	$ 4200
17	14	EA	Back only, with back bumper. Installation, per spec .	$ 150	$ 2100
18	14	EA	Back only, with back bumper. Removal of Wrap per spec.	$ 100	$ 1400
19	14	EA	Headline Banner, one side only, Manufacture per spec.	$ 450	$ 6300
20	14	EA	Headline Banner, one side only Installation, per spec.	$ 200	$ 2800
21	14	EA	Headline Banner, one side only Removal of Wrap per spec.	$ 100	$ 1400
22	14	EA	King 30" X 144" banner one side Manufacture per spec.	$ 200	$ 2800
23	14	EA	King 30" X 144" banner one side. Installation, per spec.	$ 75	$ 1050
24	14	EA	King 30" X 144" banner one side. Removal of Wrap per spec.	$ 50	$ 700
				Total	$ 25,050

City of Lubbock
Purchasing and Contract Management
BID FORM

In compliance with the **Invitation to Bid 14-11886-DG**, 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 **14-11886-DG** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY +/-	UOM	**DESCRIPTION 2006 35' Gillig EHybrid**	UNIT PRICE	EXTENDED COST
1	14	EA	Full/Full Wrap, bumper to bumper, both sides and rear, Manufacture per spec.	$ 3750	$ 52,500
2	14	EA	Full/Full Wrap, bumper to bumper, both sides and rear, Installation, per spec.	$ 1900	$ 26,600
3	14	EA	Full/Full Wrap, bumper to bumper, both sides and rear, Removal, per spec.	$ 800	$ 11,200
4	14	EA	Full/Short Wrap, door to driver, both sides and rear, Manufacture per spec.	$ 3250	$ 45,500
5	14	EA	Full/Short Wrap, door to driver, both sides and rear. Installation, per spec.	$ 1700	$ 23,800
6	14	EA	Full/Short Wrap, door to driver, both sides and rear. Removal of Wrap, per spec.	$ 600	$ 8,400
7	14	EA	Half Bus, one side no rear, Manufacture per spec.	$ 1500	$ 21,000
8	14	EA	Half Bus, one side no rear. Installation, per spec.	$ 800	$ 11,200
9	14	EA	Half Bus, one side no rear. Installation Removal of Wrap per spec.	$ 300	$ 4200
10	14	EA	Below Windows, one side only, no rear Manufacture per spec.	$ 250	$ 3500
11	14	EA	Below Windows, one side only, no rear. Installation, per spec.	$ 150	$ 2100
12	14	EA	Below Windows, one side only, no rear Removal of Wrap per spec.	$ 100	$ 1400
13	14	EA	King Kong wrap, between wheel wells floor to ceiling, Manufacture per spec.	$ 750	$ 10,500

14	14	EA	King Kong wrap, between wheel wells floor to ceiling. Installation, per spec.	$ 400	$ 5600
15	14	EA	King Kong wrap, between wheel wells floor to ceiling. Removal of Wrap per spec.	$ 200	$ 2800
16	14	EA	Back only, with back bumper, Manufacture per spec.	$ 300	$ 4200
17	14	EA	Back only, with back bumper. Installation, per spec .	$ 150	$ 2100
18	14	EA	Back only, with back bumper. Removal of Wrap per spec.	$ 100	$ 1400
19	14	EA	Headline Banner, one side only, Manufacture per spec.	$ 450	$ 6300
20	14	EA	Headline Banner, one side only Installation, per spec.	$ 200	$ 2800
21	14	EA	Headline Banner, one side only Removal of Wrap per spec.	$ 100	$ 1400
22	14	EA	King 30" X 144" banner one side Manufacture per spec.	$ 200	$ 2800
23	14	EA	King 30" X 144" banner one side. Installation, per spec.	$ 75	$ 1050
24	14	EA	King 30" X 144" banner one side. Removal of Wrap per spec.	$ 50	$ 700
				Total	$ 253,050

City of Lubbock
Purchasing and Contract Management
BID FORM

In compliance with the **Invitation to Bid 14-11886-DG**, 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 **14-11886-DG** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY +/-	UOM	**DESCRIPTION 2004 35' Gillig EHybrid**	UNIT PRICE	EXTENDED COST
1	14	EA	Full/Full Wrap, bumper to bumper, both sides and rear, Manufacture per spec.	$ 3750	$ 52,500
2	14	EA	Full/Full Wrap, bumper to bumper, both sides and rear, Installation, per spec.	$ 1900	$ 26,600
3	14	EA	Full/Full Wrap, bumper to bumper, both sides and rear, Removal, per spec.	$ 800	$ 11,200
4	14	EA	Full/Short Wrap, door to driver, both sides and rear, Manufacture per spec.	$ 3250	$ 45,500
5	14	EA	Full/Short Wrap, door to driver, both sides and rear. Installation, per spec.	$ 1700	$ 23,800
6	14	EA	Full/Short Wrap, door to driver, both sides and rear. Removal of Wrap, per spec.	$ 600	$ 8,400
7	14	EA	Half Bus, one side no rear, Manufacture per spec.	$ 1500	$ 21,000
8	14	EA	Half Bus, one side no rear. Installation, per spec.	$ 800	$ 11,200
9	14	EA	Half Bus, one side no rear. Installation Removal of Wrap per spec.	$ 300	$ 4200
10	14	EA	Below Windows, one side only, no rear Manufacture per spec.	$ 250	$ 3500
11	14	EA	Below Windows, one side only, no rear. Installation, per spec.	$ 150	$ 2100
12	14	EA	Below Windows, one side only, no rear Removal of Wrap per spec.	$ 100	$ 1400
13	14	EA	King Kong wrap, between wheel wells floor to ceiling, Manufacture per spec.	$ 750	$ 10,500

14	14	EA	King Kong wrap, between wheel wells floor to ceiling. Installation, per spec.	$ 400	$ 5600
15	14	EA	King Kong wrap, between wheel wells floor to ceiling. Removal of Wrap per spec.	$ 200	$ 2800
16	14	EA	Back only, with back bumper, Manufacture per spec.	$ 300	$ 4200
17	14	EA	Back only, with back bumper. Installation, per spec .	$ 150	$ 2100
18	14	EA	Back only, with back bumper. Removal of Wrap per spec.	$ 100	$ 1400
19	14	EA	Headline Banner, one side only, Manufacture per spec.	$ 450	$ 6300
20	14	EA	Headline Banner, one side only Installation, per spec.	$ 200	$ 2800
21	14	EA	Headline Banner, one side only Removal of Wrap per spec.	$ 100	$ 1400
22	14	EA	King 30" X 144" banner one side Manufacture per spec.	$ 200	$ 2800
23	14	EA	King 30" X 144" banner one side. Installation, per spec.	$ 75	$ 1050
24	14	EA	King 30" X 144" banner one side. Removal of Wrap per spec.	$ 50	$ 700
				Total	$ 253,050

City of Lubbock, Texas
Purchasing and Contract Management
Consideration of Location of Bidder's Principal Place of Business Affidavit of Eligibility

Pursuant to Texas Local Government Code §271.9051, in purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than $100,000 or a contract for other purchases in an amount of less than $500,000 with:

(1) the lowest bidder;

(2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

This section does not prohibit a municipality from rejecting all bids.

This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.

In order to receive consideration, bidders must submit this affidavit to:

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: Copy Craft Printers, Inc.

Local Address (must be within the City limits): 6024 45th Street, Lubbock, TX 79407

Address of the company's principal place of business within the United States: 6024 45th Street, Lubbock, TX 79407

1. How many residents of the City of Lubbock are employed at the above business location? 75
2. Year your business was established in the City of Lubbock: 1985
3. For transactions that require sales tax, provide the following Reseller information:

   Reseller Permit Number: 1-75-2373937-7

   Company Name and Address (as it appears on permit):

   Copy Craft Printers, Inc
   6024 45th Street, Lubbock, TX 79407
4. Does your business have more than one office in the State of Texas? ✓ Yes ____ No
   If Yes, identify the office location considered as the point-of sale credit for sales tax purposes:

   6024 45th Street, Lubbock, TX 79407
5. Was the local business required to pay business and/or real property tax for the most recent tax year? ✓ Yes ____ No

   If Yes, did the local business pay any of this tax to the City of Lubbock? ✓ Yes ____ No

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for eligibility shall be prohibited from bidding on City of Lubbock products and services for a period of one (1) year.

Authorized Signature: MarcHayes Date: 6/27/14

Printed Name and Title: Marc Hayes President

City of Lubbock, Texas

Purchasing and Contract Management
ITB 14-11886-DG- Vinyl Wrap Printing, Installation and Removal for Citibus
SPECIFICATIONS

I. SCOPE: This solicitation is an Invitation for Bid to establish an annual price contract for Printing, Installation and Removal of Vinyl Wraps for Citibus. This work will be done on Contractors site.

No guarantee of Volume. The City of Lubbock does not guarantee any specific amount of compensation volume, minimum or maximum. Amounts, quantities listed on the bid form are estimates only.

II. Printing of Vinyl Wraps

Quantity	Year	Manufacturer
12	2000	40' NOVA Bus
18	2001	40' NOVA Bus
14	1999	35' NOVA RTS Bus
6	2009	30' **Gillig eHybrids**
2	2011	35' **Gillig eHybrids**
4	2013	35' **Gillig eHybrids**
6	2004	35' **Gillig eHybrids**
7	2006	35' **Gillig eHybrids**

A. **The vinyl and vision to be quoted is as follows:**
B. **Vinyl:** Avery mpi1005ezrs with Avery dol1060 over laminate **OR APPROVED EQUAL**
C. **Vision** or window perforated vinyl: Clear Focus Classic Vue 8mil 2 year with Avery dol1060 over laminate **OR APPROVED EQUAL**
D. Companies are to provide their own template's for the bus vinyl, Citibus and or contractor will provide the art work in Adobe CS Illustrator.

III. INSTALLATION

1. Installation of Vinyl wraps will be done at the contractors place of business
2. Buses will be available for work an average of 6 days per week 8:00am to 11:00pm dependant on fleet needs. Buses will be washed by Citibus through our bus washer or hand washing, any additional cleaning or cleaning materials will be part of the bid price.
3. Contractor will provide a two year warranty on installed vinyl. Additionally no glue or material will be applied to hold the vinyl in place that will damage the underlying paint finish or that is not easily removable, any prior damage should be noted before vinyl is installed. All existing markings, ADA Handicap or other decals, logos, unit numbers or previous wraps, unless deemed unnecessary, **must** be removed prior to new wrap installation. All decals, marking, unit numbers, etc., are to be replaced with new as part of the job.
4. Vendor must repair or replace any section of the wrap that peels, tears, bubbles or fades
5. Installation time should be less than 2-3 days per full vinyl wrap, if more time is needed verbal approval must be received from Citibus Director of Maintenance.
6. Failure to meet the negotiated turnaround time will result in a percentage deduction from the cost of installation per written mutual agreement. This percentage will be negotiated
7. Photos of final vinyl wrap shall be emailed to the Director of Marketing for Proof of Performance (POP)

IV. REMOVAL

1. Removal of Vinyl wraps will be done at contractors place of business
2. Vendor will be required to remove the wrap and ensure that no paint will peel from the bus. In the event the paint does peel, it is to be noted in writing and a photo taken for determination of responsibility by the Director of Maintenance.
3. Removal time should be less than one week if more time is needed verbal approval must be received from Citibus Director of Maintenance.
4. Photo of vinyl removal shall be emailed to the Director of Maintenance for POP

V. REFERENCES: Supply a minimum of three references, which shall include the name and address of the company, contact name, telephone number and type of service provided.

VI. DOCUMENTS: Bidder must submit the following forms with their bid. Failure to do so may deem the bid non-responsive:

1. Statement of Eligibility
2. Affidavit of Non-Collusion
3. List of Similar Contracts
4. Buy America Certificate

VII. TERM: The contract shall be for a term of one (1) year, said date of term beginning upon formal approval. The contract may be renewed for an additional two (1) year terms under the same terms and conditions upon written agreement from both parties.

This agreement includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Citibus to be in violation of the FTA terms and conditions.

citibus

2014 Citibus Vinyl Wrap Program

Full/Full -bumper to bumper both sides and rear

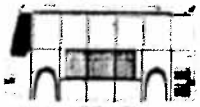
Full/Short -door to driver both sides and rear

Half Bus -one side only, no rear

Below Windows -one side only, no windows

King Kong - One side only, between wheels

King - 30"x144" one side only



Back only w/ back bumper

Headline Banner - one side only

City of Lubbock, TX
Vinyl Wraps Printing, Installation and Removal for Citibus
Bid Tabulation
August 28, 2014

ITB 14-11886-DG
Vinyl Wraps Printing, Installation and Removal for Citibus
1999 35' Nova Bus

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
1	14	EA	Full/Full Vinyl Wrap			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	$ 3,300	46,200
			Delta Signs and Designs	Lubbock,TX	3,500	49,000
			Signs on the Go	Lubbock, TX	4,500	63,000
			ClappSaddle Enterprises, LLC	Austin, TX	6,350	88,900
2	14	EA	Full/Full Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	1,500	21,000
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	1,800	25,200
			Signs on the Go	Lubbock, TX	2,000	28,000
			ClappSaddle Enterprises, LLC	Austin, TX	2,300	32,200
3	14	EA	Full/Full Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	800	11,200
			ClappSaddle Enterprises, LLC	Austin, TX	850	11,900
			Signs on the Go	Lubbock, TX	1,200	16,800
			Delta Signs and Designs	Lubbock,TX	1,500	21,000
4	14	EA	Full/Short Vinyl Wrap			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	2,800	39,200
			Delta Signs and Designs	Lubbock,TX	3,000	42,000
			Signs on the Go	Lubbock, TX	4,250	59,500
			ClappSaddle Enterprises, LLC	Austin, TX	6,100	85,400
5	14	EA	Full/Short Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	1,500	21,000
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	1,600	22,400
			Signs on the Go	Lubbock, TX	1,800	25,200
			ClappSaddle Enterprises, LLC	Austin, TX	2,200	30,800
6	14	EA	Full/Short Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	600	8,400
			ClappSaddle Enterprises, LLC	Austin, TX	750	10,500
			Signs on the Go	Lubbock, TX	1,000	14,000
			Delta Signs and Designs	Lubbock,TX	1,500	21,000
7	14	EA	Half Bus Vinyl Wrap			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	1,400	19,600
			Delta Signs and Designs	Lubbock,TX	1,500	21,000
			Signs on the Go	Lubbock, TX	2,350	32,900
			ClappSaddle Enterprises, LLC	Austin, TX	2,700	37,800
8	14	EA	Half Bus Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	540	10,500
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	750	7,560
			Signs on the Go	Lubbock, TX	1,000	14,000
			ClappSaddle Enterprises, LLC	Austin, TX	1,100	15,400

City of Lubbock, TX
Vinyl Wraps Printing, Installation and Removal for Citibus
Bid Tabulation
August 28, 2014

ITB 14-11886-DG
Vinyl Wraps Printing, Installation and Removal for Citibus
1999 35' Nova Bus

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
9	14	EA	Half Bus Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	300	4,200
			ClappSaddle Enterprises, LLC	Austin, TX	400	5,600
			Delta Signs and Designs	Lubbock,TX	540	7,560
			Signs on the Go	Lubbock, TX	600	8,400
10	14	EA	Below Vinyl Wrap			
			Delta Signs and Designs	Lubbock,TX	135	1,890
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	350	4,900
			ClappSaddle Enterprises, LLC	Austin, TX	450	6,300
			Signs on the Go	Lubbock, TX	675	9,450
11	14	EA	Below Bus Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	100	1,400
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	200	2,800
			ClappSaddle Enterprises, LLC	Austin, TX	300	4,200
			Signs on the Go	Lubbock, TX	400	5,600
12	14	EA	Below Bus Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	100	1,400
			Delta Signs and Designs	Lubbock,TX	100	1,400
			ClappSaddle Enterprises, LLC	Austin, TX	150	2,100
			Signs on the Go	Lubbock, TX	300	4,200
13	14	EA	King Kong Vinyl Wrap			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	700	9,800
			Signs on the Go	Lubbock, TX	750	10,500
			Delta Signs and Designs	Lubbock,TX	870	12,180
			ClappSaddle Enterprises, LLC	Austin, TX	1,650	23,100
14	14	EA	King Kong Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	270	3,780
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	400	5,600
			ClappSaddle Enterprises, LLC	Austin, TX	550	7,700
			Signs on the Go	Lubbock, TX	700	9,800
15	14	EA	King Kong Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	200	2,800
			ClappSaddle Enterprises, LLC	Austin, TX	225	3,150
			Delta Signs and Designs	Lubbock,TX	270	3,780
			Signs on the Go	Lubbock, TX	400	5,600

City of Lubbock, TX
Vinyl Wraps Printing, Installation and Removal for Citibus
Bid Tabulation
August 28, 2014

ITB 14-11886-DG
Vinyl Wraps Printing, Installation and Removal for Citibus
1999 35' Nova Bus

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
16	14	EA	Vinyl Wrap Back Only			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	300	4,200
			Signs on the Go	Lubbock, TX	340	4,760
			ClappSaddle Enterprises, LLC	Austin, TX	550	7,700
			Delta Signs and Designs	Lubbock,TX	600	8,400
17	14	EA	Vinyl Wrap Back Only Installed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	150	2,100
			Delta Signs and Designs	Lubbock,TX	155	2,170
			Signs on the Go	Lubbock, TX	225	3,150
			ClappSaddle Enterprises, LLC	Austin, TX	300	4,200
18	14	EA	Vinyl Wrap Back Only Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	100	1,400
			ClappSaddle Enterprises, LLC	Austin, TX	150	2,100
			Delta Signs and Designs	Lubbock,TX	155	2,170
			Signs on the Go	Lubbock, TX	200	2,800
19	14	EA	Headline Banner Vinyl Wrap			
			Signs on the Go	Lubbock, TX	275	3,850
			ClappSaddle Enterprises, LLC	Austin, TX	325	4,550
			Delta Signs and Designs	Lubbock,TX	375	5,250
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	450	6,300
20	14	EA	Headline Banner Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	120	1,680
			Signs on the Go	Lubbock, TX	150	2,100
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	200	2,800
			ClappSaddle Enterprises, LLC	Austin, TX	250	3,500
21	14	EA	Headline Banner Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	100	1,400
			Delta Signs and Designs	Lubbock,TX	120	1,680
			ClappSaddle Enterprises, LLC	Austin, TX	125	1,750
			Signs on the Go	Lubbock, TX	150	2,100
22	14	EA	King 30"x144" Vinyl Wrap			
			Signs on the Go	Lubbock, TX	150	2,100
			ClappSaddle Enterprises, LLC	Austin, TX	180	2,520
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	200	2,800
			Delta Signs and Designs	Lubbock,TX	200	2,800
23	14	EA	King 30"x144" Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	60	840
			ClappSaddle Enterprises, LLC	Austin, TX	75	1,050
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	75	1,050
			Signs on the Go	Lubbock, TX	85	1,190

City of Lubbock, TX
Vinyl Wraps Printing, Installation and Removal for Citibus
Bid Tabulation
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Vinyl Wraps Printing, Installation and Removal for Citibus

Item	Qty	U/M	1999 35' Nova Bus Description/Vendor	Location	Unit Price	Extended Cost
24	14	EA	King 30"x144" Vinyl Wrap Removed			
			ClappSaddle Enterprises, LLC	Austin, TX	35	490
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	50	700
			Delta Signs and Designs	Lubbock,TX	60	840
			Signs on the Go	Lubbock, TX	85	1,190
			All or None			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX		$ 223,160
			Signs on the Go	Lubbock, TX		261,170
			Delta Signs and Designs	Lubbock,TX		267,960
			ClappSaddle Enterprises, LLC	Austin, TX		381,640

City of Lubbock, TX
Vinyl Wraps Printing, Installation and Removal for Citibus
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ITB 14-11886-DG
Vinyl Wraps Printing, Installation and Removal for Citibus
2000 40' Nova Bus

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
1	14	EA	Full/Full Vinyl Wrap			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	4000	$ 56,000
			Delta Signs and Designs	Lubbock, TX	4500	63,000
			Signs on the Go	Lubbock, TX	4850	67,900
			ClappSaddle Enterprises, LLC	Austin, TX	6975	97,650
2	14	EA	Full/Full Vinyl Wrap Installed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	2000	28,000
			Delta Signs and Designs	Lubbock, TX	2000	28,000
			Signs on the Go	Lubbock, TX	2100	29,400
			ClappSaddle Enterprises, LLC	Austin, TX	2525	35,350
3	14	EA	Full/Full Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	900	12,600
			ClappSaddle Enterprises, LLC	Austin, TX	1000	14,000
			Signs on the Go	Lubbock, TX	1200	16,800
			Delta Signs and Designs	Lubbock, TX	2000	28,000
4	14	EA	Full/Short Vinyl Wrap			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	3500	49,000
			Delta Signs and Designs	Lubbock, TX	4000	56,000
			Signs on the Go	Lubbock, TX	4600	64,400
			ClappSaddle Enterprises, LLC	Austin, TX	6625	92,750
5	14	EA	Full/Short Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock, TX	1750	24,500
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	1800	25,200
			Signs on the Go	Lubbock, TX	1900	26,600
			ClappSaddle Enterprises, LLC	Austin, TX	2350	32,900
6	14	EA	Full/Short Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	750	10,500
			ClappSaddle Enterprises, LLC	Austin, TX	900	12,600
			Signs on the Go	Lubbock, TX	1100	15,400
			Delta Signs and Designs	Lubbock, TX	1750	24,500
7	14	EA	Half Bus Vinyl Wrap			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	1800	25,200
			Delta Signs and Designs	Lubbock, TX	2000	28,000
			Signs on the Go	Lubbock, TX	2500	35,000
			ClappSaddle Enterprises, LLC	Austin, TX	3250	45,500

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2000 40' Nova Bus

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
8	14	EA	Half Bus Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock, TX	720	10,080
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	900	12,600
			Signs on the Go	Lubbock, TX	1100	15,400
			ClappSaddle Enterprises, LLC	Austin, TX	1300	18,200
9	14	EA	Half Bus Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	400	5,600
			ClappSaddle Enterprises, LLC	Austin, TX	450	6,300
			Signs on the Go	Lubbock, TX	700	9,800
			Delta Signs and Designs	Lubbock, TX	720	10,080
10	14	EA	Below Vinyl Wrap			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	300	4,200
			ClappSaddle Enterprises, LLC	Austin, TX	500	7,000
			Delta Signs and Designs	Lubbock, TX	570	7,980
			Signs on the Go	Lubbock, TX	750	10,500
11	14	EA	Below Bus Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock, TX	180	2,520
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	200	2,800
			ClappSaddle Enterprises, LLC	Austin, TX	300	4,200
			Signs on the Go	Lubbock, TX	400	5,600
12	14	EA	Below Bus Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	100	1,400
			ClappSaddle Enterprises, LLC	Austin, TX	150	2,100
			Delta Signs and Designs	Lubbock, TX	180	2,520
			Signs on the Go	Lubbock, TX	300	4,200
13	14	EA	King Kong Vinyl Wrap			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	750	10,500
			Signs on the Go	Lubbock, TX	800	11,200
			Delta Signs and Designs	Lubbock, TX	1100	15,400
			ClappSaddle Enterprises, LLC	Austin, TX	1700	23,800
14	14	EA	King Kong Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock, TX	360	5,040
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	400	5,600
			ClappSaddle Enterprises, LLC	Austin, TX	650	9,100
			Signs on the Go	Lubbock, TX	800	11,200
15	14	EA	King Kong Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	200	2,800
			ClappSaddle Enterprises, LLC	Austin, TX	275	3,850
			Delta Signs and Designs	Lubbock, TX	360	5,040
			Signs on the Go	Lubbock, TX	400	5,600

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2000 40' Nova Bus

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
16	14	EA	Vinyl Wrap Back Only			
			Signs on the Go	Lubbock, TX	340	4,760
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	400	5,600
			Delta Signs and Designs	Lubbock, TX	600	8,400
			ClappSaddle Enterprises, LLC	Austin, TX	725	10,150
17	14	EA	Vinyl Wrap Back Only Installed			
			Delta Signs and Designs	Lubbock, TX	160	2,240
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	200	2,800
			Signs on the Go	Lubbock, TX	225	3,150
			ClappSaddle Enterprises, LLC	Austin, TX	350	4,900
18	14	EA	Vinyl Wrap Back Only Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	100	1,400
			Delta Signs and Designs	Lubbock, TX	160	2,240
			ClappSaddle Enterprises, LLC	Austin, TX	175	2,450
			Signs on the Go	Lubbock, TX	200	2,800
19	14	EA	Headline Banner Vinyl Wrap			
			Signs on the Go	Lubbock, TX	300	4,200
			ClappSaddle Enterprises, LLC	Austin, TX	400	5,600
			Delta Signs and Designs	Lubbock, TX	480	6,720
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	500	7,000
20	14	EA	Headline Banner Vinyl Wrap Installed			
			Signs on the Go	Lubbock, TX	150	2,100
			Delta Signs and Designs	Lubbock, TX	160	2,240
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	200	2,800
			ClappSaddle Enterprises, LLC	Austin, TX	275	3,850
21	14	EA	Headline Banner Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	100	1,400
			Signs on the Go	Lubbock, TX	150	2,100
			ClappSaddle Enterprises, LLC	Austin, TX	150	2,100
			Delta Signs and Designs	Lubbock, TX	160	2,240
22	14	EA	King 30"x144" Vinyl Wrap			
			Signs on the Go	Lubbock, TX	150	2,100
			ClappSaddle Enterprises, LLC	Austin, TX	180	2,520
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	200	2,800
			Delta Signs and Designs	Lubbock, TX	200	2,800
23	14	EA	King 30"x144" Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock, TX	60	840
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	75	1,050
			ClappSaddle Enterprises, LLC	Austin, TX	75	1,050
			Signs on the Go	Lubbock, TX	85	1,190

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Vinyl Wraps Printing, Installation and Removal for Citibus

Item	Qty	U/M	2000 40' Nova Bus Description/Vendor	Location	Unit Price	Extended Cost
24	14	EA	King 30"x144" Vinyl Wrap Removed			
			ClappSaddle Enterprises, LLC	Austin, TX	35	490
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	50	700
			Delta Signs and Designs	Lubbock, TX	60	840
			Signs on the Go	Lubbock, TX	85	1,190
			All or None			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX		$ 277,550
			Delta Signs and Designs	Lubbock, TX		339,500
			Signs on the Go	Lubbock, TX		352,590
			ClappSaddle Enterprises, LLC	Austin, TX		438,410

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Vinyl Wraps Printing, Installation and Removal for Citibus
2001 40' Nova Bus

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
1	14	EA	Full/Full Vinyl Wrap			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	4000	$ 56,000
			Delta Signs and Designs	Lubbock,TX	4500	63,000
			Signs on the Go	Lubbock, TX	4850	67,900
			ClappSaddle Enterprises, LLC	Austin, TX	6975	97,650
2	14	EA	Full/Full Vinyl Wrap Installed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	2000	28,000
			Delta Signs and Designs	Lubbock,TX	2000	28,000
			Signs on the Go	Lubbock, TX	2100	29,400
			ClappSaddle Enterprises, LLC	Austin, TX	2525	35,350
3	14	EA	Full/Full Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	900	12,600
			ClappSaddle Enterprises, LLC	Austin, TX	1000	14,000
			Signs on the Go	Lubbock, TX	1200	16,800
			Delta Signs and Designs	Lubbock,TX	2000	28,000
4	14	EA	Full/Short Vinyl Wrap			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	3500	49,000
			Delta Signs and Designs	Lubbock,TX	4000	56,000
			Signs on the Go	Lubbock, TX	4600	64,400
			ClappSaddle Enterprises, LLC	Austin, TX	6625	92,750
5	14	EA	Full/Short Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	1750	24,500
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	1800	25,200
			Signs on the Go	Lubbock, TX	1900	26,600
			ClappSaddle Enterprises, LLC	Austin, TX	2350	32,900
6	14	EA	Full/Short Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	750	10,500
			ClappSaddle Enterprises, LLC	Austin, TX	900	12,600
			Signs on the Go	Lubbock, TX	1100	15,400
			Delta Signs and Designs	Lubbock,TX	1750	24,500
7	14	EA	Half Bus Vinyl Wrap			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	1800	25,200
			Delta Signs and Designs	Lubbock,TX	2000	28,000
			Signs on the Go	Lubbock, TX	2500	35,000
			ClappSaddle Enterprises, LLC	Austin, TX	3250	45,500

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Vinyl Wraps Printing, Installation and Removal for Citibus
2001 40' Nova Bus

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
8	14	EA	Half Bus Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	720	10,080
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	900	12,600
			Signs on the Go	Lubbock, TX	1100	15,400
			ClappSaddle Enterprises, LLC	Austin, TX	1300	18,200
9	14	EA	Half Bus Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	400	5,600
			ClappSaddle Enterprises, LLC	Austin, TX	450	6,300
			Signs on the Go	Lubbock, TX	700	9,800
			Delta Signs and Designs	Lubbock,TX	720	10,080
10	14	EA	Below Vinyl Wrap			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	300	4,200
			ClappSaddle Enterprises, LLC	Austin, TX	500	7,000
			Delta Signs and Designs	Lubbock,TX	570	7,980
			Signs on the Go	Lubbock, TX	750	10,500
11	14	EA	Below Bus Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	180	2,520
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	200	2,800
			ClappSaddle Enterprises, LLC	Austin, TX	300	4,200
			Signs on the Go	Lubbock, TX	400	5,600
12	14	EA	Below Bus Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	100	1,400
			ClappSaddle Enterprises, LLC	Austin, TX	150	2,100
			Delta Signs and Designs	Lubbock,TX	180	2,520
			Signs on the Go	Lubbock, TX	300	4,200
13	14	EA	King Kong Vinyl Wrap			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	750	10,500
			Signs on the Go	Lubbock, TX	800	11,200
			Delta Signs and Designs	Lubbock,TX	1100	15,400
			ClappSaddle Enterprises, LLC	Austin, TX	1700	23,800
14	14	EA	King Kong Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	360	5,040
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	400	5,600
			ClappSaddle Enterprises, LLC	Austin, TX	650	9,100
			Signs on the Go	Lubbock, TX	800	11,200
15	14	EA	King Kong Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	200	2,800
			ClappSaddle Enterprises, LLC	Austin, TX	275	3,850
			Delta Signs and Designs	Lubbock,TX	360	5,040
			Signs on the Go	Lubbock, TX	400	5,600

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2001 40' Nova Bus

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
16	14	EA	Vinyl Wrap Back Only			
			Signs on the Go	Lubbock, TX	340	4,760
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	400	5,600
			Delta Signs and Designs	Lubbock,TX	600	8,400
			ClappSaddle Enterprises, LLC	Austin, TX	725	10,150
17	14	EA	Vinyl Wrap Back Only Installed			
			Delta Signs and Designs	Lubbock,TX	160	2,240
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	200	2,800
			Signs on the Go	Lubbock, TX	225	3,150
			ClappSaddle Enterprises, LLC	Austin, TX	350	4,900
18	14	EA	Vinyl Wrap Back Only Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	100	1,400
			Delta Signs and Designs	Lubbock,TX	160	2,240
			ClappSaddle Enterprises, LLC	Austin, TX	175	2,450
			Signs on the Go	Lubbock, TX	200	2,800
19	14	EA	Headline Banner Vinyl Wrap			
			Signs on the Go	Lubbock, TX	300	4,200
			ClappSaddle Enterprises, LLC	Austin, TX	400	5,600
			Delta Signs and Designs	Lubbock,TX	480	6,720
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	500	7,000
20	14	EA	Headline Banner Vinyl Wrap Installed			
			Signs on the Go	Lubbock, TX	150	2,100
			Delta Signs and Designs	Lubbock,TX	160	2,240
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	200	2,800
			ClappSaddle Enterprises, LLC	Austin, TX	275	3,850
21	14	EA	Headline Banner Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	100	1,400
			Signs on the Go	Lubbock, TX	150	2,100
			ClappSaddle Enterprises, LLC	Austin, TX	150	2,100
			Delta Signs and Designs	Lubbock,TX	160	2,240
22	14	EA	King 30"x144" Vinyl Wrap			
			Signs on the Go	Lubbock, TX	150	2,100
			ClappSaddle Enterprises, LLC	Austin, TX	180	2,520
			Delta Signs and Designs	Lubbock,TX	200	2,800
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	700	9,800
23	14	EA	King 30"x144" Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	60	840
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	75	1,050
			ClappSaddle Enterprises, LLC	Austin, TX	75	1,050
			Signs on the Go	Lubbock, TX	85	1,190

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Vinyl Wraps Printing, Installation and Removal for Citibus

Item	Qty	U/M	2001 40' Nova Bus Description/Vendor	Location	Unit Price	Extended Cost
24	14	EA	King 30"x144" Vinyl Wrap Removed			
			ClappSaddle Enterprises, LLC	Austin, TX	35	490
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	50	700
			Delta Signs and Designs	Lubbock,TX	60	840
			Signs on the Go	Lubbock, TX	85	1,190
			All or None			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX		$ 284,550
			Delta Signs and Designs	Lubbock,TX		339,220
			Signs on the Go	Lubbock, TX		352,590
			ClappSaddle Enterprises, LLC	Austin, TX		438,410

City of Lubbock, TX
Vinyl Wraps Printing, Installation and Removal for Citibus
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ITB 14-11886-DG
Vinyl Wraps Printing, Installation and Removal for Citibus
2004 35' Gillig Ehybrid

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
1	14	EA	Full/Full Vinyl Wrap			
			Delta Signs and Designs	Lubbock,TX	3500	$ 49,000
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	3750	52,500
			Signs on the Go	Lubbock, TX	4850	67,900
			ClappSaddle Enterprises, LLC	Austin, TX	6175	86,450
2	14	EA	Full/Full Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	1500	21,000
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	1900	26,600
			Signs on the Go	Lubbock, TX	2100	29,400
			ClappSaddle Enterprises, LLC	Austin, TX	2450	34,300
3	14	EA	Full/Full Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	800	11,200
			ClappSaddle Enterprises, LLC	Austin, TX	950	13,300
			Signs on the Go	Lubbock, TX	1200	16,800
			Delta Signs and Designs	Lubbock,TX	1500	21,000
4	14	EA	Full/Short Vinyl Wrap			
			Delta Signs and Designs	Lubbock,TX	3000	42,000
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	3250	45,500
			Signs on the Go	Lubbock, TX	4600	64,400
			ClappSaddle Enterprises, LLC	Austin, TX	5875	82,250
5	14	EA	Full/Short Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	1500	21,000
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	1700	23,800
			Signs on the Go	Lubbock, TX	1900	26,600
			ClappSaddle Enterprises, LLC	Austin, TX	2350	32,900
6	14	EA	Full/Short Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	600	8,400
			ClappSaddle Enterprises, LLC	Austin, TX	900	12,600
			Signs on the Go	Lubbock, TX	1100	15,400
			Delta Signs and Designs	Lubbock,TX	1500	21,000
7	14	EA	Half Bus Vinyl Wrap			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	1500	21,000
			Delta Signs and Designs	Lubbock,TX	1500	21,000
			Signs on the Go	Lubbock, TX	2500	35,000
			ClappSaddle Enterprises, LLC	Austin, TX	2600	36,400

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Vinyl Wraps Printing, Installation and Removal for Citibus
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2004 35' Gillig Ehybrid

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
8	14	EA	Half Bus Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	540	7,560
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	800	11,200
			Signs on the Go	Lubbock, TX	1100	15,400
			ClappSaddle Enterprises, LLC	Austin, TX	1250	17,500
9	14	EA	Half Bus Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	300	4,200
			ClappSaddle Enterprises, LLC	Austin, TX	475	6,650
			Delta Signs and Designs	Lubbock,TX	540	7,560
			Signs on the Go	Lubbock, TX	700	9,800
10	14	EA	Below Vinyl Wrap			
			Delta Signs and Designs	Lubbock,TX	135	1,890
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	250	3,500
			ClappSaddle Enterprises, LLC	Austin, TX	450	6,300
			Signs on the Go	Lubbock, TX	750	10,500
11	14	EA	Below Bus Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	100	1,400
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	150	2,100
			ClappSaddle Enterprises, LLC	Austin, TX	325	4,550
			Signs on the Go	Lubbock, TX	400	5,600
12	14	EA	Below Bus Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	100	1,400
			Delta Signs and Designs	Lubbock,TX	100	1,400
			ClappSaddle Enterprises, LLC	Austin, TX	175	2,450
			Signs on the Go	Lubbock, TX	300	4,200
13	14	EA	King Kong Vinyl Wrap			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	750	10,500
			Signs on the Go	Lubbock, TX	800	11,200
			Delta Signs and Designs	Lubbock,TX	870	12,180
			ClappSaddle Enterprises, LLC	Austin, TX	1550	21,700
14	14	EA	King Kong Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	270	3,780
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	400	5,600
			ClappSaddle Enterprises, LLC	Austin, TX	650	9,100
			Signs on the Go	Lubbock, TX	800	11,200
15	14	EA	King Kong Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	200	2,800
			Delta Signs and Designs	Lubbock,TX	270	3,780
			ClappSaddle Enterprises, LLC	Austin, TX	275	3,850
			Signs on the Go	Lubbock, TX	400	5,600

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2004 35' Gillig Ehybrid

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
16	14	EA	Vinyl Wrap Back Only			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	300	4,200
			Signs on the Go	Lubbock, TX	340	4,760
			ClappSaddle Enterprises, LLC	Austin, TX	500	7,000
			Delta Signs and Designs	Lubbock,TX	600	8,400
17	14	EA	Vinyl Wrap Back Only Installed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	150	2,100
			Delta Signs and Designs	Lubbock,TX	155	2,170
			Signs on the Go	Lubbock, TX	225	3,150
			ClappSaddle Enterprises, LLC	Austin, TX	325	4,550
18	14	EA	Vinyl Wrap Back Only Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	100	1,400
			Delta Signs and Designs	Lubbock,TX	155	2,170
			ClappSaddle Enterprises, LLC	Austin, TX	175	2,450
			Signs on the Go	Lubbock, TX	200	2,800
19	14	EA	Headline Banner Vinyl Wrap			
			Signs on the Go	Lubbock, TX	300	4,200
			ClappSaddle Enterprises, LLC	Austin, TX	350	4,900
			Delta Signs and Designs	Lubbock,TX	375	5,250
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	450	6,300
20	14	EA	Headline Banner Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	120	1,680
			Signs on the Go	Lubbock, TX	150	2,100
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	200	2,800
			ClappSaddle Enterprises, LLC	Austin, TX	250	3,500
21	14	EA	Headline Banner Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	100	1,400
			Delta Signs and Designs	Lubbock,TX	120	1,680
			ClappSaddle Enterprises, LLC	Austin, TX	125	1,750
			Signs on the Go	Lubbock, TX	150	2,100
22	14	EA	King 30"x144" Vinyl Wrap			
			Signs on the Go	Lubbock, TX	150	2,100
			ClappSaddle Enterprises, LLC	Austin, TX	180	2,520
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	200	2,800
			Delta Signs and Designs	Lubbock,TX	200	2,800
23	14	EA	King 30"x144" Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	60	840
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	75	1,050
			ClappSaddle Enterprises, LLC	Austin, TX	75	1,050
			Signs on the Go	Lubbock, TX	85	1,190

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2004 35' Gillig Ehybrid

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
24	14	EA	King 30"x144" Vinyl Wrap Removed			
			ClappSaddle Enterprises, LLC	Austin, TX	35	490
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	50	700
			Delta Signs and Designs	Lubbock,TX	60	840
			Signs on the Go	Lubbock, TX	85	1,190
			All or None			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX		$ 253,050
			Delta Signs and Designs	Lubbock,TX		261,380
			Signs on the Go	Lubbock, TX		352,590
			ClappSaddle Enterprises, LLC	Austin, TX		398,510

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2006 35' Gillig Ehybrid

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
1	14	EA	Full/Full Vinyl Wrap			
			Delta Signs and Designs	Lubbock, TX	3500	$ 49,000
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	3750	52,500
			Signs on the Go	Lubbock, TX	4850	67,900
			ClappSaddle Enterprises, LLC	Austin, TX	6175	86,450
2	14	EA	Full/Full Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock, TX	1500	21,000
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	1900	26,600
			Signs on the Go	Lubbock, TX	2100	29,400
			ClappSaddle Enterprises, LLC	Austin, TX	2450	34,300
3	14	EA	Full/Full Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	800	11,200
			ClappSaddle Enterprises, LLC	Austin, TX	950	13,300
			Signs on the Go	Lubbock, TX	1200	16,800
			Delta Signs and Designs	Lubbock, TX	1500	21,000
4	14	EA	Full/Short Vinyl Wrap			
			Delta Signs and Designs	Lubbock, TX	3000	42,000
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	3250	45,500
			Signs on the Go	Lubbock, TX	4600	64,400
			ClappSaddle Enterprises, LLC	Austin, TX	5875	82,250
5	14	EA	Full/Short Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock, TX	1500	21,000
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	1700	23,800
			Signs on the Go	Lubbock, TX	1900	26,600
			ClappSaddle Enterprises, LLC	Austin, TX	2350	32,900
6	14	EA	Full/Short Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	600	8,400
			ClappSaddle Enterprises, LLC	Austin, TX	900	12,600
			Signs on the Go	Lubbock, TX	1100	15,400
			Delta Signs and Designs	Lubbock, TX	1500	21,000
7	14	EA	Half Bus Vinyl Wrap			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	1500	21,000
			Delta Signs and Designs	Lubbock, TX	1500	21,000
			Signs on the Go	Lubbock, TX	2500	35,000
			ClappSaddle Enterprises, LLC	Austin, TX	2600	36,400
8	14	EA	Half Bus Vinyl Wrap Installed			

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2006 35' Gillig Ehybrid

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
			Delta Signs and Designs	Lubbock, TX	540	7,560
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	800	11,200
			Signs on the Go	Lubbock, TX	1100	15,400
			ClappSaddle Enterprises, LLC	Austin, TX	1250	17,500
9	14	EA	Half Bus Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	300	4,200
			ClappSaddle Enterprises, LLC	Austin, TX	475	6,650
			Delta Signs and Designs	Lubbock, TX	540	7,560
			Signs on the Go	Lubbock, TX	700	9,800
10	14	EA	Below Vinyl Wrap			
			Delta Signs and Designs	Lubbock, TX	135	1,890
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	250	3,500
			ClappSaddle Enterprises, LLC	Austin, TX	450	6,300
			Signs on the Go	Lubbock, TX	750	10,500
11	14	EA	Below Bus Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock, TX	100	1,400
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	150	2,100
			ClappSaddle Enterprises, LLC	Austin, TX	325	4,550
			Signs on the Go	Lubbock, TX	400	5,600
12	14	EA	Below Bus Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	100	1,400
			Delta Signs and Designs	Lubbock, TX	100	1,400
			ClappSaddle Enterprises, LLC	Austin, TX	175	2,450
			Signs on the Go	Lubbock, TX	300	4,200
13	14	EA	King Kong Vinyl Wrap			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	750	10,500
			Signs on the Go	Lubbock, TX	800	11,200
			Delta Signs and Designs	Lubbock, TX	870	12,180
			ClappSaddle Enterprises, LLC	Austin, TX	1550	21,700
14	14	EA	King Kong Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock, TX	270	3,780
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	400	5,600
			ClappSaddle Enterprises, LLC	Austin, TX	650	9,100
			Signs on the Go	Lubbock, TX	800	11,200
15	14	EA	King Kong Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	200	2,800
			Delta Signs and Designs	Lubbock, TX	270	3,780
			ClappSaddle Enterprises, LLC	Austin, TX	275	3,850

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2006 35' Gillig Ehybrid

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
			Signs on the Go	Lubbock, TX	400	5,600
16	14	EA	Vinyl Wrap Back Only			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	300	4,200
			Signs on the Go	Lubbock, TX	340	4,760
			ClappSaddle Enterprises, LLC	Austin, TX	500	7,000
			Delta Signs and Designs	Lubbock, TX	600	8,400
17	14	EA	Vinyl Wrap Back Only Installed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	150	2,100
			Delta Signs and Designs	Lubbock, TX	155	2,170
			Signs on the Go	Lubbock, TX	225	3,150
			ClappSaddle Enterprises, LLC	Austin, TX	325	4,550
18	14	EA	Vinyl Wrap Back Only Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	100	1,400
			Delta Signs and Designs	Lubbock, TX	155	2,170
			Signs on the Go	Lubbock, TX	200	2,800
			ClappSaddle Enterprises, LLC	Austin, TX	175	2,450
19	14	EA	Headline Banner Vinyl Wrap			
			Signs on the Go	Lubbock, TX	300	4,200
			ClappSaddle Enterprises, LLC	Austin, TX	350	4,900
			Delta Signs and Designs	Lubbock, TX	375	5,250
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	450	6,300
20	14	EA	Headline Banner Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock, TX	120	1,680
			Signs on the Go	Lubbock, TX	150	2,100
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	200	2,800
			ClappSaddle Enterprises, LLC	Austin, TX	250	3,500
21	14	EA	Headline Banner Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	100	1,400
			Delta Signs and Designs	Lubbock, TX	120	1,680
			ClappSaddle Enterprises, LLC	Austin, TX	125	1,750
			Signs on the Go	Lubbock, TX	150	2,100
22	14	EA	King 30"x144" Vinyl Wrap			
			Signs on the Go	Lubbock, TX	150	2,100
			ClappSaddle Enterprises, LLC	Austin, TX	180	2,520
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	200	2,800
			Delta Signs and Designs	Lubbock, TX	200	2,800
23	14	EA	King 30"x144" Vinyl Wrap Installed			

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Item	Qty	U/M	2006 35' Gillig Ehybrid Description/Vendor	Location	Unit Price	Extended Cost
			Delta Signs and Designs	Lubbock, TX	60	840
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	75	1,050
			ClappSaddle Enterprises, LLC	Austin, TX	75	1,050
			Signs on the Go	Lubbock, TX	85	1,190
24	14	EA	King 30"x144" Vinyl Wrap Removed			
			ClappSaddle Enterprises, LLC	Austin, TX	35	490
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	50	700
			Delta Signs and Designs	Lubbock, TX	60	840
			Signs on the Go	Lubbock, TX	85	1,190
			All or None			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX		$ 253,050
			Delta Signs and Designs	Lubbock, TX		261,380
			Signs on the Go	Lubbock, TX		352,590
			ClappSaddle Enterprises, LLC	Austin, TX		398,510

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2006 35' Gillig Ehybrid

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
1	14	EA	Full/Full Vinyl Wrap			
			Delta Signs and Designs	Lubbock, TX	3500	$ 49,000
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	3750	52,500
			Signs on the Go	Lubbock, TX	4850	67,900
			ClappSaddle Enterprises, LLC	Austin, TX	6175	86,450
2	14	EA	Full/Full Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock, TX	1500	21,000
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	1900	26,600
			Signs on the Go	Lubbock, TX	2100	29,400
			ClappSaddle Enterprises, LLC	Austin, TX	2450	34,300
3	14	EA	Full/Full Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	800	11,200
			ClappSaddle Enterprises, LLC	Austin, TX	950	13,300
			Signs on the Go	Lubbock, TX	1200	16,800
			Delta Signs and Designs	Lubbock, TX	1500	21,000
4	14	EA	Full/Short Vinyl Wrap			
			Delta Signs and Designs	Lubbock, TX	3000	42,000
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	3250	45,500
			Signs on the Go	Lubbock, TX	4600	64,400
			ClappSaddle Enterprises, LLC	Austin, TX	5875	82,250
5	14	EA	Full/Short Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock, TX	1500	21,000
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	1700	23,800
			Signs on the Go	Lubbock, TX	1900	26,600
			ClappSaddle Enterprises, LLC	Austin, TX	2350	32,900
6	14	EA	Full/Short Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	600	8,400
			ClappSaddle Enterprises, LLC	Austin, TX	900	12,600
			Signs on the Go	Lubbock, TX	1100	15,400
			Delta Signs and Designs	Lubbock, TX	1500	21,000
7	14	EA	Half Bus Vinyl Wrap			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	1500	21,000
			Delta Signs and Designs	Lubbock, TX	1500	21,000
			Signs on the Go	Lubbock, TX	2500	35,000
			ClappSaddle Enterprises, LLC	Austin, TX	2600	36,400
8	14	EA	Half Bus Vinyl Wrap Installed			

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2006 35' Gillig Ehybrid

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
			Delta Signs and Designs	Lubbock, TX	540	7,560
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	800	11,200
			Signs on the Go	Lubbock, TX	1100	15,400
			ClappSaddle Enterprises, LLC	Austin, TX	1250	17,500
9	14	EA	Half Bus Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	300	4,200
			ClappSaddle Enterprises, LLC	Austin, TX	475	6,650
			Delta Signs and Designs	Lubbock, TX	540	7,560
			Signs on the Go	Lubbock, TX	700	9,800
10	14	EA	Below Vinyl Wrap			
			Delta Signs and Designs	Lubbock, TX	135	1,890
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	250	3,500
			ClappSaddle Enterprises, LLC	Austin, TX	450	6,300
			Signs on the Go	Lubbock, TX	750	10,500
11	14	EA	Below Bus Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock, TX	100	1,400
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	150	2,100
			ClappSaddle Enterprises, LLC	Austin, TX	325	4,550
			Signs on the Go	Lubbock, TX	400	5,600
12	14	EA	Below Bus Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	100	1,400
			Delta Signs and Designs	Lubbock, TX	100	1,400
			ClappSaddle Enterprises, LLC	Austin, TX	175	2,450
			Signs on the Go	Lubbock, TX	300	4,200
13	14	EA	King Kong Vinyl Wrap			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	750	10,500
			Signs on the Go	Lubbock, TX	800	11,200
			Delta Signs and Designs	Lubbock, TX	870	12,180
			ClappSaddle Enterprises, LLC	Austin, TX	1550	21,700
14	14	EA	King Kong Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock, TX	270	3,780
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	400	5,600
			ClappSaddle Enterprises, LLC	Austin, TX	650	9,100
			Signs on the Go	Lubbock, TX	800	11,200
15	14	EA	King Kong Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	200	2,800
			Delta Signs and Designs	Lubbock, TX	270	3,780
			ClappSaddle Enterprises, LLC	Austin, TX	275	3,850

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2006 35' Gillig Ehybrid

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
			Signs on the Go	Lubbock, TX	400	5,600
16	14	EA	Vinyl Wrap Back Only			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	300	4,200
			Signs on the Go	Lubbock, TX	340	4,760
			ClappSaddle Enterprises, LLC	Austin, TX	500	7,000
			Delta Signs and Designs	Lubbock, TX	600	8,400
17	14	EA	Vinyl Wrap Back Only Installed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	150	2,100
			Delta Signs and Designs	Lubbock, TX	155	2,170
			Signs on the Go	Lubbock, TX	225	3,150
			ClappSaddle Enterprises, LLC	Austin, TX	325	4,550
18	14	EA	Vinyl Wrap Back Only Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	100	1,400
			Delta Signs and Designs	Lubbock, TX	155	2,170
			Signs on the Go	Lubbock, TX	200	2,800
			ClappSaddle Enterprises, LLC	Austin, TX	175	2,450
19	14	EA	Headline Banner Vinyl Wrap			
			Signs on the Go	Lubbock, TX	300	4,200
			ClappSaddle Enterprises, LLC	Austin, TX	350	4,900
			Delta Signs and Designs	Lubbock, TX	375	5,250
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	450	6,300
20	14	EA	Headline Banner Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock, TX	120	1,680
			Signs on the Go	Lubbock, TX	150	2,100
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	200	2,800
			ClappSaddle Enterprises, LLC	Austin, TX	250	3,500
21	14	EA	Headline Banner Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	100	1,400
			Delta Signs and Designs	Lubbock, TX	120	1,680
			ClappSaddle Enterprises, LLC	Austin, TX	125	1,750
			Signs on the Go	Lubbock, TX	150	2,100
22	14	EA	King 30"x144" Vinyl Wrap			
			Signs on the Go	Lubbock, TX	150	2,100
			ClappSaddle Enterprises, LLC	Austin, TX	180	2,520
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	200	2,800
			Delta Signs and Designs	Lubbock, TX	200	2,800
23	14	EA	King 30"x144" Vinyl Wrap Installed			

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Item	Qty	U/M	2006 35' Gillig Ehybrid Description/Vendor	Location	Unit Price	Extended Cost
			Delta Signs and Designs	Lubbock, TX	60	840
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	75	1,050
			ClappSaddle Enterprises, LLC	Austin, TX	75	1,050
			Signs on the Go	Lubbock, TX	85	1,190
24	14	EA	King 30"x144" Vinyl Wrap Removed			
			ClappSaddle Enterprises, LLC	Austin, TX	35	490
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	50	700
			Delta Signs and Designs	Lubbock, TX	60	840
			Signs on the Go	Lubbock, TX	85	1,190
			All or None			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX		$ 253,050
			Delta Signs and Designs	Lubbock, TX		261,380
			Signs on the Go	Lubbock, TX		352,590
			ClappSaddle Enterprises, LLC	Austin, TX		398,510

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2009 30' Gillig Ehybrid

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
1	14	EA	Full/Full Vinyl Wrap			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	3500	$ 49,000
			Delta Signs and Designs	Lubbock,TX	3500	49,000
			Signs on the Go	Lubbock, TX	4150	58,100
			ClappSaddle Enterprises, LLC	Austin, TX	6175	86,450
2	14	EA	Full/Full Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	1500	21,000
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	1700	23,800
			Signs on the Go	Lubbock, TX	1800	25,200
			ClappSaddle Enterprises, LLC	Austin, TX	2350	32,900
3	14	EA	Full/Full Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	700	9,800
			ClappSaddle Enterprises, LLC	Austin, TX	875	12,250
			Signs on the Go	Lubbock, TX	1200	16,800
			Delta Signs and Designs	Lubbock,TX	1500	21,000
4	14	EA	Full/Short Vinyl Wrap			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	3000	42,000
			Delta Signs and Designs	Lubbock,TX	3000	42,000
			Signs on the Go	Lubbock, TX	3900	54,600
			ClappSaddle Enterprises, LLC	Austin, TX	5850	81,900
5	14	EA	Full/Short Vinyl Wrap Installed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	1400	19,600
			Delta Signs and Designs	Lubbock,TX	1500	21,000
			Signs on the Go	Lubbock, TX	1600	22,400
			ClappSaddle Enterprises, LLC	Austin, TX	2250	31,500
6	14	EA	Full/Short Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	450	6,300
			ClappSaddle Enterprises, LLC	Austin, TX	800	11,200
			Signs on the Go	Lubbock, TX	1000	14,000
			Delta Signs and Designs	Lubbock,TX	1500	21,000
7	14	EA	Half Bus Vinyl Wrap			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	1650	23,100
			Signs on the Go	Lubbock, TX	2200	30,800
			ClappSaddle Enterprises, LLC	Austin, TX	2800	39,200
			Delta Signs and Designs	Lubbock,TX	3000	42,000

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2009 30' Gillig Ehybrid

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
8	14	EA	Half Bus Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	540	7,560
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	600	8,400
			Signs on the Go	Lubbock, TX	950	13,300
			ClappSaddle Enterprises, LLC	Austin, TX	1150	16,100
9	14	EA	Half Bus Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	250	3,500
			ClappSaddle Enterprises, LLC	Austin, TX	450	6,300
			Delta Signs and Designs	Lubbock,TX	540	7,560
			Signs on the Go	Lubbock, TX	600	8,400
10	14	EA	Below Vinyl Wrap			
			Delta Signs and Designs	Lubbock,TX	135	1,890
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	200	2,800
			ClappSaddle Enterprises, LLC	Austin, TX	400	5,600
			Signs on the Go	Lubbock, TX	600	8,400
11	14	EA	Below Bus Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	100	1,400
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	150	2,100
			ClappSaddle Enterprises, LLC	Austin, TX	325	4,550
			Signs on the Go	Lubbock, TX	375	5,250
12	14	EA	Below Bus Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	100	1,400
			Delta Signs and Designs	Lubbock,TX	100	1,400
			ClappSaddle Enterprises, LLC	Austin, TX	175	2,450
			Signs on the Go	Lubbock, TX	300	4,200
13	14	EA	King Kong Vinyl Wrap			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	400	5,600
			Signs on the Go	Lubbock, TX	650	9,100
			Delta Signs and Designs	Lubbock,TX	870	12,180
			ClappSaddle Enterprises, LLC	Austin, TX	1450	20,300
14	14	EA	King Kong Vinyl Wrap Installed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	200	2,800
			Delta Signs and Designs	Lubbock,TX	270	3,780
			ClappSaddle Enterprises, LLC	Austin, TX	575	8,050
			Signs on the Go	Lubbock, TX	650	9,100
15	14	EA	King Kong Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	100	1,400
			ClappSaddle Enterprises, LLC	Austin, TX	250	3,500
			Delta Signs and Designs	Lubbock,TX	270	3,780
			Signs on the Go	Lubbock, TX	400	5,600

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2009 30' Gillig Ehybrid

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
16	14	EA	Vinyl Wrap Back Only			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	300	4,200
			Signs on the Go	Lubbock, TX	340	4,760
			ClappSaddle Enterprises, LLC	Austin, TX	575	8,050
			Delta Signs and Designs	Lubbock,TX	600	8,400
17	14	EA	Vinyl Wrap Back Only Installed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	150	2,100
			Delta Signs and Designs	Lubbock,TX	155	2,170
			Signs on the Go	Lubbock, TX	225	3,150
			ClappSaddle Enterprises, LLC	Austin, TX	375	5,250
18	14	EA	Vinyl Wrap Back Only Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	100	1,400
			Delta Signs and Designs	Lubbock,TX	155	2,170
			ClappSaddle Enterprises, LLC	Austin, TX	175	2,450
			Signs on the Go	Lubbock, TX	200	2,800
19	14	EA	Headline Banner Vinyl Wrap			
			Signs on the Go	Lubbock, TX	275	3,850
			ClappSaddle Enterprises, LLC	Austin, TX	300	4,200
			Delta Signs and Designs	Lubbock,TX	375	5,250
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	400	5,600
20	14	EA	Headline Banner Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	120	1,680
			Signs on the Go	Lubbock, TX	150	2,100
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	200	2,800
			ClappSaddle Enterprises, LLC	Austin, TX	250	3,500
21	14	EA	Headline Banner Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	100	1,400
			Delta Signs and Designs	Lubbock,TX	120	1,680
			ClappSaddle Enterprises, LLC	Austin, TX	125	1,750
			Signs on the Go	Lubbock, TX	150	2,100
22	14	EA	King 30"x144" Vinyl Wrap			
			Signs on the Go	Lubbock, TX	150	2,100
			ClappSaddle Enterprises, LLC	Austin, TX	180	2,520
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	200	2,800
			Delta Signs and Designs	Lubbock,TX	200	2,800
23	14	EA	King 30"x144" Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	60	840
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	75	1,050
			ClappSaddle Enterprises, LLC	Austin, TX	75	1,050
			Signs on the Go	Lubbock, TX	85	1,190

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Item	Qty	U/M	2009 30' Gillig Ehybrid Description/Vendor	Location	Unit Price	Extended Cost
24	14	EA	King 30"x144" Vinyl Wrap Removed			
			ClappSaddle Enterprises, LLC	Austin, TX	35	490
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	50	700
			Delta Signs and Designs	Lubbock,TX	60	840
			Signs on the Go	Lubbock, TX	85	1,190
			All or None			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX		$ 223,650
			Delta Signs and Designs	Lubbock,TX		282,380
			Signs on the Go	Lubbock, TX		308,490
			ClappSaddle Enterprises, LLC	Austin, TX		391,510

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2011 35' Gillig Ehybrid

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
1	14	EA	Full/Full Vinyl Wrap			
			Delta Signs and Designs	Lubbock,TX	3500	$ 49,000
			Copy Craft Printers, Inc dba Slate Group	Lubbock,TX	3750	52,500
			Signs on the Go	Lubbock, TX	4850	67,900
			ClappSaddle Enterprises, LLC	Austin, TX	6950	97,300
2	14	EA	Full/Full Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	1500	21,000
			Copy Craft Printers, Inc dba Slate Group	Lubbock,TX	1900	26,600
			Signs on the Go	Lubbock, TX	2100	29,400
			ClappSaddle Enterprises, LLC	Austin, TX	2450	34,300
3	14	EA	Full/Full Vinyl Wrap Removed			
			Copy Craft Printers, Inc dba Slate Group	Lubbock,TX	800	11,200
			ClappSaddle Enterprises, LLC	Austin, TX	925	12,950
			Signs on the Go	Lubbock, TX	1200	16,800
			Delta Signs and Designs	Lubbock,TX	1500	21,000
4	14	EA	Full/Short Vinyl Wrap			
			Delta Signs and Designs	Lubbock,TX	3000	42,000
			Copy Craft Printers, Inc dba Slate Group	Lubbock,TX	3250	45,500
			Signs on the Go	Lubbock, TX	4600	64,400
			ClappSaddle Enterprises, LLC	Austin, TX	6650	93,100
5	14	EA	Full/Short Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	1500	21,000
			Copy Craft Printers, Inc dba Slate Group	Lubbock,TX	1700	23,800
			Signs on the Go	Lubbock, TX	1900	26,600
			ClappSaddle Enterprises, LLC	Austin, TX	2350	32,900
6	14	EA	Full/Short Vinyl Wrap Removed			
			Copy Craft Printers, Inc dba Slate Group	Lubbock,TX	600	8,400
			ClappSaddle Enterprises, LLC	Austin, TX	900	12,600
			Signs on the Go	Lubbock, TX	1100	15,400
			Delta Signs and Designs	Lubbock,TX	1500	21,000
7	14	EA	Half Bus Vinyl Wrap			
			Copy Craft Printers, Inc dba Slate Group	Lubbock,TX	1500	21,000
			Delta Signs and Designs	Lubbock,TX	1500	21,000
			Signs on the Go	Lubbock, TX	2500	35,000
			ClappSaddle Enterprises, LLC	Austin, TX	3250	45,500

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2011 35' Gillig Ehybrid

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
8	14	EA	Half Bus Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	540	7,560
			Copy Craft Printers, Inc dba Slate Group	Lubbock,TX	800	11,200
			Signs on the Go	Lubbock, TX	1100	15,400
			ClappSaddle Enterprises, LLC	Austin, TX	1250	17,500
9	14	EA	Half Bus Vinyl Wrap Removed			
			Copy Craft Printers, Inc dba Slate Group	Lubbock,TX	300	4,200
			ClappSaddle Enterprises, LLC	Austin, TX	475	6,650
			Delta Signs and Designs	Lubbock,TX	540	7,560
			Signs on the Go	Lubbock, TX	700	9,800
10	14	EA	Below Vinyl Wrap			
			Delta Signs and Designs	Lubbock,TX	135	1,890
			Copy Craft Printers, Inc dba Slate Group	Lubbock,TX	250	3,500
			ClappSaddle Enterprises, LLC	Austin, TX	450	6,300
			Signs on the Go	Lubbock, TX	750	10,500
11	14	EA	Below Bus Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	100	1,400
			Copy Craft Printers, Inc dba Slate Group	Lubbock,TX	150	2,100
			ClappSaddle Enterprises, LLC	Austin, TX	325	4,550
			Signs on the Go	Lubbock, TX	400	5,600
12	14	EA	Below Bus Vinyl Wrap Removed			
			Copy Craft Printers, Inc dba Slate Group	Lubbock,TX	100	1,400
			Delta Signs and Designs	Lubbock,TX	100	1,400
			ClappSaddle Enterprises, LLC	Austin, TX	175	2,450
			Signs on the Go	Lubbock, TX	300	4,200
13	14	EA	King Kong Vinyl Wrap			
			Copy Craft Printers, Inc dba Slate Group	Lubbock,TX	750	10,500
			Signs on the Go	Lubbock, TX	800	11,200
			Delta Signs and Designs	Lubbock,TX	870	12,180
			ClappSaddle Enterprises, LLC	Austin, TX	1650	23,100
14	14	EA	King Kong Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	270	3,780
			Copy Craft Printers, Inc dba Slate Group	Lubbock,TX	400	5,600
			ClappSaddle Enterprises, LLC	Austin, TX	600	8,400
			Signs on the Go	Lubbock, TX	800	11,200
15	14	EA	King Kong Vinyl Wrap Removed			
			Copy Craft Printers, Inc dba Slate Group	Lubbock,TX	200	2,800
			Delta Signs and Designs	Lubbock,TX	270	3,780
			ClappSaddle Enterprises, LLC	Austin, TX	275	3,850

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2011 35' Gillig Ehybrid

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
			Signs on the Go	Lubbock, TX	400	5,600
16	14	EA	Vinyl Wrap Back Only			
			Copy Craft Printers, Inc dba Slate Group	Lubbock,TX	300	4,200
			Signs on the Go	Lubbock, TX	340	4,760
			ClappSaddle Enterprises, LLC	Austin, TX	575	8,050
			Delta Signs and Designs	Lubbock,TX	600	8,400
17	14	EA	Vinyl Wrap Back Only Installed			
			Copy Craft Printers, Inc dba Slate Group	Lubbock,TX	150	2,100
			Delta Signs and Designs	Lubbock,TX	155	2,170
			Signs on the Go	Lubbock, TX	225	3,150
			ClappSaddle Enterprises, LLC	Austin, TX	375	5,250
18	14	EA	Vinyl Wrap Back Only Removed			
			Copy Craft Printers, Inc dba Slate Group	Lubbock,TX	100	1,400
			Delta Signs and Designs	Lubbock,TX	155	2,170
			ClappSaddle Enterprises, LLC	Austin, TX	175	2,450
			Signs on the Go	Lubbock, TX	200	2,800
19	14	EA	Headline Banner Vinyl Wrap			
			Signs on the Go	Lubbock, TX	300	4,200
			ClappSaddle Enterprises, LLC	Austin, TX	350	4,900
			Delta Signs and Designs	Lubbock,TX	375	5,250
			Copy Craft Printers, Inc dba Slate Group	Lubbock,TX	450	6,300
20	14	EA	Headline Banner Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	120	1,680
			Signs on the Go	Lubbock, TX	150	2,100
			Copy Craft Printers, Inc dba Slate Group	Lubbock,TX	200	2,800
			ClappSaddle Enterprises, LLC	Austin, TX	275	3,850
21	14	EA	Headline Banner Vinyl Wrap Removed			
			Copy Craft Printers, Inc dba Slate Group	Lubbock,TX	100	1,400
			Delta Signs and Designs	Lubbock,TX	120	1,680
			ClappSaddle Enterprises, LLC	Austin, TX	150	2,100
			Signs on the Go	Lubbock, TX	150	2,100
22	14	EA	King 30"x144" Vinyl Wrap			
			Signs on the Go	Lubbock, TX	150	2,100
			ClappSaddle Enterprises, LLC	Austin, TX	180	2,520
			Copy Craft Printers, Inc dba Slate Group	Lubbock,TX	200	2,800
			Delta Signs and Designs	Lubbock,TX	200	2,800
23	14	EA	King 30"x144" Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	60	840

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Item	Qty	U/M	2011 35' Gillig Ehybrid Description/Vendor	Location	Unit Price	Extended Cost
			Copy Craft Printers, Inc dba Slate Group	Lubbock,TX	75	1,050
			ClappSaddle Enterprises, LLC	Austin, TX	75	1,050
			Signs on the Go	Lubbock, TX	85	1,190
24	14	EA	King 30"x144" Vinyl Wrap Removed			
			ClappSaddle Enterprises, LLC	Austin, TX	35	490
			Copy Craft Printers, Inc dba Slate Group	Lubbock,TX	50	700
			Delta Signs and Designs	Lubbock,TX	60	840
			Signs on the Go	Lubbock, TX	85	1,190
			All or None			
			Copy Craft Printers, Inc dba Slate Group	Lubbock,TX		$ 253,050
			Delta Signs and Designs	Lubbock,TX		268,940
			Signs on the Go	Lubbock, TX		352,590
			ClappSaddle Enterprises, LLC	Austin, TX		432,110

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2013 35' Gillig Ehybrid

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
1	14	EA	Full/Full Vinyl Wrap			
			Delta Signs and Designs	Lubbock,TX	3500	$ 49,000
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	3750	52,500
			Signs on the Go	Lubbock, TX	4850	67,900
			ClappSaddle Enterprises, LLC	Austin, TX	6950	97,300
2	14	EA	Full/Full Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	1500	21,000
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	1900	26,600
			Signs on the Go	Lubbock, TX	2100	29,400
			ClappSaddle Enterprises, LLC	Austin, TX	2450	34,300
3	14	EA	Full/Full Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	800	11,200
			ClappSaddle Enterprises, LLC	Austin, TX	925	12,950
			Signs on the Go	Lubbock, TX	1200	16,800
			Delta Signs and Designs	Lubbock,TX	1500	21,000
4	14	EA	Full/Short Vinyl Wrap			
			Delta Signs and Designs	Lubbock,TX	3000	42,000
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	3250	45,500
			Signs on the Go	Lubbock, TX	4600	64,400
			ClappSaddle Enterprises, LLC	Austin, TX	6650	93,100
5	14	EA	Full/Short Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	1500	21,000
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	1700	23,800
			Signs on the Go	Lubbock, TX	1900	26,600
			ClappSaddle Enterprises, LLC	Austin, TX	2350	32,900
6	14	EA	Full/Short Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	600	8,400
			ClappSaddle Enterprises, LLC	Austin, TX	900	12,600
			Signs on the Go	Lubbock, TX	1100	15,400
			Delta Signs and Designs	Lubbock,TX	1500	21,000
7	14	EA	Half Bus Vinyl Wrap			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	1500	21,000
			Delta Signs and Designs	Lubbock,TX	1500	21,000
			Signs on the Go	Lubbock, TX	2500	35,000
			ClappSaddle Enterprises, LLC	Austin, TX	3250	45,500

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2013 35' Gillig Ehybrid

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
8	14	EA	Half Bus Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	540	7,560
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	800	11,200
			Signs on the Go	Lubbock, TX	1100	15,400
			ClappSaddle Enterprises, LLC	Austin, TX	1250	17,500
9	14	EA	Half Bus Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	300	4,200
			ClappSaddle Enterprises, LLC	Austin, TX	475	6,650
			Delta Signs and Designs	Lubbock,TX	540	7,560
			Signs on the Go	Lubbock, TX	700	9,800
10	14	EA	Below Vinyl Wrap			
			Delta Signs and Designs	Lubbock,TX	135	1,890
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	250	3,500
			ClappSaddle Enterprises, LLC	Austin, TX	450	6,300
			Signs on the Go	Lubbock, TX	750	10,500
11	14	EA	Below Bus Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	100	1,400
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	150	2,100
			ClappSaddle Enterprises, LLC	Austin, TX	325	4,550
			Signs on the Go	Lubbock, TX	400	5,600
12	14	EA	Below Bus Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	100	1,400
			Delta Signs and Designs	Lubbock,TX	100	1,400
			ClappSaddle Enterprises, LLC	Austin, TX	175	2,450
			Signs on the Go	Lubbock, TX	300	4,200
13	14	EA	King Kong Vinyl Wrap			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	750	10,500
			Signs on the Go	Lubbock, TX	800	11,200
			Delta Signs and Designs	Lubbock,TX	870	12,180
			ClappSaddle Enterprises, LLC	Austin, TX	1650	23,100
14	14	EA	King Kong Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	270	3,780
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	400	5,600
			ClappSaddle Enterprises, LLC	Austin, TX	600	8,400
			Signs on the Go	Lubbock, TX	800	11,200
15	14	EA	King Kong Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	200	2,800
			Delta Signs and Designs	Lubbock,TX	270	3,780
			ClappSaddle Enterprises, LLC	Austin, TX	275	3,850

City of Lubbock, TX
Vinyl Wraps Printing, Installation and Removal for Citibus
Bid Tabulation
August 28, 2014

ITB 14-11886-DG
Vinyl Wraps Printing, Installation and Removal for Citibus
2013 35' Gillig Ehybrid

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
			Signs on the Go	Lubbock,TX	400	5,600
16	14	EA	Vinyl Wrap Back Only			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	300	4,200
			Signs on the Go	Lubbock, TX	340	4,760
			ClappSaddle Enterprises, LLC	Austin, TX	575	8,050
			Delta Signs and Designs	Lubbock,TX	600	8,400
17	14	EA	Vinyl Wrap Back Only Installed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	150	2,100
			Delta Signs and Designs	Lubbock,TX	155	2,170
			Signs on the Go	Lubbock, TX	225	3,150
			ClappSaddle Enterprises, LLC	Austin, TX	375	5,250
18	14	EA	Vinyl Wrap Back Only Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	100	1,400
			Delta Signs and Designs	Lubbock,TX	155	2,170
			ClappSaddle Enterprises, LLC	Austin, TX	175	2,450
			Signs on the Go	Lubbock, TX	200	2,800
19	14	EA	Headline Banner Vinyl Wrap			
			Signs on the Go	Lubbock, TX	300	4,200
			ClappSaddle Enterprises, LLC	Austin, TX	350	4,900
			Delta Signs and Designs	Lubbock,TX	375	5,250
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	450	6,300
20	14	EA	Headline Banner Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	120	1,680
			Signs on the Go	Lubbock, TX	150	2,100
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	200	2,800
			ClappSaddle Enterprises, LLC	Austin, TX	275	3,850
21	14	EA	Headline Banner Vinyl Wrap Removed			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	100	1,400
			Delta Signs and Designs	Lubbock,TX	120	1,680
			ClappSaddle Enterprises, LLC	Austin, TX	150	2,100
			Signs on the Go	Lubbock, TX	150	2,100
22	14	EA	King 30"x144" Vinyl Wrap			
			Signs on the Go	Lubbock, TX	150	2,100
			ClappSaddle Enterprises, LLC	Austin, TX	180	2,520
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	200	2,800
			Delta Signs and Designs	Lubbock,TX	200	2,800
23	14	EA	King 30"x144" Vinyl Wrap Installed			
			Delta Signs and Designs	Lubbock,TX	60	840

City of Lubbock, TX
Vinyl Wraps Printing, Installation and Removal for Citibus
Bid Tabulation
August 28, 2014

ITB 14-11886-DG
Vinyl Wraps Printing, Installation and Removal for Citibus

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
			2013 35' Gillig Ehybrid			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	75	1,050
			ClappSaddle Enterprises, LLC	Austin, TX	75	1,050
			Signs on the Go	Lubbock, TX	85	1,190
24	14	EA	King 30"x144" Vinyl Wrap Removed			
			ClappSaddle Enterprises, LLC	Austin, TX	35	490
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX	50	700
			Delta Signs and Designs	Lubbock,TX	60	840
			Signs on the Go	Lubbock, TX	85	1,190
			All or None			
			Copy Craft Printers, Inc. dba Slate Group	Lubbock,TX		253,050
			Delta Signs and Designs	Lubbock,TX		261,380
			Signs on the Go	Lubbock, TX		387,590
			ClappSaddle Enterprises, LLC	Austin, TX		432,110

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

Meeting Date: 08/28/2014

Information

Agenda Item

Resolution - Transit: Consider a resolution authorizing the Mayor to execute contract 11706 with Michelin North America, Inc. for tire leasing, RFP 14-11706-DG.

Item Summary

The contract will be for the express purpose of leasing transit bus tires for Citibus.

Two proposals were received from the following vendors:

Company	Points
Michelin North America, Inc. of Greenville, SC	490
Goodyear Rubber & Tire Company of Akron, OH	434

An evaluation committee reviewed the proposals based on the following criteria: 50% Cost: per mile basis; 25% Demonstrated knowledge and understanding of the project; 25% Record of performance based on previous work with the City and/or other client references.

The evaluation committee recommends the contract be awarded to the highest ranked proposal Michelin North America, Inc. of Greenville, SC for $96,643. The contract will be for a term of three years, with the option of two, one year extensions. The contract award is estimated and actual cost may be more or less depending and actual use. The price per mile will not change for the first year of the contract.

Fiscal Impact

Cost associated with this contract is already included in the FY 2014-15 Citibus budget. There will be no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution & Contract - Michelin North America, Inc

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11706 for tire leasing, by and between the City of Lubbock and Michelin North America, Inc., of Greenville, South Carolina, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

vw:ccdocs/RES.Contract-Michelin
July 21, 2014

CITY OF LUBBOCK, TX
Tire Lease Contract

This Service Agreement (this "Agreement") is entered into as of the **14th** day of **August 2014**, ("Effective Date") by and between **Michelin North America, Inc.,** (the Contractor),and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals RFP 14-11706-DG for tire leasing,

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

WHEREAS, Contractor desires to perform as an independent contractor to provide tire leaseing , 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 and Insurance Requirements
3. Exhibit B – Proposal
4. Exhibit C – Price Sheet

Scope of Work

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

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.

2.11 All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30)

days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

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

CITY OF LUBBOCK, TX:

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

Mitch Satterwhite, First Assistant City Attorney

CONTRACTOR:

Contractor's Signature
Name: MAXINE OSBORNE
Title: DIRECTOR, MFS
Michelin North America, Inc.

GENERAL REQUIREMENTS

I. GENERAL

The performance of said contracted services is for the express purpose of leasing transit bus tires for Citibus. The contractor shall furnish delivery, all labor, materials, supplies, equipment, transportation, and supervision, necessary to satisfactorily perform the Tire Leasing Program for Citibus specified herein, and in the manner and at the frequencies set forth in one of the following specifications.

II. PERFORMANCE SPECIFICATIONS SHALL BE BID IN THREE DIFFERENT VARIATIONS

No.1 No tire position requirement, no tread depth reporting requirement, no damage penalty gross monthly mileage charge only.

No.2 No tire position requirement, no tread depth reporting requirement, damage charged on a case by case review basis along with a gross monthly mileage charge.

No.3 Tire position requirement by mile, tread depth reporting requirement, damage charged on a case by case review basis with a gross monthly mileage charge.

III. TERMS AND CONDITIONS

1. The Contractor shall perform the work according to the procedures outlined in the proposal price sheet and Specifications attached hereto. The contract shall be for a term of three years, with the mutual option of two, one year renewals, said date of term beginning upon formal approval.

2. This contract shall remain in effect until the expiration date, performance of services ordered, or termination by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation.

3. Contractor shall not be liable for a failure to perform that arises from causes or events beyond its reasonable control and without its fault or negligence. Contractor may suspend performance of its obligations under this Agreement without obligation to Customer during the occurrence of any excusable delay. Excusable delays shall include, but not be limited to, results from acts of God or public enemy, restrictions, prohibitions, priorities or allocations imposed by governmental authority, strikes or labor disputes, lack of or inability to obtain raw materials or supplies, floods, fires, earthquakes, epidemics, or unusually severe weather.

V. INDEPENDENT CONTRACTOR STATUS

Contractor and Owner agree that Contractor shall perform the duties under this Contract as an independent contractor. The Contractor has the sole discretion to determine the manner in which the services are to be performed.

VI. INDEMNITY

The Owner shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability

of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, in whole or in part, the performance of Contractor under this agreement, including claims and damages arising in whole or in part from the negligence of the Owner.

VII. COMPLIANCE WITH APPLICABLE LAWS

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

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):

The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Type	Amount
Worker's Compensation or	Statutory
Employers Liability or Occupational Medical and Disability	$500,000
Commercial General (public) Liability a. Comp/Op AGG b. Personal & Adv Injury c. Contractual Liability	Combined single limit for bodily injury and property damage of $1,000,000 per occurrence.
Comprehensive Automobile Liability a. Any Auto	Combined single limit for bodily injury and of $1,000,000 per occurrence or its equivalent

The City of Lubbock shall be named as additional insured on auto/general liability on a primary and non-contributory basis as it pertains to the Contractor's negligence with a waiver of subrogation in favor of the City on all coverage's. To include completed removed products operations endorsement. All copies of the Certificates of Insurance shall reference the RFP or proposal number for which the insurance is being supplied. 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.

Proposed Products

Michelin manufactures a large portfolio of products including bus tires. Michelin does not offer a specific "Mileage Tire". Instead our Lease product offerings include any tire that is currently manufactured by Michelin. This allows us to provide the right tire for the application and, therefore, Michelin would like to propose the XZU2 for use by CITIBUS. These are tires specifically designed for the urban bus application, which have robust casings, good mileage performance and excellent capacity for fuel economy. The use of the Michelin does impact CITIBUS's fuel costs. Michelin's proposed tires conform to and meet all applicable federal, state and local laws, ordinances and regulations, including all applicable federal motor vehicle safety standards.

Michelin would be pleased to offer the following products to CITIBUS:

Size	Product
11R22.5	XZU3
305/70R22.5	X InCity
275/70R22.5	XZU2 / X Incity
305/85R24.5	XZE2
315/80R22.5	XZA2

Attached please find product sheets containing technical information related to these products.

During the last 20 years Michelin tires provided to transit agencies across the US, have shown proven performance in terms of mileage for both new and retreads. Their ability to stand up to the rigors of the transit application has been proven in other transit agencies environment, while achieving mileages in excess of 60,000 miles for new tires.

Specific to the Transit/Bus segment, Michelin Tire Products are continuously evolving. Michelin currently has a new generation of the transit product line in the design and testing phase, and is scheduled to start production in 2013. The new tires will be an augmentation of our existing transit product line, concentrating on enhancing features such as casing retreadability, sidewall curbing protection and further fuel economy.

MICHELIN® X® INCITY™ Z TIRE

URBAN APPLICATIONS

Improved[1] mileage and durability in an all-position tire designed for the challenges of urban conditions.

20% Additional Mileage[2]

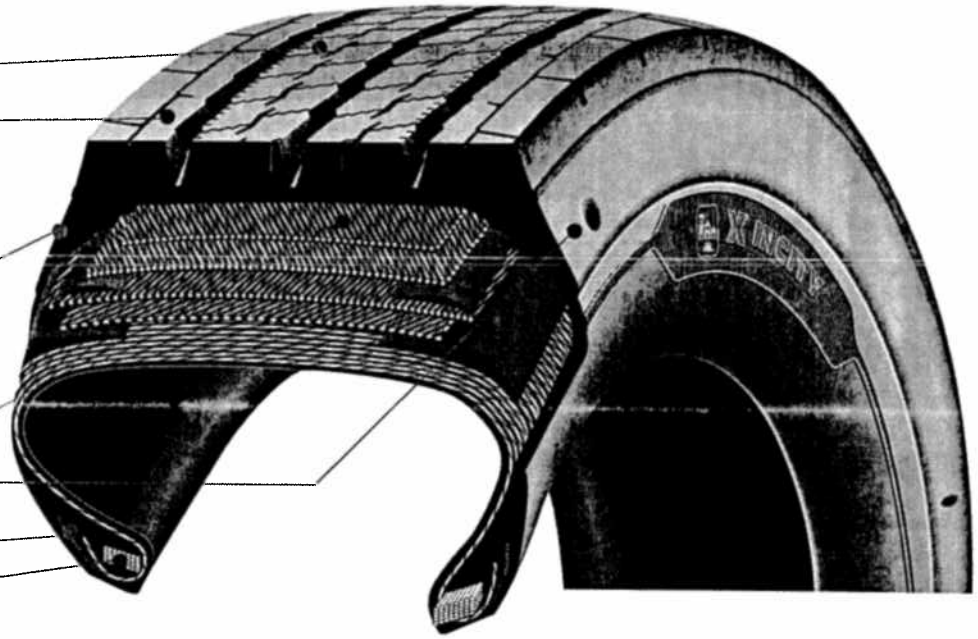
Longer tread life

- **Scrub Resistant Compound**
  Fights treadwear
- **Wear Resistant Tread Pattern**
  Optimized for urban bus conditions and for the reduction of irregular wear[2]
- **Wide Footprint**
  Distributes force for longer tread life

Extended Casing Life

Improved casing protection and casing fatigue resistance

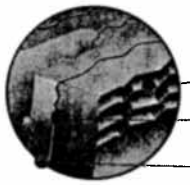
- **Extra Thick Sidewalls**
  20% thicker than MICHELIN® XZU®2 tire. Strong protection against shocks
- **Full Width Elastic Protector Ply**
  Michelin exclusive
- **Sidewall Wear Indicators**
  Promote timely tire rotation for long casing life and enhanced retreadability
- **Extended Metallic Chafer**
  Dissipates heat in bead area
- **Optimized Bead Architecture**
  Designed to improve bead durability



Outstanding Fuel Efficiency

Low rolling resistance without compromising tread life

- **Optimized Design**
  Compounds and tread pattern combine to deliver outstanding fuel efficiency and mileage for urban applications



Driver Confidence

Outstanding traction with *Matrix*™ Siping

- **Matrix™ Sipes**
  Provide inter-locking action which offers excellent traction and even wear
- **Zig-Zag Groove Walls**
  Provide optimized biting edges and excellent water and snow evacuation
- **Full Depth Sipes**
  Provide excellent traction throughout the life of the tread

Size	Load Range	Catalog Number	Tread Depth	Max. Speed (*)	Loaded Radius		Overall Diameter		Overall Width (‡)		Approved Wheels (Measuring wheel listed first.)	Min. Dual Spacing (‡)		Revs Per Mile	Max. Load and Pressure Single				Max. Load and Pressure Dual			
			32nds	mph	in.	mm	in.	mm	in.	mm		in	mm		lbs.	psi	kg.	kPa	lbs.	psi	kg.	kPa
275/70R22.5[3]	J	59714	21	65	17.7	453	38.1	969	11.4	289	8.25, 7.50	11.9	303	542	6940	130	3150	900	6395	130	2900	900
305/70R22.5[3]	L	37658	22	65	18.4	468	39.5	1003	12.3	312	9.00, 8.25	13.4	341	525	7830	130	3550	900	7390	130	3350	900
305/85R22.5[3]	J	36530	24	68	20.0	507	42.7	1085	11.7	298	9.00, 8.25	13.2	335	485	7830	120	3550	830	7160	120	3250	830

Note: Wheel listed first is the measuring wheel.
(1) Compared to MICHELIN® XZU®2 and XZU®3 tires.
(2) When compared to MICHELIN® XZU®2 (12R22.5) and XZU®3 (305/85R22.5) tires vs MICHELIN® X® INCITY™ Z tires (305/70R22.5) in direct comparison fleet testing.
(3) **"No bus shall be operated with regrooved, recapped or retreaded tires on the front wheels." US Code of Federal Regulations: Title 49, Transportation; Part 393.75.**
(*) Exceeding the lawful speed limit is neither recommended nor endorsed.
(‡) Overall widths will change 0.1 inch (2.5 mm) for each 1/4 inch change in wheel width. Minimum dual spacing should be adjusted accordingly.
MICHELIN® tires and tubes are subject to a continuous development program. Michelin North America, Inc. reserves the right to change product specifications at any time without notice or obligations.
Please consult wheel manufacturer's load and inflation limits. Never exceed wheel manufacturer's limits without permission of component manufacturer.

www.michelintruck.com

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Greenville, SC 29615
1-888-622-2306

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Michelin North America (Canada), Inc.
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Av. 5 de febrero No. 2113-A
Fracc. Industrial Benito Juarez
7 6120, Querétaro, Qro. Mexico
011 52 442 296 1600

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Michelin® XZU® 3

The all-wheel-position radial for urban operations involving frequent stopping and starting.

Non-directional tread design – that allows the tire to be rotated to other positions maximizing casing utilization.

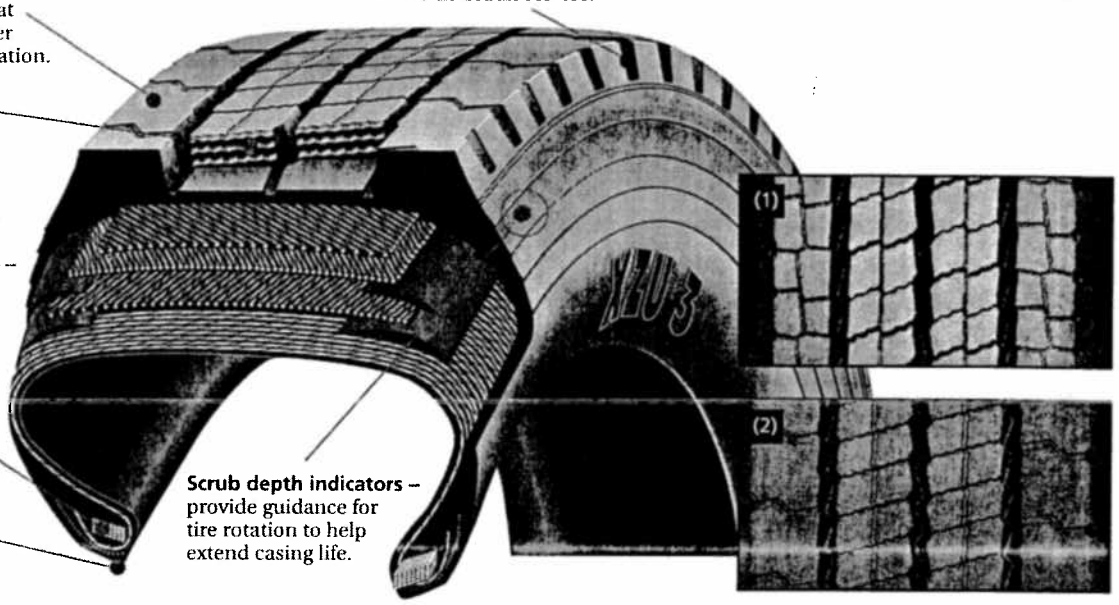
Efficient traction – on wet and slippery surfaces through Michelin's patented *Matrix*™ Siping technology.

Up to 40% increase (305/85R22.5 MICHELIN® XZU®3 vs 12R22.5 MICHELIN® XZU®2 tire) in mileage – due to a widening of the tread, new application specific, scrub resistant compounds, and increased tread depth.

Improved retreadability and heat dissipation – with extra robust casing and bead design.

Reduced mounting and demounting damage – fostered with Michelin's rounded bead toe design.

Extra thick sidewalls – to help resist curb scrub in Urban service.

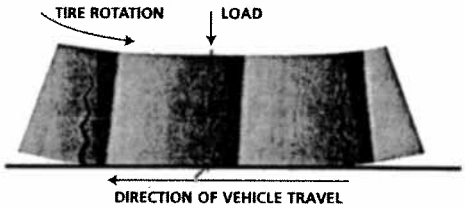


Scrub depth indicators – provide guidance for tire rotation to help extend casing life.

Patented *Matrix*™ Siping

Zig-Zag groove walls help provide additional biting edges, excellent grip on wet & slippery surfaces, and stone ejection.

Full depth sipes (19/32nd) *Matrix*™ sipes interlocking action help provide excellent traction and even wear throughout the life of the tread.



Size	Load Range	Catalog Number	Tread Depth	Max. Speed (*)	Loaded Radius		Overall Diameter		Overall Width (‡)		Approved Rims (Measuring rim listed first.)	Min. Dual Spacing (‡)		Revs Per Mile	Max. Load and Pressure Single				Max. Load and Pressure Dual			
			32nds	mph	in.	mm	in.	mm	in.	mm		in	mm		lbs.	psi	kg.	kPa	lbs.	psi	kg.	kPa
11R22.5[1]	H	32873	25	62	19.5	494	41.9	1065	10.8	275	7.50, 8.25	12.2	311	495	6940	120	3150	830	6395	120	2900	830
305/85R22.5[2]	J	56332	26	65	20.0	508	43.0	1093	11.6	294	8.25, 9.00	13.2	335	482	7830	120	3550	830	7160	120	3250	830

Note: Rim listed first is the measuring rim.
(1, 2) Tread design as indicated above the tire picture.
* Exceeding the lawful speed limit is neither recommended nor endorsed.
‡ Overall widths will change 0.1 inch (2.5 mm) for each 1/4 inch change in rim width.
MICHELIN® tires and tubes are subject to a continuous development program. Michelin North America, Inc. reserves the right to change product specifications at any time without notice or obligations.
Please consult rim manufacturer's load and inflation limits. Never exceed rim manufacturer's limits without permission of component manufacturer.

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1-888-622-2306

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1-888-871-4444

Mexico
Industrias Michelin, S.A. de C.V.
Av. 5 de febrero No. 2113-A
Fracc. Industrial Benito Juarez
7 6120, Querétaro, Qro. Mexico
011 52 442 296 1600

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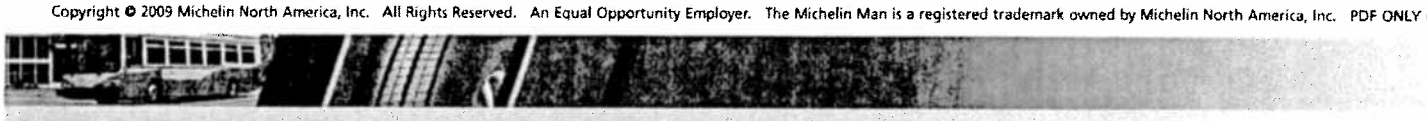


MICHELIN
A better way forward

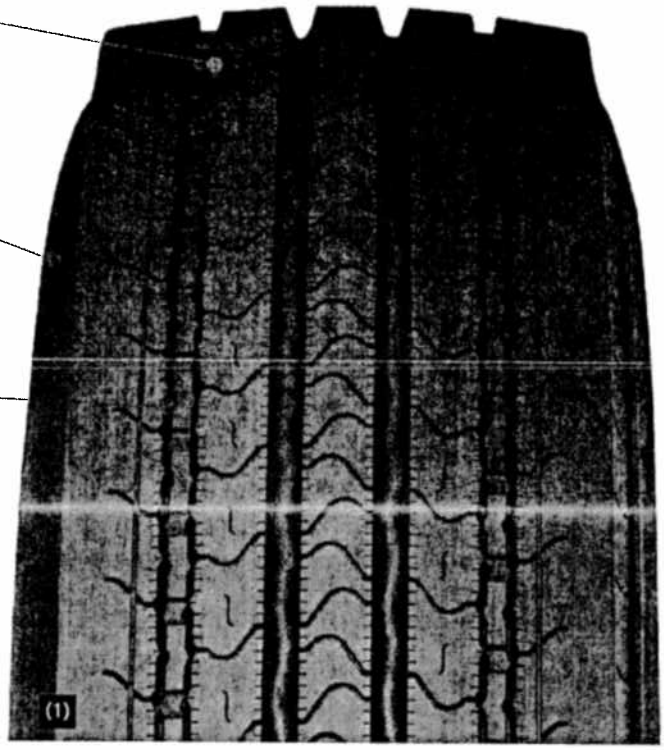
MICHELIN® XZA2® ENERGY

Fuel-efficient, all-position radial designed for long life in highway steer axle service.

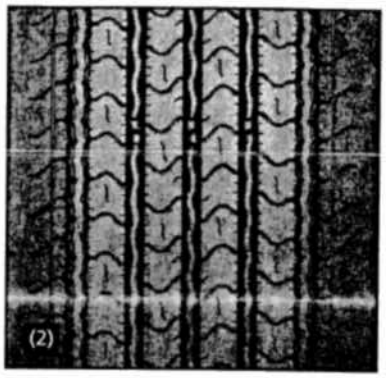
Unique intermediate rib design helps combat the onset of irregular wear in highway service.

Exceptional handling and responsiveness through optimized shoulder design.

Traction and lateral control offered by miniature sipes and variable groove angles.



The 295/60R22.5 below is an ultra-low profile and a full 4" shorter than the 275/80R22.5 with over 1,100 lbs of additional carrying capacity in single fitment.



Size	Load Range	Catalog Number	Tread Depth	Max. Speed (*)	Loaded Radius		Overall Diameter		Overall Width (‡)		Approved Rims (Measuring rim listed first.)	Min. Dual Spacing (‡)		Revs Per Mile	Max. Load and Pressure Single				Max. Load and Pressure Dual			
			32nds	mph	in.	mm	in.	mm	in.	mm		in	mm		lbs.	psi	kg.	kPa	lbs.	psi	kg.	kPa
275/70R22.5 [1]	J	90059	18	75	17.6	448	38.0	966	10.9	277	7.50, 8.25	11.9	303	545	6940	130	3150	900	6395	120	2900	830
295/60R22.5 [2]	J	33215	16	65	16.7	424	36.1	918	11.4	290	9.00 [4]	13.0	329	575	7390	130	3350	900	6780	130	3075	900
295/80R22.5 [1]	H	76807	16	75	19.1	486	41.3	1048	11.8	299	9.00, 8.25	13.2	335	503	7830	120	3550	830	6940	120	3150	830
315/80R22.5 [3]	L	76184	17	75	19.5	496	42.3	1074	12.5	318	9.00, 8.25 [4]	13.8	351	492	9090	130	4125	900	8270	130	3750	900

Note: Rim listed first is the measuring rim.
(1,2) Tread design as indicated on the tire pictures above.
(3) For use with 8.25 x 22.5 wheels, consult Michelin.
(4) For further instructions on proper usage of the 295/60R22.5, consult Michelin.
* Exceeding the lawful speed limit is neither recommended nor endorsed.
‡ Overall widths will change 0.1 inch (2.5 mm) for each 1/4 inch change in rim width.
MICHELIN® tires and tubes are subject to a continuous development program. Michelin North America, Inc. reserves the right to change product specifications at any time without notice or obligations. Please consult rim manufacturer's load and inflation limits. Never exceed rim manufacturer's limits without permission of component manufacturer.

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MICHELIN
A better way forward

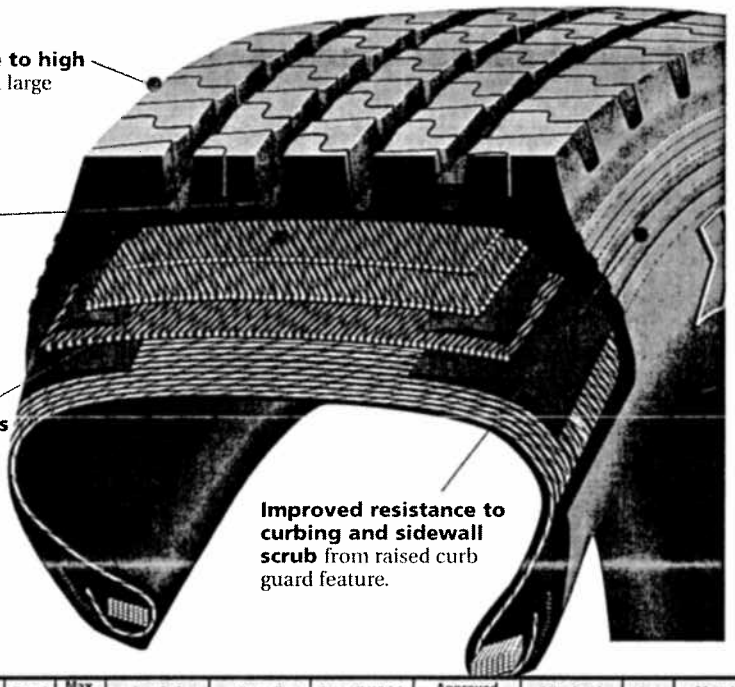
MICHELIN® XZE®2/XZE®2+

All-position radial optimized for steer axles in regional and limited highway service.

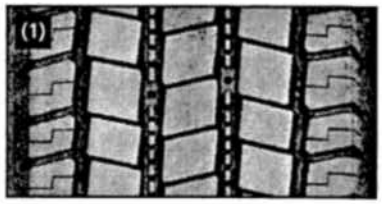
Outstanding resistance to high scrub applications from large solid shoulder.

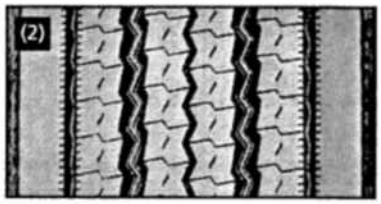
Exceptional traction throughout life of tire promoted from full-depth sipes in center ribs.

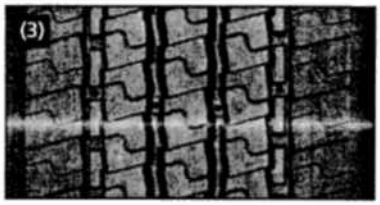
Lower downtime and protection from bruises and penetrations fostered by full-width protector ply over the working plies.



Improved resistance to curbing and sidewall scrub from raised curb guard feature.







Size	Load Range	Catalog Number	Tread Depth	Max. Speed (*)	Loaded Radius		Overall Diameter		Overall Width (‡)		Approved Rims (Measuring rim listed first.)	Min. Dual Spacing (‡)		Revs Per Mile	Max. Load and Pressure Single				Max. Load and Pressure Dual			
			32nds	mph	in.	mm	in.	mm	in.	mm		in	mm		lbs.	psi	kg.	kPa	lbs.	psi	kg.	kPa
XZE2 (European design)																						
215/75R17.5 (1)	G	19502	16	75	14.1	357	30.5	774	8.5	217	6.00, 6.75	9.4	239	684	3750	100	1700	690	3525	100	1600	690
10.00R20 (3,4)	H	01889	18	65	19.5	488	41.3	1049	11.1	281	7.50, 6.50, 7.00	12.5	318	503	6780	115	3075	790	6005	115	2725	790
305/75R24.5 (2)	J	67251	22	65	19.8	504	42.7	1084	11.6	294	8.25	13.1	334	486	8270	120	3750	830	7160	120	3250	830
XZE2+																						
265/70R19.5 (3)	G	46194	17	75	15.8	402	34.3	870	10.4	263	7.50, 6.75, 8.25	11.6	295	607	5510	110	2500	760	5205	110	2360	760
285/70R19.5 (3)	H	68419	18	75	16.2	412	35.2	895	11.1	283	7.50, 8.25, 9.00	12.2	311	592	6395	120	2900	830	6005	120	2725	830
275/70R22.5 (3)	J	78395	19	75	17.6	448	38.0	966	10.9	276	7.50, 8.25	11.9	303	545	6940	130	3150	900	6395	120	2900	830
295/80R22.5 (3)	H	81993	20	75	19.3	489	41.5	1055	11.7	298	8.25, 9.00	12.8	326	500	7830	120	3550	830	6940	120	3150	830

Note: Rim listed first is the measuring rim.
(1, 2, 3) Tread design as indicated on the tire pictures shown above.
(4) Tube: 20N - MSPN 17078; Flap: 20x7.50 - MSPN 44274.
* Exceeding the lawful speed limit is neither recommended nor endorsed.
‡ Overall widths will change 0.1 inch (2.5 mm) for each 1/4 inch change in rim width.
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MICHELIN
A better way forward

Qualifications and Experience

Michelin is one of the premier tire manufacturing companies in the world. It strives to provide the best product, at the best overall value in each market segment and to be a leader in the field of service. Customer satisfaction and continuous improvement are synonymous with the Michelin name and image. Michelin North America, Inc. is a Corporation incorporated in the State of New York (Incorporated in 1950), with it's North America Headquarters located at One Parkway South, Greenville, South Carolina, 29615. Further detail and information on the Michelin Company, its financial stability, history, growth and approach can be found in the 2011 Annual Report by visiting the link below:

http://www.michelin.com/corporate/finance?l=en

Michelin North America's annual revenue was over $11 Billion in 2012 and we had over 20,000 employees.

Michelin has been operating tire leases for 100+ years in Europe and 25+ years in North America and currently has about 300,000 vehicles on contract. We have also proven our ability to do this with integrity and professionalism.

Michelin has a history of innovation, including the introduction of the radial bus and truck tire to North America and it continues to be the leader in radial tire technology for all vehicles. Examples of particular innovations that are relevant to the Transit environment are:

- The use of an industry specific tire, designed for transit applications
- Constant improvement on design and performance characteristics
- Michelin uses its own proprietary software system, which gives the ability to deliver specific data on leased tires by wheel position, bus number, life, etc, and has the ability to monitor key performance indicators as required.
- Michelin provides operations manuals tailored to the needs and operation of our customers to ensure that they always have access to expert reference documentation. additionally, Michelin also has a very strong field engineering group available for support

Michelin's proposed personnel related to this lease can be seen below in the resumes and organizational chart below. Together, the Michelin team that will be key to this project has over 180 years of experience in commercial tire product and service. As can be seen, each member of the team has diverse knowledge and experience related to aspects of the project; together the team has vast experience in all elements necessary for the successful completion of the Contract.

Key Personnel - Operational

Bryan Chandler – Key Account Manager, Michelin Fleet Solutions

Location: Jacksonville FL

Mr. Chandler has 24 years commercial tire experience, with specific expertise in transit bus, Motor Coach and refuse segments. He is a TIA (Tire Industry Association) Certified Instructor. This program certifies that the individual has attained the highest level of expertise in the commercial truck tire industry and is able to train others to implement best practices in commercial tire service and comply with OSHA regulations regarding commercial tire service. Mr. Chandler currently manages Key Performance Indicators (KPI)/Service Level Agreements (SLA) compliance for Michelin, dealers, sub-contractors.

Eddie Langford - Operations Manager, Michelin Fleet Solutions

Location: Greenville, SC

Mr. Langford has 33 years of experience in commercial tire service and management, primarily involved with managing the large North American fleets. He is also a TIA (Tire Industry Association) Certified Instructor. Mr. Langford currently manages all North American Tire Leasing operations and is responsible for defining operational procedures and setting tire service policy and is accountable for operational performance. He will ensure we are providing efficient, safe, and quality assured tire service.

Ed Mata – Leasing Zone Manager, Central

Location: Denver, CO

Mr. Mata has 20 years of experience in commercial tire service and management. He has received his TIA (Tire Industry Association) Tire Service Certificate. This certifies that Mr. Mata is knowledgeable in all federal training requirements and can accurately demonstrate all techniques used in commercial tire service. Mr. Mata currently manages operations at multiple transits throughout the Central USA and provides technical support to the transit as needed.

Key Personnel – Support

Maxine Osborne – Director, Michelin Fleet Solutions

Location: Greenville SC

Ms. Osborne has been with Michelin for 23 years in a variety of capacities and countries. She has experience in both the truck tire plant environment and the commercial environment. Ms. Osborne has experience in Accounting, Law, Purchasing, Personnel, IS Systems, Sales and Marketing, Project and Personnel Management. Ms. Osborne has worked for Michelin in the United Kingdom, France and North America. She has been involved in the area of Tire Leasing for the past 10 years and has been the Director of the department since the end of 2004.

Gabriel Trevino – Business Development / Contract Manager

Location: Houston, TX

Mr. Trevino has been with Michelin for 8 years. He has Military experience, and experience in Truck Tire Sales as both a Territory Manager and a Key Account Manager. He has gained a lot of general tire knowledge as well as great experience in contract sales to both large and small customers. Mr. Trevino has recently joined the Michelin Fleet Solutions group.

Jamie Owings – Operations Support Manager

Location: Greenville SC

Mr. Owings has been with Michelin for 8 years. He joined the Michelin Leasing Department in 2006 in the role of Contract Manager and Business Development. He also has experience working in Finance, Customer Service, and Logistics.

Peggy Mullaney – Operations Support Analyst

Location: Greenville SC

Ms. Mullaney has been with Michelin for 25 years. She has experience in Manufacturing, Personnel, Consumer Relations, and Marketing and Sales. She has a great deal of technical tire knowledge; experience dealing with customers and dealers; and a background in data analysis. Ms. Mullaney joined the Michelin Fleet Solutions Department in October of 2009.

Attached please find a "Staffing Model and Support" Diagram which further illustrates the various roles of the key personnel.

Staffing Model and Support

CITIBUS

Partnership

Michelin Fleet Solutions

- Key Account Manager — **Bryan Chandler**
- Director, Michelin Fleet Solutions — **Maxine Osborne**
  - Business Development Manager — **Gabriel Trevino**
  - Operations Support Manager — **Jamie Owings**
    - Operations Support Analyst — **Brenda Bunner**
      - Operations Support QA Coordinator
  - Operations Manager — **Eddie Langford**
    - Central Zone Manager — **Ed Mata**
  - Process Develop & Control — **Greg Stephens**

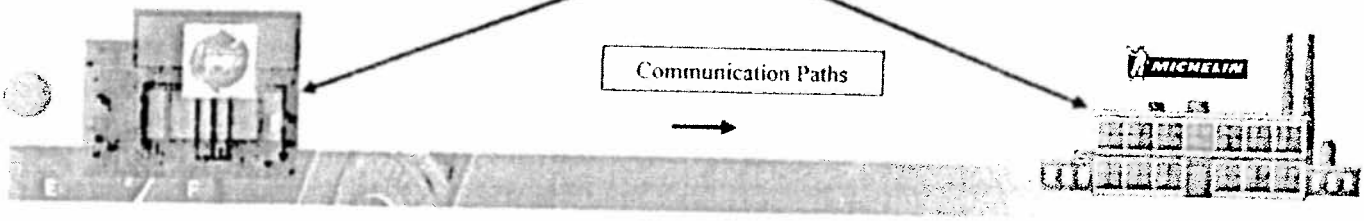
Other Michelin Support

- Safety & Environment
- Field Engineering Services
- Michelin Dealer and Retread Technologies
- Truck Product Line Quality Assurance
- Purchasing & Supplier Diversity
- Personnel & Employee Services

Key

- On Site
- As Needed On/Off Site

Communication Paths



Tire Industry Association Certification

Michelin has long been a proponent of using the Tire Industry Association (TIA) Certification Program to certify its staff and has many TIA certified employees within the organization.

There are various levels of TIA certification:

CTS-400 Instructor Training & Certification Program:

This class is designed for individuals with commercial truck tire experience to be trained and educated to a level where they are able to train and instruct others in the principles.

Key personnel relevant to this proposal who have been certified under this program include:

- Bryan Chandler
- Eddie Langford

CTS-300 Certified Commercial Tire Service Technician Program:

This course focuses on OSHA Regulations, manufacturer guidelines and industry recommended practices, this TIA course delivers accurate technical information to the field.

Key personnel relevant to this proposal who have been certified under this program include:

- Ed Mata

In addition to the above, Michelin has also implemented a Michelin Transit Certification Program, which is derived from the TIA training, but concentrates specifically on the tools and equipment used on the Customer's property, the specific tires and pressures used on the property and the specific regulations applied to the Customer's application. This certification is administered by a trainer who has been trained to TIA CTS-300 Certified Commercial Tire Service Technician level.

Personnel relevant to this proposal who have been/will be certified under this program include:

- MFS Operations Management Staff

Michelin does not have any conditions (bankruptcy, pending merger, pending litigation, planned office closure) which would impede our ability to complete this project over the next five years.

Exhibit C

Revised

Revised

City of Lubbock, TX
Tire Leasing for Citibus
RFP14-11706-DG

Price Proposal Sheet

Performance Specification No. 3

LEASED TIRES - Tire position requirement by mile, tread depth reporting requirement, damage charged on a case by case review basis with a gross monthly mileage charge. The fleet will operate approximately 140,000 miles per month based upon the academic year of Texas Tech University

Item	***Tire Size / Tire Brand	Number of Buses Qty (+/-)	Per mile Cost	*Extended Cost	**Delivery Days (ARO)
1	**11:00RX22.5** Brand Name-	30	$0.01088 x 6 = $ .06528	$ $31,040.64	21
2	**305/70R22.5** Brand Name-	30	$ .00969 x6 =$ .05814	$27,645.57	21
3	275/70R22.5 Brand Name-	6	$0.00850 x 6 = $ .05100	$4,850.10	21
4	**305/75R24.5** Brand Name-	25	$0.01300 x 6 = $ .07800	$30,907.50	21
5	**315/80R22.5** Brand Name-	6	$ .00771 x 6 = $ .04626	$2,199.66	21
6			**Total**	$ $ 96,643.47	

Company: Michelin North America

Prepared by: Gabriel Trevino

Title: Business Development Manager

Date: March 7, 2014

The price quoted is good for the first year of the contract, a 6 % increase will be applied every year on the prior year rates.

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

The Offeror agrees that this proposal shall be good for a period of 70 calendar days after the scheduled closing time for receiving proposals.

Offeror's Initials MNA, INC

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

Date: March 7, 2014

Authorized Signature

Maxine Osborne
(Printed or Typed Name)

(Seal if Offeror is a Corporation)

ATTEST:

~~Secretary~~ Assistant Secretary

Michelin North America, Inc.
Company

One Parkway South
Address

Greenville, Greenville
City, County

South Carolina, 29615
State Zip Code

Telephone: 855 - 637-8473

Fax: 866 - 866-7964

Email: michelin.fleetsolutions@us.michelin.com

FEDERAL TAX ID or SOCIAL SECURITY No.

11-1724631

Offeror acknowledges receipt of the following addenda:

Addenda No.	1	Date	2/7/14
Addenda No.	2	Date	2/13/14
Addenda No.	3	Date	2/24/14
Addenda No.	4	Date	3/5/14

M/WBE Firm:

	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)

By _____ Date: _____
Authorized Representative - must sign by hand

Officer Name and Title: Maxine Osborne Director, Michelin Fleet Solutions
Please Print

Business Telephone Number 855-637-8473 FAX: 866-866-7964

E-mail Address: maxine.osborne@us.michelin.com

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

Meeting Date: 08/28/2014

Information

Agenda Item

Resolution - Transit: Consider a resolution authorizing the Mayor to execute agreement 12011 with Texas Tech University for campus bus service.

Item Summary

The contract with Texas Tech University for transit services is for a one-year period beginning September 1, 2014 and ending on August 31, 2015, and two, one-year options. Option year 2 will have a 4% rate increase and begins on September 1, 2015 and ends on August 31, 2016. Option year 3 will not have a rate increase and begins on September 1, 2016 and ends on August 31, 2017. The 2014 – 2015 contract cost will be $51 per hour, which includes a fuel cost adjustment above or below $3.10 per gallon. This is a 2% increase from the 2013 – 2014 contract. The estimated number of service hours for the 2014-2015 contract is 69,323; which is an increase of 125.87 hours from the 2013-2014 contract. The price per hour covers full cost recovery for the City of Lubbock.

The City of Lubbock/Citibus has had a contract with Texas Tech University since 1968, with the fuel cost adjustment being added to the contract in 1981. In accordance with the Texas Tech University contract, Citibus does not collect fares from its passengers.

The Texas Tech University Board of Regents will consider approval of the contract at their August meeting. The Texas Tech University Board of Regents requests that the City Council execute the contract first.

Fiscal Impact

Citibus anticipates receiving $3,535,473, plus or minus any fuel cost adjustment from Texas Tech University in FY 2015. The approval of this contract will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - TTU

Agreement - TTU

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Contract for campus bus service, by and between the City of Lubbock and Texas Tech University, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Assistant City Attorney

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

RES.Contract-TTU campus bus service
8.11.14

AGREEMENT

This Agreement, effective as of September 1, 2014, (the "Effective Date"), between TEXAS TECH UNIVERSITY at Lubbock, Texas (hereinafter referred to as the "University"), and the CITY OF LUBBOCK, TEXAS, a Home Rule Municipal Corporation (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the parties hereto are aware of the traffic and parking challenges on the campus of the University as it relates to the expanding campus, enrollment growth, and the increasing number of commuting students, staff, and faculty of the University; and

WHEREAS, the above named parties are desirous of relieving some of the traffic congestion and expediting transit between areas in and immediately adjacent to said the University campus; and

WHEREAS, the Agreement embodies the intention and resolution of the above named parties:

NOW, THEREFORE WITNESSETH THIS AGREEMENT:

I.
Term

It is agreed and understood by the parties hereto that a University bus service utilizing up to thirty-six (36) buses shall be provided by the City for a one year agreement (2% rate increase), with two one year options beginning September 1, 2014, and terminating on August 31, 2015; Option year 2 (4% rate increase) - September 1, 2015, and terminating on August 31, 2016; Option year 3 (0% rate increase) - August 31, 2016, and terminating on September 1, 2017 provided; however, that either the City or the University may terminate said bus service upon thirty (30) days' written notice delivered to the other party by registered mail.

The City executed a management contract with McDonald Transit Associates, Inc. ("Company") dated August 28, 2008, in which the City is obligated to provide capital assets reasonably required for the operation of the public transportation system of the City, and McDonald Transit Associates, Inc. agreed to provide management and advisory services for the system and to maintain the Company to employ the individuals necessary to operate the system. The Company is the agent of the City and University acknowledges, recognizes and hereby consents to the City's use of the Company to provide the services required by this Agreement.

II.
Bus Operations

With respect to bus operations, the City and University agree that the following conditions shall apply:

A. The City shall furnish buses having a seating capacity (manufacturer's rating) of not less than 33 with driver-operated front and side doors; with the exception of the Tech Terrace

route seating capacity of not less than 21. The City shall provide the necessary personnel to service the route or routes designated by the University during the period specified in the preceding Paragraph I of this Agreement. The number of buses and the operating periods shall be subject to continuous review, and the University shall advise the City with regard to its needs and with respect to any changes in the number of buses and/or operating periods; subject to equipment availability, said changes shall be instituted by the City within five (5) days after receipt of written notice from the University. Initial service, commencing on September 1, 2014, shall be on a schedule provided by the University prior to that date.

B. In the event that it develops during any portion of the period first specified in Paragraph I hereinabove, that a change in or extension of route, removal of a route, or addition of a new route is necessary or desirable, the City shall make such changes or extensions of a route or routes, shall remove a route, or shall add a new route upon the University's request. The changes to be made by the City, therefore, shall be upon the basis, and shall be subject to the conditions and limitations, as are set forth in Subparagraph E of this Paragraph hereinbelow. Also, in the event it develops during said period that an additional bus or buses are required in order to meet the demand for said bus service during any operating period or periods, the City, if it is able to provide same, at the University's written request, shall provide such additional bus or buses for said service during said operating period or periods upon the same basis, as is set forth hereinabove. The University shall have the right to terminate any such changes, extensions, or new routes upon five (5) days' written notice to the City.

C. Buses shall stop to receive or discharge the passengers using bus service at such points as shall be agreed upon from time to time during said periods, between the City and the University, and the University shall identify the points at which stops will be made by said buses. The City shall provide acceptable markers.

D. The City shall exercise due diligence to adhere to the time schedules hereinabove referred to, but minor deviations therefrom due to variations in traffic, weather, or load conditions shall not be deemed to be a default hereunder.

E. The University has exclusive rights to on-campus busing. Only routes designed and paid for by the University shall be permitted on the campus. Routes paid for by independent companies or housing facilities shall be permitted to unload passengers at a location to be determined by the University. They shall not be permitted on campus. Service orders placed by companies or individuals shall be permitted on campus for touring purposes only.

F. The City shall not collect fares from its passengers, but shall charge the University for providing said **on-campus** bus service as follows:

During the period from September 1, 2014, and August 31, 2015:
City proposes to provide an estimated 36,401.51 hours of service at a base rate of $51.00 per hour, for a total for $1,856,477.01. Hours are calculated based on the published 2014-15 school calendar.

Such charges shall be adjusted each month to reflect any change above or below the monthly average of the actual price paid per gallon of fuel in that month by the City on a base figure of $3.10 per gallon. The adjustments shall be based on fuel consumption of 2.5 gallons per hour of operations per vehicle and shall be accomplished according to the following formula:

Adjusted Hourly Rate per Vehicle = Base Rate + (2.5 x Fuel Cost Above $3.10 per Gallon)

OR

Adjusted Hourly Rate per Vehicle = Base Rate - (2.5 x Fuel Cost Below $3.10 per Gallon)

G. The City shall not collect fares from its passengers, but shall charge University for providing said **off-campus** bus service as follows:

During the period from September 1, 2014, and August 31, 2015:
City proposes to provide an estimated 32,921.49 hours of service at a base rate of $51.00 per hour, for a total for $1,678,995.99. Hours are calculated based on the published 2014-15 school calendar.

Such charges shall be adjusted each month to reflect any change above or below the monthly average of the actual price paid per gallon of fuel in that month by the City on a base figure of $3.10 per gallon. The adjustments shall be based on fuel consumption of 2.5 gallons per hour of operations per vehicle and shall be accomplished according to the following formula:

Adjusted Hourly Rate per Vehicle = Base Rate + (2.5 x Fuel Cost Above $3.10 per Gallon)

OR

Adjusted Hourly Rate per Vehicle = Base Rate - (2.5 x Fuel Cost Below $3.10 per Gallon)

The City shall submit a monthly invoice showing the amount due for service provided. Contemporaneously therewith, the City shall present the University with a billing by the 15th of each month for the prior months hours of service provided. Such bill is to be paid by the University no later than 30 days after receipt of the invoice, in accordance with State law. The City shall provide an income and expense statement at the end of the contract period.

$3,535,473.00	+	$0.00	=	$3,535,473.00
Service Cost		Estimated Fuel Cost Adjustment		Estimated Total Cost

It is understood between both parties that the discount base rate of $51.00 shall apply conditional upon a total contract hours usage of 60,000 hours or greater. In the event the total hours are less

than 60,000 the contract base rate of $52.25 shall apply. The $52.25 base rate will be retroactive from the start date of the contract.

H. The City shall allow Texas Tech University students to ride any fixed route at no charge when they show a current Texas Tech Student Identification Card.

I. In a campus emergency situation, the Managing Director of University Parking Services is the Emergency Transportation Officer. During an emergency situation, the transportation of people may have to be facilitated or restricted from areas at risk and in support of response and recovery activities. The Emergency Transportation Officer, working as part of the Emergency Operations Center, has responsibility for arranging for or providing the transportation needed to support emergency operations.

   It is assumed the City will continue to provide service pursuant to this agreement during emergency situations. Campus transit system buses may be diverted from their normal routes and scheduled as needed to support University emergency operations.

II.
Service Orders

The Federal Transit Administration has issued charter regulations, Federal Register 49 CFR Part 604, effective April 30, 2008. (The rules are set up to protect private charter companies from unfair competition from public transportation systems that receive Federal funds. The Federal Transit Administration has created a website (www.ft.dot.gov/charterregistration) where private charter operators can register for all geographic regions in which they are interested in providing service).

Due to the regulations, when a public transportation system receives a request for a charter it cannot simply agree to provide the service. The public transportation system shall get the details of the service that is being requested and shall e-mail the information to all private charter companies listed in its geographic area. If any of the private charter companies indicate to us that they are interested in providing the service, the public transportation system shall not be able to provide the service for any reason. The private charter companies that have expressed interest in the service shall contact the potential customer to work out the details of the service requested. In order for this process to take place, public transportation systems must have at least four days' notice on charter requests.

In the event that the City is able to provide charter service to the University, the City shall furnish service orders, if equipment is available, for the transportation within fifty (50) miles of the City limits of such special groups as may be designated by the University. The City shall charge the University for providing said service orders the sum of $130.00 for the first hour of service, $130.00 for the second hour of service, and $100.00 for the third hour of service for each bus used in said service. Any service orders exceeding three hours shall be billed $60.00 per hour after the first three hours. The above mentioned rates are the same rates that are charged to the general public. There shall be a one hour minimum required on all service orders. Rates will not be pro-rated until the fourth hour of service. Billing periods and reports of operation shall be submitted in accordance with the provisions of Subparagraph F of Paragraph II hereinabove.

IV.
Publicity

The University shall undertake and conduct a program designed to publicize the existence of said bus service and to acquaint its staff members and students with the availability of the same during the period in which it is provided in accordance with and under the Agreement. The City shall provide appropriate timetables for the convenience of students. The City shall also provide $4,500 towards the production of pocket-sized campus maps. The City shall also place an advertisement in *The Word Publications* at the beginning of the Fall Semester. The City shall obtain the Student Government Association's approval of any advertisements before placing them in the buses used on campus.

The City shall provide lease space for six (6) vinyl wrap bus advertisements to the University at no charge for a period of one year. At the end of the first year, the University has the option to replace all six (6), or any number up to six, of the vinyl wraps. The University will be charged a reduced lease rate of $500 per month for any vinyl that remains on the bus past the initial year. No vinyl will stay on the bus for longer than three years. The University will have a total of six (6) vinyl wrap buses available to them at any given time. The University has the option to purchase additional vinyl wraps, over the agreed upon six, at the publicly advertised lease rate. Vinyl is warranted for two years, window vinyl is warranted for one year. After one year, and every year after, the City shall determine the condition of the vinyl for renewal option. Any vinyl replacement would be at the University's cost.

The vinyl wraps shall be designed by the University with final approval by the City. The City shall be responsible for having the vinyl produced and installed. The University shall be responsible for the production and installation cost of the vinyl.

The City shall provide space for in-bus signage for student organizations that are advertising a non-revenue generating event at no fee to the University. The organization is responsible for the artwork and production of the signage. All artwork must be approved by the Student Government Association and the City. This will be limited to two (2) advertisements per bus per year. In order to place two (2) advertisements per bus the organization will need to provide eighty (80) posters to the City. The City does not allow political or sexually-explicit advertisements.

The University administration will be provided with space for twelve (12) posters per bus per year to use at their discretion. Signage must be laminated to 11" x 17" in a horizontal format. The University retains the right to retain any revenue obtained from the use of these signs. The City does not allow political or sexually-explicit advertisements.

The University has the right to research further in bus advertising options. Such options will not be implemented unless agreed upon by both the City and the University.

V.
Service Provided

The City shall provide and use at all times, buses that are in good and safe mechanical condition, and are also in reasonably clean condition, and shall also provide competent and duly licensed drivers by whom said buses shall be driven, and the City shall assume full and complete responsibility for the condition of said buses and the qualifications and competence of its drivers at all times, and the University assumes no obligations whatsoever for either of the same.

VI.
Independent Contractor Relationship

In providing and furnishing said bus service during the term hereof, the City shall act solely in the capacity of and as an independent contractor, and not as an agent or employee of the University, and the University shall have no control over the City's operations in connection with providing said service except as hereinabove provided and the University shall have no control or supervision whatsoever over the drivers of the buses used in said service who shall be employed by the City or the agent of the City. Said drivers shall not constitute agents or employees of the University, and shall be subject solely to the City's or the City's agents supervision and control.

VII.
Insurance and Risk

A. As set forth in Paragraph I, it is recognized by the parties hereto that the City has entered into an Agreement with its agent, McDonald Transit Associates, Inc. ("Company") for the purpose of the Company providing transportation services in and around the City of Lubbock, Texas, including the University. That under said Agreement, the Company carries and keeps in force an insurance policy insuring both City and the Company against liability for personal injury or property damages arising out of the operation of said bus services and that the services provided herein are also conducted pursuant to the Agreement between the City of Lubbock and the Company. At all times during which the Company shall provide the bus services mentioned herein and upon the above and foregoing terms and conditions, the University shall be protected under the Company's insurance coverage against liability and personal injuries or personal damages arising out of the operation of said bus service to the extent of at least $300,000 for personal injury to any one person, $500,000 for each occurrence, and $300,000 for property damages sustained in any accident or occurrence arising out of the operation of said bus service and the University shall be furnished a certificate of the Company's insurer showing coverage to be at least in the sums just stated. Said insurance policy shall name and include "The Board of Regents of Texas Tech University" and "Texas Tech University" as named insured. Said policy or policies shall, upon request, be subject to the examination and approval of the University.

B. The Company, as named insured, assumes, to the extent of the insurance coverage maintained, the risk of service operation and the University shall not be liable for damage to any and all buses or other Company property used in the bus service operation regardless of the cause thereof. To the extent of the proceeds of such insurance, the University shall be reimbursed for any damage or injury to the University property arising out of or resulting from the said bus service operation except that no such reimbursement shall be made for (1)

damage to pavement by normal operation of buses, or (2) any damage or injury caused by acts or omissions over which the Company, its employees, or agents had no control.

VIII.
Maintenance

The City agrees to maintain and operate said bus service and the buses used in providing the same in a safe, efficient and lawful manner, and in so doing, shall comply with all applicable statutes, municipal ordinances, and traffic rules and regulations promulgated by the University.

IX.
Miscellaneous

A. It is further agreed that this Agreement is made solely for the benefit of the University and the City, and no one else, whether a staff member or student of the University, or otherwise, and that no action or defense may be founded upon this Agreement except by the parties signatory hereto.

B. In no event shall the City be deemed to be in default of any provision of this Agreement for failure to perform where such failure is due solely to strikes, walkouts, civil insurrections or disorders, acts of God, or for any other cause or causes wholly beyond the control of the City. In such eventuality, the University may, upon twelve (12) hours' notice to the City, request the temporary suspension of bus service until the resumption of normal class schedules, in which event the City shall not furnish buses or be paid for services until the resumption of services. The University shall, in such cases, notify the City twelve (12) hours in advance of the time service is to be resumed.

X.
Dispute Resolution

A. The dispute resolution process provided for in the Texas Government Code, Chapter 2260 shall be used by the University and the City in an attempt to resolve any unresolved claim for breach of contract arising under this Agreement and made by the City.

EXECUTED, as of the Effective Date hereof:

TEXAS TECH UNIVERSITY

Dr. Duane Nellis, President

Date: _____

Chief Fiscal Officer
Date: _____

REVIEWED FOR FORM
TEXAS TECHUNIVERSITY

General Counsel

Date: _____

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT

Bill Howerton, Jr., Citibus Liaison

APPROVED AS TO FORM

Amy Sims, Assistant City Attorney

Revised 6-28-13

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

Meeting Date: 08/28/2014

Information

Agenda Item

Resolution - Transit: Consider a resolution authorizing the Mayor to execute contract 12010 with LeFleur Transportation of Texas, Inc. for the Medical Transportation Services (Citibus).

Item Summary

The contract with LeFleur Transportation of Texas, Inc. for medical transportation services allows Citibus to provide non-emergency medical transportation. This is a one year contract, with an automatic renewal on each anniversary date for one additional year. Under the contract Citibus will receive $26 per ambulatory trip and $37 for clients that utilize a mobility device.

The contract states that LeFleur has the ability to access liquidated damages if the City of Lubbock/Citibus does not conform to all performance standards as stated in Contract Exhibit B – Key Performance Requirements. These liquidated damages are a pass down from the State of Texas to LeFleur Transportation and ultimately to their sub-contractors.

Previously, Citibus served as transportation service area provider for the Medical Transportation Contract. However, recently the State of Texas mandated that the service go through a broker system. LeFleur Transportation of Texas, Inc. was awarded the broker contract for Region 1. Under this agreement Citibus' paratransit service provides non-emergency medical transportation for Lubbock.

Fiscal Impact

The revenue from this contract will be available for local match for other Citibus grants, making this a valuable asset for the FY 2015 budget.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - LeFleur

Contract - LeFleur

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 Transportation Service Subcontract, by and between the City of Lubbock and LeFleur Transportation of Texas, Inc., to provide transportation services as administered by the Texas Health and Human Services Commission, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy L. Sims
Deputy City Attorney-Transactional

RES.Contract-LeFleur Transp Serv Subcontract
8.14.14

TRANSPORTATION SERVICE SUBCONTRACT BETWEEN LEFLEUR TRANSPORTATION OF TEXAS, INC. AND Citibus

THIS CONTRACT ("Contract") is dated as of 08/21/2014 and is entered into by and between LeFleur Transportation of Texas, Inc. ("LeFleur"), a Texas corporation, and Citibus, ("Subcontractor"), a Texas corporation, and together "the Parties".

I. RECITALS

1.1 LeFleur has entered into a contract with the State of Texas Health and Human Services Commission ("HHSC") to provide nonemergency medical transportation services ("NEMT") to eligible Medicaid Clients in those Managed Transportation Organization Region(s) ("Region") that LeFleur has been selected to serve as the Managed Transportation Organization ("MTO") (referred to herein as the "HHSC Agreement").

1.2 LeFleur desires to engage Subcontractor to perform certain transportation services, as described below, and Subcontractor desires to perform such services for LeFleur;

1.3 The Parties to this Contract are not considered Affiliates or Parties-in-Interest (as defined in the HHSC Agreement);

1.4 LeFleur is committed to the coordination of quality, safe, timely and economical transportation services; and

1.5 Subcontractor has represented that it has the necessary expertise, personnel, and other resources, and is qualified to perform transportation services under this Contract.

NOW, THEREFORE, in consideration for the mutual promises and agreements set out herein, it is mutually understood and agreed as follows:

II. DEFINITIONS OF WORDS AND TERMS

Unless otherwise specified in this Contract, all terms not otherwise defined shall have the same meaning as those terms in the rules governing the Medical Transportation Program ("MTP") as found in 1 Tex. Admin. Code § 380.101. Additionally, for the purposes of this Contract the following definitions apply:

2.1 "Applicable Law" means all federal, state and local statutes, regulations, ordinances, executive orders, decrees and court decisions binding upon the Parties.

2.2 "Authorization" means the procedure by which LeFleur grants advance approval for Covered Services provided to Clients. An authorization number will accompany all trips requested of Subcontractor.

2.3 "Covered Services" means those medical transportation services for which the Client is eligible and which are authorized by LeFleur in accordance with the Authorization procedures.

2.4 "Client(s)" are Medicaid, Children with Special Health Care Needs ("CSHCN"), and Transportation for Indigent Cancer Patients ("TICP") clients who do not have any other means of transportation to covered, medically necessary health care services.

2.5 "Effective Date" shall be the date on which full execution of this Contract by all Parties is completed.

2.6 "Exhibits" means all exhibits referenced herein and attached to this Contract, which are incorporated by reference herein and constitute part of this Contract. Capitalized terms not otherwise defined in such exhibits have the meaning as defined in this Article II. The Exhibits to this Contract are:

a. Exhibit A – Compensation

b. Exhibit A-1- Rates

c. Exhibit B – Performance Requirements and Liquidated Damages

d. Exhibit C – Business Associate Agreement

2.7 "Managed Transportation Organization" a regional contracted broker defined by Texas Government Code, Section 531.02414, or a local private transportation provider approved by the commission to provide Medicaid nonemergency medical transportation services; or any other entity HHSC determines meets the requirements.

2.8 "No show" means a term assigned to a trip when Subcontractor waits for the client ten (10) minutes beyond the scheduled pick-up or return time. Following this ten (10) minute wait, if the client does not board the vehicle, the client may be declared a no show for the transportation service. The Performing Provider Manual details procedures for handling "no shows."

2.9 "Performing Provider" means a provider of non-emergency medical transportation services whom LeFleur has selected and who has been enrolled with HHSC's Claims Administrator and has entered into an agreement with LeFleur to provide Covered Services to Clients. Subcontractor is a Performing Provider and may be referred to herein as a Performing Provider.

2.10 "Performing Provider Manual" means the manual established by LeFleur which shall contain the written rules, policies, procedures, protocols or directives applicable to each Performing Provider and are incorporated herein by this reference. LeFleur may modify the Performing Provider Manual from time to time for the performance of services hereunder. LeFleur will use reasonable commercial efforts to inform Subcontractor at least ten (10) days in advance of any material changes to the Performing Provider Manual. LeFleur may implement changes to the Performing Provider Manual without Subcontractor's consent if such change is (1) required to comply with applicable federal and State law and regulations, rules, policies and procedures of HHSC, or standards governing the provision of Covered Services or (2) is applicable to all or substantially all of the subcontractors in LeFleur's network and does not materially alter Subcontractor's obligations pursuant to this Contract. Otherwise, changes to the Performing Provider Manual are subject to the terms of section 8.4 of this Contract applicable to modifications

of this Contract. LeFleur shall make the Performing Provider Manual available to Subcontractor via LeFleur's website and upon Subcontractor's request.

2.11 "Service Area" means that geographic area in which Subcontractor is authorized and obligated to provide Covered Services under this Contract as set forth in Exhibit A.

III. GENERAL CONTRACTUAL TERMS AND CONDITIONS

3.1 Incorporation of HHSC Agreement. Services covered under this Contract shall be performed in full compliance with the HHSC Agreement and the Texas State Plan for Medical Assistance under Title XIX of the Social Security Act. All provisions of the HHSC Agreement are incorporated herein to the fullest extent applicable to the service or activity delegated pursuant to this Contract, including without limitation, the obligation to comply with all applicable federal and State law and regulations, all rules, policies and procedures of HHSC, and all standards governing the provision of Covered Services, all record keeping and reporting requirements, and all obligations to maintain the confidentiality of information, subject to section 6.8 herein.

3.2 Non-Compete. Subcontractor agrees that during the term of this Contract, Subcontractor will not call on, solicit, divert, or take away, either directly or indirectly, either for itself or for any other person, firm, or corporation, any of LeFleur's clients. For the same period of time, Subcontractor will not perform any work for LeFleur's clients without the express written permission of LeFleur. For the same one-year period of time, Subcontractor agrees to refrain from directly or indirectly inducing to leave LeFleur's employment any of LeFleur's employees or other persons associated with the representation of LeFleur.

3.3 Subcontractor's Performance. Subcontractor is responsible for performing all work and services described herein in accordance with the terms and conditions of this Contract and the HHSC Agreement. Subcontractor represents and warrants that it has or will obtain all personnel and equipment required to perform the services hereunder prior to executing this Contract.

3.4 Complaint Process. The Performing Provider Manual contains a complaint process that Subcontractor shall utilize to address operational disputes with LeFleur.

3.5 Term. The initial term of this Contract shall begin on the Effective Date, and shall continue for a period of one (1) year, unless terminated sooner pursuant to the terms and conditions of this Contract. This Contract shall automatically renew upon each anniversary date for one (1) additional year, provided that neither Party has exercised termination rights under the terms provided herein.

3.6 Maintenance of Books and Records. Subcontractor shall maintain books, records, other documents and data necessary and sufficient to document Subcontractor's compliance with the requirements of this Contract, including but not limited to, dispatch and scheduling records, operators' manifests and logs, operator rosters, drug-free workplace policies, training records on behalf of the operators, vehicle maintenance records, insurance records, complaints, and telecommunication metrics. Subject to Section 3.7 below, Subcontractor shall maintain such books, records, data, driving records and documents according to generally accepted record-retention policies and as required by LeFleur for a period of the greater of: (i) five (5) years following termination or expiration of this Contract; (ii) until the resolution of all litigation, claim, financial management

review or audit pertaining to the Contract, or (iii) the period of time required by any applicable federal, state, or local law.

On the request of LeFleur and/or HHSC, Subcontractor shall submit properly authenticated books, records, other documents, including any internal audit reports, data, or other satisfactory proof as to its compliance with the requirements of this Contract. LeFleur and/or HHSC may also request that Subcontractor produce such books, records, other documents and data as necessary to determine whether Subcontractor has been properly compensated or whether an overpayment or erroneous payment has been made to Subcontractor and Subcontractor shall produce such books, records, other documents, and data. Subcontractor shall, on the request of LeFleur and/or HHSC, provide access during customary business hours to inspect Subcontractor's records, facilities and all vehicles used to provide services for this Contract, including all vehicles owned and/or leased by Subcontractor or otherwise provided by or owned by the operators of such vehicles.

3.7 *Frew* Requirements. The Consent Decree and Court Action Orders resulting from *Frew, et al., v. Janek, et al., Civil Action No: 3:93CV65, ("Frew")* directly impact the delivery of medical transportation services Subcontractor delivers under this Contract to children under age 21 who are enrolled in Medicaid. Subcontractor shall comply with all aspects of *Frew* when providing services pursuant to this Contract. Immediately upon notification by LeFleur, Subcontractor will be required to implement any new or corrective actions required to maintain *Frew* compliance. These requirements may apply to any facet of operations related to this Contract.

Pursuant to *Frew*, Subcontractor is required to maintain all documents related to children under age 21 who are enrolled in Medicaid. Subcontractor shall retain such records until LeFleur receives written authorization from HHSC that such records may be destroyed and provides Subcontractor written notice of the same. The term document is broad and encompasses the original and any draft or non-identical copy of any document, including exhibits and attachments. The term document also includes any method of reducing or recording information in written form, including but not limited to, a memo, letter, note, post- it, drawings, graphs, charts, emails, electronic or videotape recordings, digital signatures, computer disks, tapes or other forms of computer memory storage, and other data compilations. Hard copy documents can be stored in a more convenient form (e.g., scanned computer image, microfiche). Provided the document in the new medium is clearly decipherable and an exact duplicate (other than its medium of storage), the original hard copy does not need to be retained. Records maintained by former employees must be retained upon the employee's departure. All data and record documents must be released to LeFleur and/or HHSC at the termination of this Contract.

3.8 Relationship of Parties. Subcontractor is an independent contractor of LeFleur. Neither Subcontractor nor its employees, agents or officers are employees or agents of LeFleur for any purpose. Subcontractor shall not, without the prior written consent of LeFleur, enter into any contract or commitment in the name of or on behalf of LeFleur or attempt to bind LeFleur in any respect whatsoever.

3.9 INDEMNIFICATION. FOR PURPOSES OF THIS SECTION, ALL REFERENCES TO LEFLEUR SHALL ALSO INCLUDE HHSC, ITS SUBSIDIARIES AND SUCCESSORS, AND THE STATE OF TEXAS.

SUBCONTRACTOR COVENANTS AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IT WILL INDEMNIFY, DEFEND, AND HOLD LEFLEUR, AND ITS EMPLOYEES, VOLUNTEERS, SUBCONTRACTORS, OFFICERS, DIRECTORS, AND AGENTS, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, ACTIONS, DAMAGES, CLAIMS, DEMANDS, JUDGMENTS, LOSSES, COSTS, EXPENSES AND SUITS RESULTING FROM, OR ALLEGED TO RESULT FROM, ANY NEGLIGENCE OR WILLFUL MISCONDUCT OF SUBCONTRACTOR, AND ITS EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS, ARISING OUT OF, OR ALLEGED TO BE ARISING OUT OF, THE OBLIGATIONS OF THIS CONTRACT AND THE SERVICES PROVIDED BY SUBCONTRACTOR. SUBCONTRACTOR FURTHER AGREES TO THE MAXIMUM EXTENT PERMITTED BY LAW TO INDEMNIFY LEFLEUR AND ITS EMPLOYEES, VOLUNTEERS, SUBCONTRACTORS, OFFICERS, DIRECTORS, AND AGENTS FOR ANY REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES INCURRED IN DEFENSE OF SUCH ACTIONS, SUITS AND CLAIMS.

3.10 Laws, Regulations, and Permits. Subcontractor warrants that in the performance of this Contract, it shall fully comply with all applicable federal, state, and local laws and ordinances and all lawful orders, rules, and regulations required for full performance under this Contract.

3.11 Nondiscrimination. Subcontractor and Subcontractor's principals, employees and subcontractors shall abide by all federal and State laws, regulations and orders which prohibit discrimination because of race, creed, color, religion, sex, national origin, ancestry, age, or physical or mental disability, including, but not limited to, the federal Civil Rights Act of 1964, the federal Americans with Disabilities Act of 1990, the federal Rehabilitation Act of 1973, and federal Executive Orders 11246 and 11375. Subcontractor further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Contract.

3.12 Drug-Free Workplace Act. Subcontractor shall provide a comprehensive drug-free workplace program in accordance with federal regulations 49 CFR Part 40 and Part 655. Subcontractor shall:

a. Publish a policy statement, specifying standards of conduct and sanctions for violations.

b. Publish and abide by a strict zero-tolerance policy regarding drug and alcohol abuse.

c. Furnish a copy of the policy statement to each employee and independent operator performing service under this Contract.

d. Establish an employee-awareness program, which includes, but is not limited to an explanation of the policy statement to all employees along with information on local drug/alcohol resources.

e. Notify the appropriate federal agency when an employee or operator is convicted of a violation of a criminal drug statute occurring at the work site.

f. Provide referrals to employees for recovery programs when the employee's use of alcohol or mood- altering substances has produced a dependency harmful to the employee's work performance.

3.13 Litigation. Subcontractor shall notify LeFleur immediately upon receiving notice of any action, suit, or claim threatened against Subcontractor which may result in litigation related in any wait to this Contract.

3.14 Assignment/Assumption of Subcontract by HHSC. If HHSC terminates the HHSC Agreement for cause, LeFleur shall (upon HHSC's request) consent to assignment or assumption of this Contract, or discrete provisions thereof, for services and deliverables provided under the HHSC Agreement to HHSC or HHSC's designee. Subcontractor expressly agrees that HHSC has the foregoing option.

3.15 Conflicts of Interest.

a. **General**. Subcontractor should carefully review Article 12 of the Uniform Terms and Conditions for additional information concerning conflicts of interest.

b. **Warranty**. Except as otherwise disclosed and approved by LeFleur prior to the Effective Date of this Contract, Subcontractor warrants that, as of the Effective Date and to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to organizational conflict of interest affecting the HHSC Agreement. Subcontractor affirms that it has neither given, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, at any time during the procurement process or in connection with the procurement process except as allowed or circumstances, a relationship, or other situation under which a contractor, or a subcontractor has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) Impairs or diminishes the offeror's, contractor's, or subcontractor's ability to render impartial or objective assistance or advice to LeFleur or HHSC; or (2) Provides the contractor or subcontractor an unfair competitive advantage in future HHSC procurements.

c. **Continuing Duty to Disclose**. Subcontractor agrees that, if after the Effective Date, Subcontractor discovers, is made aware of an organizational conflict of interest, Subcontractor will immediately and fully disclose such interest in writing to LeFleur. In addition, Subcontractor must promptly disclose any relationship that might be perceived or represented as a conflict after its discovery by Subcontractor, LeFleur or by HHSC as a potential conflict. LeFleur reserves the right to make a final determination regarding the existence of conflicts of interest, and Subcontractor agrees to abide by LeFleur's decision. The disclosure will include a description of the action(s) that Subcontractor has taken or proposes to take to avoid or mitigate such conflicts.

d. **Remedy**. If LeFleur determines that an organizational conflict of interest exists, LeFleur may, at its discretion, terminate the contract. If LeFleur determines that Subcontractor was aware of an organizational conflict of interest before the Effective Date of the Contract and did not disclose the conflict to LeFleur, such nondisclosure will be considered a material breach of the Contract. Furthermore,

such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate state or federal law enforcement officials for further action.

3.16 Provider Manual. LeFleur may modify the Performing Provider Manual from time to time for the performance of services hereunder as described in section 2.8 herein. LeFleur shall make the Performing Provider Manual available to Subcontractor via LeFleur's website and upon Subcontractor's request. Subcontractor and LeFleur intend for, and shall be bound by this Contract, any Exhibits, and the Provider Manual, as one integrated contract.

IV. INSURANCE

4.1 Insurance Requirements.

a. Subcontractor and/or operators shall obtain, maintain, and pay for the insurance coverage designated in this Article from generally recognized, financially responsible insurers that are A.M. BEST rated at a minimum of A. The insurer must be licensed in the State of Texas. All such insurance coverage shall be primary to any other insurance coverage available to LeFleur, HHSC, and/or its officers, directors, elected or appointed officials, employees, agents and volunteers.

b. LeFleur, HHSC, their officers, directors, elected and appointed officials, employees, agents and volunteers shall be designated as "Primary Additional Insured" parties on all policies of insurance for activities performed by Subcontractor under this Contract, so that to the full extent of such insurance, LeFleur, HHSC, their officers, directors, elected and appointed officials, employees, agents and volunteers shall be insured against claims, risks, and losses in connection with any activity performed by Subcontractor under this Contract. A copy of the primary additional insured endorsement must be submitted with the certificate of insurance. LeFleur may notify Subcontractor that additional agencies need to be added as "Primary Additional Insured" on five (5) days written notice.

c. Insurance shall be occurrence-based. In the event that any of the insurance required by this Article becomes available only on a "claims made," rather than on an "occurrence" basis, such insurance shall contain a "prior acts" provision so that losses arising out of events that occurred on or after the retroactive date will be covered to the same extent such losses would be covered if they arose out of events that occurred after the date of the coverage would have taken effect. The retroactive date will be the date the insurance was converted to occurrence-based, or the signing date of the first Contract with LeFleur, whichever is earlier. In the event that any of the insurance required by this Article becomes unavailable, or available only on a "claims made" basis, without a "prior acts" provision, LeFleur may terminate use of Subcontractor for transportation services in accordance with Section 7.1.c.1 herein.

Subcontractor at its sole expense shall obtain and file with LeFleur a certificate of insurance or other proof satisfactory to LeFleur showing coverage required under this Article. All evidence of insurance shall be

certified by a properly authorized officer, agent or qualified representative of the insurer(s), and such certification shall include the names of the insured, the types and amounts of insurance, the location and operations to which the insurance applies and the policy expiration dates, and shall provide that the insurer(s) will give, by certified mail, notice to LeFleur at least thirty (30) days prior to the effective date of any cancellation, lapse or material change in the policy.

d. Subcontractor shall, on demand of LeFleur, deliver to LeFleur all certified copies of the policy or policies of insurance within ten (10) days and provide evidence satisfactory to LeFleur of payment of premiums thereon. Should Subcontractor fail to obtain and maintain in force any such insurance or deliver such policy or policies and receipts or other proof of insurance required by LeFleur to LeFleur, then LeFleur shall have the right to terminate this Contract immediately without notice or the opportunity to cure, notwithstanding the termination provisions that would otherwise apply under Section 7.1.c below.

4.2 Insurance Coverage and Other Requirements. The insurance policies must provide the following coverage:

a. Coverage:

1. Automobile Liability shall be for "Any Auto."

2. Commercial General Liability

3. Personal Identity Coverage (PIC)

b. Minimum Limits Coverage:

1. Non-Governmental entities shall comply with following insurance requirements after issuance of the purchase order and prior to beginning work:

i. Comprehensive General Liability Minimum Limits:

A. $1,000,000 Each Occurrence

B. $1,000,000 Personal & Adv Injury

C. $2,000,000 General Aggregate

D. $2,000,000 Products/Comp Op Aggregate

E. $5,000 Medical Expense each person

F. $50,000 Damage to Rented Premises

ii. Business Auto Liability for Any Auto Minimum Limits: CSL (Combined Single Limit) of:

A. $1,000,000 Bodily Injury per person

B. $1,000,000 Bodily Injury per accident

C. $1,000,000 Property damage per accident

iii. Identity Theft Coverage Limits: $1,000,000

2. All Governmental entities shall be required to comply with all State and Federal Laws applicable to the Governmental entity.

i. Reference Civil Practice & Remedies Code, Title 5, Governmental Liability Limitation on Amount of Liability

Providing insurance coverage under this Article shall not be construed to relieve Subcontractor from liability for the deductible or for amounts in excess of these policy limits.

c. Separation of Insured. The insurance shall include a "cross liability," "severability of interests," or "separation of insured" clause indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each insured were the only insured and separately to each insured against whose claim is made or suit is brought."

d. Change in Coverage. The types and amounts of coverage provided by this policy to LeFleur, HHSC, and any other named insured shall include a provision which provides that the coverage may not be terminated, reduced, or otherwise modified in any respect without providing at least thirty (30) calendar days' prior written notice to LeFleur via certified mail.

e. Waiver of Subrogation. All policies must include a waiver of subrogation in favor of HHSC.

f. ACORD Form. If an "ACORD" form of Certificate of Insurance is provided to LeFleur, the wording at the bottom of the ACORD form must be modified and changed to read: "Should any of the above- described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to LeFleur, Attention: Michael P. Ford, CFO, via certified mail."

4.3 Worker's Compensation. Subcontractor shall maintain worker's compensation insurance in the amount and type required by law for all employees under this Contract who may come within the protection of worker's compensation laws. Said insurance must include a waiver of subrogation in favor of HHSC, and must be issued by a company licensed in Texas, with an A rating from A.M. BEST and authorized to provide the corresponding coverage. The following are the required limits:

- Workers Compensation: Statutory Limits
- Employers Liability: $1,000,000.00 each accident
- Disease $1,000,000.00 Each Employee

- Disease $1,000,000.00 Policy Limit

V. SUBCONTRACTOR RESPONSIBILITIES

Subcontractor agrees to perform the following services and obligations, as more specifically described below and in LeFleur's Performing Provider Manual:

5.1 Scope of Service. Subcontractor shall provide authorized transportation services for Clients as an independent contractor of LeFleur. Such services shall be provided in accordance with the terms, conditions and specifications set forth in this Contract and in accordance with published LeFleur policies and procedures, LeFleur's Performing Provider Manual and the HHSC Agreement.

LeFleur does not guarantee a level of utilization to Subcontractor, and LeFleur does not guarantee that it will schedule any trips for Subcontractor. Utilization of Subcontractor will depend on such factors as cost, service demand, and appropriate level of service, location, vehicle suitability, responsiveness, and Subcontractor's demonstrated quality of service. LeFleur schedulers will consider these and similar factors to determine the most appropriate Subcontractor for any eligible client.

5.2 Overpayment/Erroneous Payment. In the event that LeFleur determines that overpayment or erroneous payment has been made to Subcontractor, whether due to error by LeFleur, or error, negligence, or intentional misrepresentation by Subcontractor, Subcontractor shall on the request of LeFleur, repay to LeFleur such overpayment or erroneous payment, including any interest that is owing thereon, within thirty (30) days of such request.

LeFleur may, in its sole discretion, withhold payment of any amounts due and owing to Subcontractor, sufficient to compensate LeFleur for any and all overpayments it reasonably believes have been made to Subcontractor, pending legal action or other resolution of the problem to LeFleur's satisfaction. In addition, LeFleur may withhold an amount sufficient to pay for the cost of collection of any overpayment to Subcontractor, including reasonable attorney fees.

5.3 Compensation. During the term of this Contract, LeFleur shall pay Subcontractor in accordance with the provisions defined in Exhibit A and rates in Exhibit A-1.

Trip manifest and Encounter data shall be submitted according to the terms of Exhibit A.

Failure to submit trip manifest data and related driver manifests with client and attendant signature will result in delayed payments. LeFleur will reimburse Subcontractor as per Section 5 of Exhibit A. In accordance with Medicaid requirements, any invoice submitted for payment exceeding 95 days from the date of service will not be paid.

5.4 Payment in Full. Subcontractor shall consider payment by LeFleur for services provided under this Contract as payment in full. Subcontractor shall not charge a fare nor shall a gift, gratuity or payment be accepted from a rider whose trip has been authorized by LeFleur. Subcontractor shall not request or collect payment from HHSC or any Client for the services performed under this Contract. If Subcontractor obtains payment for services provided under this Contract from a Client, Subcontractor shall immediately refund such payment to the Client.

5.5 Trip Manifest/Operator Logs. Trip manifest and operator log formats must be approved by LeFleur prior to use to ensure all information and data elements required by HHSC are maintained.

5.6 Taxes, Licenses, and Certificate Requirements. This Contract and any of the services performed hereunder are contingent and expressly conditioned on the ability of Subcontractor to provide the specified service consistent with all applicable laws and regulations of any appropriate entity with jurisdiction, including obtaining and maintaining licenses and certificates as applicable. If, for any reason, Subcontractor's licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract is effective, Subcontractor shall notify LeFleur immediately of such condition in writing. During the term of this Contract, Subcontractor and Subcontractor's subcontractors shall remain liable for, and shall pay in a timely manner, all vehicle licensing costs and taxes levied on Subcontractor's vehicles and other operating assets used for service under this Contract.

5.7 Description of Services and other responsibilities. The services provided by Subcontractor shall be solely demand-responsive transportation services. Eligible Clients may call LeFleur with trip requests. LeFleur may schedule authorized trips with Subcontractor. The specific types of trips are further described in the Performing Provider Manual.

5.8 Other Subcontractor responsibilities include the following:

a. When transporting children, operators must follow Texas State child securement requirements.

b. Pre-established trip destinations cannot be altered without prior approval from LeFleur. Stops for picking up prescriptions and/or medical supplies are allowed en route to or from an authorized medical trip only when authorized by LeFleur. On receiving such a request from a Client, the operator shall follow the procedures outlined in the Performing Provider Manual, including contacting the dispatcher to request LeFleur approval.

c. Subcontractor shall be responsible for managing and monitoring all major capital equipment associated with services provided under this Contract (e.g., all vehicles, facilities, maintenance equipment, two-way radios, wheelchair lifts, etc.).

d. Subcontractor shall provide sufficient telephone lines and equipment to meet the needs of staffing levels required to service the terms of this Contract. This includes receiving callbacks from Clients or medical providers to return the Client to their point of origination.

e. Subcontractor shall provide fax equipment that will meet the service requirements of this Contract (the fax shall be capable of reading incoming messages into memory and be easily accessible to dispatch).

f. Subcontractor shall maintain a business-based PC-compatible computer with Internet access at a speed compatible to broadband or DSL.

g. Subcontractor will maintain a printer capable of printing documents.

h. Subcontractor shall be responsible for all aspects of day-to-day operations of the service, including employment of personnel, supervision of operators, and vehicle/equipment maintenance. Subcontractor will comply with policy and procedure directives published by LeFleur.

i. Subcontractor is responsible for ensuring every reasonable effort is made by the operator to locate the Client to complete the transport. This includes, but is not limited to requesting dispatch call the phone number at the pick-up location if provided by LeFleur, and at a facility asking for staff assistance.

j. Subcontractor shall ensure that Clients arrive to health care facilities at least fifteen (15) minutes but no more than one (1) hour prior to their scheduled appointment times. No client should be dropped off prior to the health care providers' scheduled operating hours.

k. Subcontractor must ensure that all operators, employees and supervisors participate in a drug and alcohol program in accordance with federal regulations 49 C.F.R. Part 40 and Part 655.

5.9 Service Areas. Subcontractor shall serve eligible Clients primarily within the Service Areas outlined in Exhibit A.

5.10 Hours of Operations. Subcontractor shall, at a minimum, provide service to eligible Clients as defined in Exhibit A. Subcontractor may, at LeFleur's request, provide service outside of normal business hours on an as-needed basis.

5.11 Operator Roster. A current list of qualified operators providing service under this Contract shall be maintained by Performing Provider at all times ("Operator Roster"). The Operator Roster shall include, at a minimum, the operator's name and driver's license number. Subcontractor shall submit the Operator Roster as designated by LeFleur before the start of operations and monthly thereafter. If any terminations, additions, or other changes are made to the Operator Roster, Subcontractor shall immediately submit an updated Operator Roster to LeFleur. Furthermore, Subcontractor is required to immediately submit the Operator Roster upon request by LeFleur or HHSC, which may be made without prior notice.

5.12 Operator Qualifications. Subcontractor shall ensure that all operators providing or seeking to provide transportation services under this Contract are in compliance with the Standards for Motor Vehicle Operators described in the HHSC Agreement and Performing Provider Manual, including but not limited to:

a. **Valid Driver's License**. Subcontractor's operators shall have appropriate and valid Texas State driver's licenses and any other licenses or permits required for the type of vehicle being operated and the service being provided under this program, including a "For Hire" license, if applicable. Subcontractor shall at all times maintain a current listing of all operators providing service under this Contract, which includes verification of appropriate licensure, including a copy of the operator's Texas driver's license, For Hire license, and any other required license.

b. **Driving History**. Subcontractor shall verify the driving record information of the motor vehicle operator that is maintained by the Department of Public Safety (DPS) pursuant to Texas Transportation Code, Chapter 521, Subchapter C ("Driving History Report"). A motor vehicle operator who does not meet driving history requirements may not provide transportation services under this Contract.

All operators are barred from providing services under this Contract if an operator has any findings by a law enforcement authority of driving while intoxicated (DWI/DUI) or under the influence of any substance that may impair the driver's ability to safely operate a motor vehicle within seven (7) years prior to the initial hire date or any time after the hire date. Also, any operator who has two (2) or more moving violations (including at fault vehicle accidents) either on or off the job within a one- year time period is barred from providing transportation services under this Contract.

c. **Criminal Background**. All operators must complete a nationwide criminal history background check for all offenses, including any felony or misdemeanor convictions, and a National and State Sex Offender Registry check (collectively the "Criminal Background Check"), upon hire and annually thereafter. A minimum of seven (7) years' criminal history background check must be completed. All Criminal Background Checks shall be conducted by an organization that has been approved by LeFleur.

Operators providing services under this Contract shall not have ever been convicted of any sexual offense, crime of violence, or a felony or misdemeanor conviction within seven (7) years of the initial hire date or any time after the date of hire of:

(1) an act of abuse, neglect or exploitation of children, the elderly or persons with disabilities as defined in Texas Family Code, as amended, Chapter 261 and Texas Human Resources Code, as amended, Chapter 48; or

(2) an offense under the Texas Penal Code, as amended, against the person; against the family; against public order or decency; against public health, safety or morals; against property; an offense under Chapter 481 of the Texas Health and Safety Code, as amended, (Texas Controlled Substances Act); and

(3) drivers must not have been found to have conducted or participated in any acts prohibited by the Texas Human Resources Code Chapter 36.

Individuals with any criminal conviction that falls within the aforementioned categories that occurred within seven (7) years prior to the hire date or any time after the hire date will not be allowed to participate in providing services under this Contract. Any damages suffered by LeFleur resulting from services being performed by a person not eligible to provide services under this Contract may be recovered from Subcontractor at LeFleur's discretion.

d. **Prior Authorization**. Prior to an operator providing services under this Contract, Subcontractor shall obtain LeFleur's authorization as described in the Performing Provider Manual. In order to obtain such authorization, Subcontractor shall submit an Operator File and Credentialing Packet (as described in the

Performing Provider Manual) to LeFleur. Any reports contained in the Operator File and Credentialing Packet must not be older than 30 days at the time of submission to LeFleur; otherwise, a new report must be processed prior submission. A copy of the Operator File and Credentialing Packet shall be submitted to LeFleur prior to an operator providing services under this Contract. Additionally, Subcontractor shall submit an updated Operator File to LeFleur annually thereafter. All Operator Files and Credentialing Packets shall be uploaded to LeFleur's database for further review.

e. **Age**. Operators must be a minimum of 18 years of age.

f. **Damages**. Any damages suffered by LeFleur resulting from services being performed by a person not eligible to provide services under this Contract may be recovered from Subcontractor at LeFleur's discretion.

5.13 Operator Conduct.

a. All operators shall be polite and courteous to passengers under all circumstances. More than two (2) complaints about an operator's failure to be polite and courteous may result in Subcontractor removing the operator from service under this Contract.

b. All operators must be able to communicate verbally with passengers and the radio dispatcher clearly and effectively in English. Operators are to contact their dispatch for assistance if unable to locate an address.

c. All operators performing service under this Contract must be provided with, and are required to wear, an identification tag that contains, at the minimum, the company name, as well as the operator's name. This identification must be of a size large enough to be easily read and be worn in an easily visible manner.

d. Operators are prohibited from smoking, eating or drinking in vehicles and around clients at all times.

Operators are also prohibited from using mobile devices while the vehicle is in motion.

e. Use of any substance that may impair the operation of the motor vehicle by the operator is prohibited.

f. If LeFleur or Subcontractor receive complaints regarding an operator, and/or LeFleur reasonably believes that the operator is not providing the service in a safe, reliable, and responsive manner, LeFleur has the authority to direct Subcontractor to immediately remove the operator from service under this Contract. LeFleur may, in its sole discretion, require Subcontractor to implement corrective action, and if such corrective action does not result in improved performance, as determined by LeFleur, LeFleur will direct Subcontractor to not use that operator for trip provision under this Contract. Corrective action may include required retraining of Subcontractor's employees or the operator. Any agency that LeFleur brokers transportation for may, in addition, make a determination that a particular operator shall not provide transportation service

under this Contract and on direction from LeFleur, Subcontractor shall comply with the direction provided to LeFleur by the agency. If Subcontractor holds multiple contracts with LeFleur, and LeFleur directs Subcontractor to remove an operator from the provision of service under any other Contract, Subcontractor shall also remove the said operator from service provided under this Contract.

g. Operators must not solicit or accept money, goods, or additional business from Clients.

h. Operators must meet federal guidelines for HIPAA compliance by keeping all client protected health information (PHI) confidential.

5.14 Operator and Personnel Training. LeFleur shall train key Subcontractor's staff to enable Subcontractor's training of dispatchers, operators and others per HHSC requirements. Training will cover, at a minimum, the items listed below and will be documented in writing by Subcontractor. LeFleur will review all training documentation (including certificates and other proof of training completion). Subcontractor must have a system to track training for all individuals providing services under this Contract. Operators and dispatchers must receive training on the terms and conditions of this Contract and with LeFleur written policies and procedures relating to LeFleur's contracted transportation services. Subcontractor is required to train all operators and dispatchers on changes and additions to existing LeFleur policies as they occur.

Training must include the following:

a. Thorough training on the vehicles and equipment that the operators will be driving.

b. Specific training requirements, and associated timeframes for completion, are further described in the Performing Provider Manual, and include but are not limited to: Passenger safety (training to occur at least annually); passenger assistance (training to occur at least annually); assistive devices, including wheelchair lifts, tie-down equipment, and child safety seats (training to occur at least annually); non-discrimination, sensitivity, and diversity; customer service; defensive driving techniques (training to occur at least every two years); prohibited behavior by motor vehicle operators, including use of offensive language, use of tobacco, alcohol or drugs, and sexual harassment; and any other additional training HHSC determines to be necessary.

c. A drug and alcohol program for all operators, employees and supervisors consistent with federal regulations in accordance with 49 C.F.R. Part 40 and Part 655.

d. Operators and dispatchers must receive thorough training on the geography of covered Service Areas and in particular, the location of all major hospitals, major medical facilities, and dialysis, methadone and mental health facilities. Operators and dispatchers must also receive training on the pick-up and drop-off points and procedures of each facility served on a regular and on-going basis.

e. Any training required by any entity with jurisdiction must be completed before operators can begin service on this Contract.

If current operators are found to be lacking any required training, the operator must be removed from service under the Contract until the training is completed. If Subcontractor does not employ certified instructors, Subcontractor is responsible for identifying training programs available through other sources, including LeFleur's training programs. LeFleur's Regional Manager must approve all training programs offered through third parties. If LeFleur or Subcontractor receives complaints regarding a dispatcher and LeFleur reasonably believes that the dispatcher is not performing his or her duties in a safe, reliable and responsive manner, or in accordance with LeFleur policies and procedures, Subcontractor shall upon direction of LeFleur, remove the dispatcher from service under this Contract immediately.

5.15 Vehicle Requirements. When providing services under this Contract, Subcontractor shall use automobiles, vans or mini-buses that comply with the minimum standards regarding the physical condition and maintenance of motor vehicles used to provide transportation services as defined in Texas Administrative Code, Title 1, Part 15, Chapter 380, Subchapter E, Rule §380.501 and all applicable state and federal laws, including, the Americans with Disabilities Act (ADA) Accessibility Guidelines for Transportation Vehicles (36 C.F.R. Part 1192), Federal Motor Vehicle Safety Standards (49 C.F.R. Part 571), and Texas Transportation Code, Title 7, Chapter 547. All vehicles must be inspected and approved by LeFleur before being placed into service and at minimum on an annual basis.

In addition, the following minimum vehicle requirements apply to this Contract:

a. All motor vehicles used to provide transportation services must:

1) Meet or exceed warranty and component standards for both state and federal safety mechanical operating and maintenance standards.

2) Be identified with the transportation provider name and vehicle number using letters that are at a minimum six (6) inches in height; and

3) Be equipped with:

i. Functioning, clean, and accessible seat belts for each passenger seat position that must be stored off the floor when not in use.

ii. An operating speedometer and odometer.

iii. Working interior lights within the passenger compartment.

iv. Adequate interior sidewall padding and ceiling covering.

v. Two exterior rear view mirrors, one on each side of the vehicle.

vi. An interior mirror, which should be used for monitoring the passenger compartment.

vii. A clean interior and exterior (which must be free of broken mirrors or windows, excessive grime, rust, chipped paint, and major dents).

viii. A functional fire extinguisher (which must be secured within reach of the motor vehicle operator and visible to passengers).

ix. A first aid kit (which must include at a minimum latex gloves, hazardous waste disposal bags, scrub brush, disinfectant, and deodorizer).

x. Working heating and cooling systems adequate for the heating, cooling and ventilation needs of both the motor vehicle operator and the passengers.

xi. All windows must be operational

xii. A signage posted within the vehicle that reads; "No Smoking, Eating, or Drinking." "All passengers must wear seat belts." "Concealed Weapons Prohibited."

b. Subcontractor shall provide and maintain a radio communication system or other means of real-time communications (cell phone, etc.) to allow for continuous communications between Subcontractor and all vehicles providing service under this Contract throughout the Service Area. Subcontractor will use its best efforts to utilize any communications systems prescribed by LeFleur for the exchange of trip information. Restricting the use of voice or communication channels while transporting LeFleur clients is not allowed. Operators must have free access to dispatch voice channels during transport.

c. All vehicles shall be clean, comfortable, and in good repair. LeFleur reserves the right to prevent Subcontractor from using a specific vehicle if it cannot meet these requirements.

d. Before placing any vehicle in service under this Contract, Subcontractor shall have the vehicle inspected and approved by LeFleur. This includes new, used, borrowed, rented, leased or contracted vehicles. LeFleur must inspect borrowed or leased vehicles prior to use each time the vehicle is contracted. Prior inspection of borrowed or leased equipment is not sufficient to meet the requirements of this Contract if the vehicle has been returned to the vehicle vendor between uses. LeFleur will inspect each vehicle no less than annually.

e. Of Subcontractor's fleet of vehicles dedicated to this Contract, a minimum of 10% of the vehicles must be designated as back-up vehicles available to minimize disruptions to service. A back-up vehicle is defined as being held in reserve and out of service during regular operating hours and immediately accessible to Subcontractor. Vehicles that are used to perform service for other business cannot be considered back-up vehicles. The back-up fleet must be sufficient to ensure that the level of service provided will not be disrupted due to normal vehicle breakdowns and maintenance requirements. The sufficiency of the back-up fleet is determined at the sole discretion of LeFleur. Should disruptions to service occur due to an inadequate back-up fleet, LeFleur may reevaluate the sufficiency of Subcontractor's fleet.

f. Temporary vehicles may only be used for a maximum of three (3) months and must be listed on the Vehicle Roster Report and specified as such. Temporary vehicles may use magnetic signs and must meet all vehicle requirements.

g. Subcontractor must establish, maintain, and provide upon request the following records and related information in its files, including at a minimum the following documentation for each vehicle:

- Manufacturer and model;
- Model year;
- Vehicle Identification Number and vehicle assigned number, if any;
- Odometer reading at the time the vehicle entered service under the contract;
- Type of vehicle (minibus or wheelchair van);
- Capacity (number of passengers);
- License plate number;
- Insurance certifications;
- Texas Department of Motor Vehicles (TxDMV) – issued registration permit and vehicle stamp;
- Special equipment (lift, etc.);
- Description of inspection activity, date, and odometer reading (e.g., verification that vehicle meets contract vehicle requirements, inspection of equipment such as brakes, tire tread, turn signals, horn, seat belts, air conditioning/heating, etc.); and,
- History of all vehicle inspections must be kept on file and available for LeFleur and HHSC for review.

5.16 Vehicle Maintenance and Safety. Subcontractor shall ensure that all vehicles and equipment used for service under this Contract are maintained in top working condition to minimize breakdowns and reduce the possibility of accidents. Subcontractor shall implement a maintenance and safety program that includes:

a. A preventive maintenance schedule that incorporates, at a minimum, the schedule recommended by the vehicle manufacturer and/or meets all maintenance requirements imposed by any entity with jurisdiction. Preventive maintenance must occur within 500 miles of manufacturer's suggested schedule.

b. A vehicle maintenance file for each vehicle, which includes records of all maintenance actions, including, but not limited to, servicing, preventive maintenance inspections, repairs, brake adjustments, and bodywork. Documentation of maintenance actions should include the date and mileage.

c. Documentation of inspection, repair, and replacement of associated equipment, such as radios. This equipment must be inspected and serviced in accordance with manufacturer recommendations.

d. Records of inspections conducted by any entity with jurisdiction and certification that the vehicle passed inspection must be available to LeFleur during normal business hours.

e. Documented operational and safety checks (pre-and post-trip inspection) at the beginning and end of each work day, which include a check of the tires, brakes, lights, fluids, wipers, seat belts and all safety equipment, and a check for vehicle damage.

Subcontractor shall work with LeFleur to enhance Subcontractor's existing maintenance program when deficiencies are noted.

LeFleur will conduct a pre-service inspection of all vehicles used in the performance of this Contract prior to the Effective Date, plus (at a minimum) annual inspections of such vehicles being used for this service, throughout the term of this Contract. Such inspections may either be conducted at Subcontractor's facility or some other agreed-on location and, to the extent possible, will be scheduled to minimize disruption of Subcontractor's operations. This may necessitate evening or weekend inspections. Inspections may be conducted with or without prior notice.

Inspections may result in the immediate suspension of the vehicle from service. Subcontractor will use a certified replacement vehicle, if available, to minimize the disruption to the service under such circumstances.

Subcontractor shall make vehicles available for inspection at no cost to LeFleur. Any inspection is solely for LeFleur and HHSC purposes and does not relieve Subcontractor from ensuring that vehicles meet minimum standards regarding the physical condition and maintenance of motor vehicles used to provide transportation services as defined in Texas Administrative Code, Title 1, Part 15, Chapter 380, Subchapter E, Rule §380.501 and are always safe and roadworthy when being operated.

Vehicle records must be available to LeFleur and HHSC for inspection, without prior notice, during normal business hours.

5.17 Performance Standards. Subcontractor shall exert its best efforts to ensure all trips are provided "on time." Subcontractor shall comply with the Performance Requirements and reporting obligations as provided in Exhibit B.

a. Clients will be told to be ready for pick up one (1) hour prior to the scheduled appointment time in most cases. In cases where estimated transit time dictates, the Clients will be informed to be ready accordingly. The Subcontractor will receive a pick-up time for each prescheduled appointment. The pick-up time provided to the Subcontractor will be the same time that Clients are told to be ready for pick-up. The Subcontractor may pick up the Client up to 15 minutes prior to that time if negotiated with the Client. Procedures for documenting this are included in the Performing Provider Manual. The Subcontractor may pick the client up after the scheduled pick-up time. At no time is a client to remain on-board a vehicle more than one (1) hour longer than the estimated direct travel time between the pick-up and drop-off locations.

b. "On time" shall be defined as arrival to the health care facility prior to the appointment time for preschedule trips. Clients will not be delivered prior to the facility opening for business, and no more than one hour prior to the scheduled appointment. ." For scheduled return trips and "will call" ASAP returns, Subcontractor shall pick up the Client within one hour of the requested time to be

considered "on time." The Subcontractor must pick-up Clients within three (3) hours of notification when the trip is considered Urgent (ie. Hospital Discharge).

c. "No Shows" Upon arrival for pick up, the driver is required to knock on the door and to notify the client of his/her arrival. The driver is required to wait 10 minutes beyond the scheduled pickup time before declaring the trip a no-show. No show procedures are detailed in the Performing Provider Manual. The Client must be called prior to declaring a no-show. A "no-show" door tag must be left on the door of the residence.

d. Subcontractor shall submit original operator logs and completed manifests to be used to verify on-time performance.

e. Subcontractor shall achieve "on time" performance of 98% or more of all trips given. If "on-time" performance falls below 98% in any one (1) month, LeFleur may meet with Subcontractor to review the matter and determine what actions will be taken to resolve the problem. Repeated failures to provide "on-time" performance (e.g., failure to meet standards for two (2) consecutive months) may be deemed a default by LeFleur and cause for immediate termination in accordance with Section 7.1.c.2.

f. Any trip that is missed due to a failure on the part of Subcontractor shall be reported immediately by voice to LeFleur with an explanation of why the trip was missed. Additionally, all missed trips will be reported to LeFleur in writing, with an explanation, within one (1) business day following the trip. Should LeFleur find that Subcontractor consistently does not report missed trips to LeFleur, LeFleur may terminate this Contract pursuant to Section 7.1.c.2.

5.18 Accidents/Incidents. Subcontractor shall immediately report to LeFleur's Regional Manager or other designated individual if a vehicle or employee providing service under this Contract is involved in an accident or incident. LeFleur, at its discretion, may send a representative to the site of the accident/incident. In the event medical assistance is required for a passenger, Subcontractor is responsible for ensuring that emergency assistance is summoned immediately.

Notification of accidents and all applicable information surrounding such accident shall be reported to LeFleur within the prescribed time frames noted below:

- Accident/incident with injury that involves injury to a person or animal, or damage to the vehicle or property – notification within one (1) hour

- Accident/incident without injury – notification within twenty-four (24) hours

Additionally, all applicable information surrounding such accident/incident shall be reported to LeFleur in writing on the prescribed form within twenty-four (hours) of the accident/injury. The written report should include date, vehicle, operator and names of all parties involved, a copy of the police report, and a complete description of the accident.

Any accident or incident that will delay the Client will require notification to the Client's destination and LeFleur as soon as possible. When appropriate, Subcontractor shall dispatch a backup vehicle immediately to avoid delay to the Client.

5.19 Liquidated Damages. LeFleur may assess Liquidated Damages to Subcontractor as described in Exhibit B.

5.20 Inquiries, Complaints, Grievances and Appeal. Subcontractor must manage inquiries, complaints, grievances and appeals in accordance with the standards and procedures adopted and promulgated by LeFleur, as further described in the Performing Provider Manual.

5.21 Audit or Investigation. Subcontractor agrees to provide the following entities or their designees with prompt, reasonable, and adequate access to this Contract and any records, books, documents, and papers that are related to this Contract and/or the Subcontractor's performance of its responsibilities under this Contract:

A) HHSC and MIC personnel from HHSC;

B) U.S. Department of Health and Human Services;

C) Office of Inspector General and the Texas Medicaid Fraud Control Unit;

D) An independent verification and validation contractor or quality assurance contractor acting on behalf of HHSC;

E) State or federal law enforcement agency;

F) Special or general investigation committee of the Texas Legislature;

G) The U.S. Comptroller General;

H) The Office of the State Auditor of Texas; and

I) Any other state or federal entity identified by HHSC, or any other entity engaged by HHSC. Subcontractor must provide access wherever it maintains such records, books, documents, and papers.

Subcontractor must provide such access in reasonable comfort and provide any furnishings, equipment, and other conveniences deemed reasonably necessary to fulfill the purposes described herein. Requests for access may be for, but are not limited to: examination; audit; investigation; contract administration; the making of copies, excerpts, or transcripts; or any other purpose HHSC deems necessary for Contract enforcement or to perform its regulatory functions.

VI. CONFIDENTIALITY

6.1 Confidentiality. Subcontractor shall treat all information that is obtained through performance of the services under this Contract, including but not limited to, information relating to negotiated rate structure, as **confidential information**.

6.2 Confidentiality of Client Identification. All materials and information provided to Subcontractor in performance of this Contract, whether verbal, written, recorded magnetic media, or otherwise, should be regarded as confidential information and Subcontractor shall take all necessary steps to safeguard the confidentiality of such

materials or information in conformance with federal and state statutes and regulations, and in particular, in accordance with 42 CFR Part 431, Subpart F; and 45 CFR Part 160 and 45 CFR Part 164, Subparts A and E and Exhibit C attached hereto. Subcontractor shall not use or disclose any information, data, or materials provided by LeFleur, the state, or HHSC for any purpose other than its performance under this Contract without the express written consent of each party.

6.3 Record Protection. Subcontractor shall have an operational system in place to protect all records and all other documents deemed confidential or that contain confidential information which are maintained in connection with the performance of the services under this Contract. Subcontractor shall not allow any confidential information that Subcontractor receives from or on behalf of HHSC to leave the United States by any means (physical or electronic) at any time, for any period of time, for any reason. Additionally, Subcontractor and all vendors, agents, and service providers of or for Subcontractor must not permit any person to have remote access to HHSC information, systems, or deliverables from a location outside the United States.

6.4 Request for Information. Subcontractor shall immediately notify LeFleur of any request for confidential information. Subcontractor shall not respond to such request without the consent of LeFleur or HHSC unless required by law.

6.5 Applicable Law. Subcontractor must comply with all Federal and State privacy and security laws, including but not limited to the following:

- Health and Human Services Enterprise Information Security Standards and Guidelines;
- Title 1, Sections 202.1 and 202.3 through 202.28, Texas Administrative Code
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publication 800-53 Revision 3 – Recommended Security Controls for Federal Information Systems and Organizations;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems; and,
- FIPS Publication 200.

6.6 Information Technology. If Subcontractor utilizes computerized record-keeping software, or otherwise engages in maintaining confidential information on a computer system, Subcontractor must, in addition to following privacy and security laws:

- Ensure that data is backed up and encrypted appropriately and must submit a backup and recovery plan to LeFleur;
- Report to HHSC any breach of security or unauthorized access within five (5) hours;
- Ensure that all confidential information is disposed in a safe and secure manner;
- Provide a 24/7 support service to prevent a system failure from precluding service to a client;
- Provide user access through unique identifiers which must be authenticated (log-in and password);
- Ensure unauthorized users do not gain access to records;
- Create, protect and retain system audit records to enable the monitoring, analysis, investigation, and reporting of unlawful, unauthorized, or inappropriate system activity;
- Ensure that the actions of individual system users can be uniquely traced to those users so they can be held accountable for their actions.

6.7 Business Associate Agreement. Subcontractor shall execute a Business Associate Agreement with LeFleur in the form attached hereto as Exhibit C.

LeFleur and HHSC do not mandate what specific software or technologies to use, but require that systems and processes be automated and that these systems meet the requirements in this Article. Systems and processes are subject to inspection, assessment and testing by LeFleur and HHSC, and LeFleur and HHSC may, at their discretion, restrict or prohibit their use.

6.8 Texas Public Information Act. LeFleur understands and agrees that Subcontractor is a government entity that is subject to TEX. GOV'T CODE ANN., Chapter 552 et seq., as amended (the "Texas Public Information Act" or "the Act"). It is expressly understood and agreed that Subcontractor, its officers, employees, agents, and representatives may request advice, decisions, and opinions of the Attorney General of the State of Texas in regard to the application of the Act to any information, or any part thereof, or other item or data furnished to Subcontractor and/or whether or not the same are available to the public. It is further understood that Subcontractor, its officers, employees, agents, and representatives shall have no liability or obligations for the disclosure to the public, or to any person or persons, of any software, or a part thereof, other items or data furnished to Subcontractor by LeFleur in reliance on any advice, decision, or opinion of the Attorney General of the State of Texas.

In the event Subcontractor receives a written request for information pursuant to the Act that affects LeFleur's rights, title to, and interest in any information, or a part thereof, other items or data furnished to Subcontractor by LeFleur under this Agreement, Subcontractor shall notify LeFleur in writing of such request. LeFleur may, at its own option and expense, prepare comments and submit information directly to the Attorney General of the State of Texas stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. LeFleur must send its comments and information to the Attorney General of the State of Texas within the time period prescribed by the Act. Except as otherwise required by TEX. GOV'T CODE § 552.305, Subcontractor shall not provide any such requested information until LeFleur has either (i) elected to assert that such information is exempted from disclosure under the Texas Public Information Act or (ii) notified Subcontractor that it has no objection to such disclosure.

VII. TERMINATION

7.1 Termination. Except as otherwise provided in this Contract, the following provisions shall govern termination:

a. Termination for Convenience. This Contract may be terminated for convenience by LeFleur or Subcontractor at any time on ninety (90) days written notice specifying the extent to which performance of work under the Contract is terminated and the date on which termination becomes effective. Subcontractor shall be paid all undisputed amounts due and owing for services provided up to the date of termination.

b. Termination for Subcontractor Default. LeFleur may terminate this Contract, in whole or in part, for cause in the event of a breach of this Contract or failure to comply with LeFleur's policies and procedures as set forth in the Performing Provider Manual (a "Default"). Upon receipt of the notice of Default, Subcontractor shall have fifteen (15) days in which to correct the Default. LeFleur may, at its discretion, suspend Subcontractor's services under this Contract pending correction of the Default. However, if the Default is not one that can reasonably be corrected within fifteen (15) days, and Subcontractor has commenced, in good faith and with due diligence, correction of such Default, there shall be an additional fifteen (15) day period to cure the Default. If the Default is not cured within the applicable cure period following receipt of the written notice, LeFleur may terminate this contract, in whole or in part, on five (5) days written notice to Subcontractor.

c. Immediate Termination.

LeFleur shall have the right to terminate this Contract, effective immediately upon written notice to Subcontractor in any of the following events:

1. Insurance. Subcontractor fails to obtain and maintain in force any such insurance as required in Section 4.2, Insurance Coverage and Other Requirements, or fail to provide evidence of such insurance as required in Section 4.1.

2. Performance Standards. Subcontractor has repeated missed trips or fails to provide "on-time" performance as defined in Section 5.17.

3. Passenger Safety. Imminent harm to passenger safety, as determined by LeFleur in its reasonable discretion.

4. Inappropriate or False Billing. Subcontractor knowingly bills LeFleur for rides that were not provided (including but not limited to "no shows" or those trips canceled by the Client or a representative of the Client). If LeFleur discovers deliberate inappropriate billing, LeFleur may, in its sole discretion, withhold all payments due to Subcontractor pending satisfactory resolution of the issue.

5. Breach of Confidentiality. Subcontractor breaches any of the obligations of Article VI of this Contract.

d. Termination for Default by LeFleur. LeFleur shall be in default under this Contract if it repeatedly fails or refuses to fulfill or perform any of its material obligations under this Contract, unless that failure or refusal results from a Subcontractor Default. Subcontractor shall give LeFleur thirty (30) calendar days' written notice of its intent to terminate this Contract for a material default by LeFleur. Such notice shall specify the alleged material default and shall include any and all amounts Subcontractor claims is due and owing by LeFleur.

e. Termination Due to Reduction in Funding or Termination of MTO Contract by HHSC. In the event that funding from state, federal, or other sources is withdrawn, reduced, or otherwise limited after the Effective Date of this Contract, LeFleur may terminate this Contract on five (5) days written notice, or in LeFleur's sole discretion, LeFleur and Subcontractor may renegotiate the Contract under the new funding limitations and conditions. In the event the HHSC Agreement is terminated, LeFleur may terminate this Contract on five (5) days written notice to Subcontractor. If the Contract is terminated under this provision, Subcontractor shall be paid for all undisputed amounts due and owing for services provided prior to the date of termination and Subcontractor shall not be entitled to any amounts after the date of termination.

7.2 Waiver of Default. The failure of LeFleur to require strict performance of any provision of this Contract or to object to a breach of any provision of the Contract shall not be deemed to be a waiver of the breach of that provision or any other provision or any subsequent breach of that provisions or any other provision, and shall not be construed to be a modification of the terms of the Contract unless, and only to the extent that there has been a written amendment to this Contract signed by the Parties.

VIII. MISCELLANEOUS

8.1 Applicable Law and Forum. Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Texas.

8.2 Severability. If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

8.3 Assignments: No subcontracting. This Contract shall be binding on the Parties and their successors and assignees. Subcontractor shall not assign any rights or obligations under this Contract, except as specifically allowed by this Contract, without the prior written consent of LeFleur, which will be granted at LeFleur's sole discretion.

8.4 Modification of Contract. This Contract constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations, and other agreements concerning the subject matter contained herein. This Contract may not be amended or modified unless such amendment and/or modification is in writing and is signed by LeFleur and Subcontractor.

8.5 Third Party Beneficiaries. This Contract is entered into by LeFleur and Subcontractor for the sole benefit of LeFleur and Subcontractor and is not intended to, nor does it create, any third party beneficiary or rights in any other party, except as specifically provided

herein to HHSC. Subcontractor acknowledges and agrees that HSHC is the intended third-party beneficiary of this Contract and, as such, HSHC is entitled to all remedies available to third-party beneficiaries under Texas law.

8.6 Legal Status of Subcontractor. Subcontractor represents and warrants that it is authorized to enter into this Contract; that it has the legal status; is incorporated in the State of Texas; and that this status is and shall remain in full force and effect during the period of this Contract.

8.7 Federal Exclusion List. Neither Subcontractor nor any of Subcontractor's employees, contractors or subcontractors are currently barred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency. Subcontractor shall screen all current and prospective employees, contractors and subcontractors prior to engaging their services under this Contract and at least annually thereafter, by: (1) Requiring that current or prospective employees, contractors or subcontractors disclose whether they are Excluded Individuals/Entities; and (2) Reviewing the list of sanctioned persons maintained by the HHSC' Office of Inspector General, and the Excluded Parties List System maintained by the U.S. General Services Administration (available at https://www.sam.gov/portal/public/SAM/). If at any time during the term of this Contract, Subcontractor or any of Subcontractor's employees, contractors or subcontractors becomes barred, suspended, or excluded from participation in this transaction, Subcontractor shall, within three (3) days after such individual or entity is barred, suspended or excluded, provide to LeFleur a written description of each offense causing the exclusion, the date(s) of the offense, the action(s) causing the offense(s), any penalty assessed or sentence imposed, and the date any penalty was paid or sentence complete.

8.8 Non-use of Certain Facilities. Subcontractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act [42 USC 1857(h)], Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15). Subcontractor recognizes that the use of facilities included in the EPA List of Violating Facilities is prohibited.

8.9 Employee Disclosure. Subcontractor shall notify LeFleur of current or former LeFleur employees who are presently employed by Subcontractor in any capacity to provide work with respect to this Contract. Additionally, Subcontractor shall notify LeFleur of current or former LeFleur employees who they anticipate may become involved in the work or services to be provided on this Contract anytime during the term of the Contract. Subcontractor shall notify LeFleur of any employees, officers, directors or partners are either current or former HHSC employees.

8.10 Energy Efficiency. Subcontractor shall comply with state and local building codes. Through such compliance Subcontractor recognizes standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan.

8.11 Notices. Except as noted elsewhere, any notice required or permitted under this Contract shall be in writing and be deemed to be made or given if personally delivered, transmitted via facsimile, provided a confirmation of transmission is produced by the sending machine, or if deposited into the United States mail, certified mail, return receipt

requested, postage prepaid, and delivered or addressed as set forth below. Any notice deposited into the United States mail in accordance with the requirements of this Section shall be deemed delivered upon the third (3) business day following the date of the postmark.

Notices to LeFleur should be addressed to:

Michael P. Ford, CFO
LeFleur Transportation of Texas, Inc.
219 Industrial Drive
Ridgeland, MS 39157
Fax: 601-853-8757

With mandatory copy to:

O. Kendall Moore
General Counsel
LeFleur Transportation of Texas, Inc.
1052 Highland Colony Parkway, STE 204
Ridgeland, MS 39157
601-713-4333, ext. 140
Fax: 601-713-4384

Notices to Subcontractor should be addressed to:

Citibus
Attn: Maurice Pearl
P.O. Box 2000
Lubbock, Texas 79457

Either Party may change the above-referenced address or other notification information by five (5) days' written notice to the other Party requesting such change.

8.12 Laws and Regulations Governing the Administration of the Agreement. The Parties will administer this Contract in accordance with state and federal law and policy; court-ordered consent decrees and corrective action orders; and the Texas State Plan for Medical Assistance—as amended or modified during the term of the Contract—including all applicable provisions of the following:

(1) Title XIX of the Social Security Act, including Social Security Act § 1902(a)(70), and any final regulations promulgated thereunder

(2) Texas Government Code Chapters 531 and 533, including Texas Government Code §§ 531.02414 and 533.00257, and any administrative rules adopted thereunder

(3) Texas Human Resources Code Chapter 32 and any administrative rules adopted thereunder

(4) Texas Government Code § 2155.144

(5) 1 Tex. Admin. Code Chapter 380

(6) 42 C.F.R. § 440.170

(7) 42 C.F.R. § 431.53

(8) The anti-kickback provisions of 42 U.S.C. § 1320a-7b(b)

(9) The Civil False Claims Act, 31 U.S.C. § 3729

(10) Consent Decree and Corrective Action Orders, Frew, et al. v. Janek, et al.

(11) The law listed or cited in RFP No. 529-15-0002

(12) Any other applicable provisions of state or federal law.

8.13 Force Majeure. The Parties shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute or other circumstances not reasonably within its control.

8.14 Authority. The Parties whose signatures are set forth below represent and warrant that they are duly empowered to execute this Contract.

8.15 Non-Arbitration. The Parties reserve 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 Parties 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.

8.16 Governing Law. This Contract shall be construed and governed according to the laws of the State of Texas, without giving effect to its conflict of law provisions.

[SIGNATURES PAGE FOLLOWS]

IN WITNESS WHEREOF, LEFLEUR AND SUBCONTRACTOR hereby execute this Contract on the dates set forth below.

LeFleur Transportation of Texas, Inc.

By: _____

Title: Region 1 Project Manager

Date 8/21/2014

Subcontractor

By: _____

Title: _____

Date: _____

APPROVED

RECIPIENT

ATTEST:

_____
Rebecca Garza
City Secretary

Date:_____

APPROVED AS TO CONTENT:

_____
Bill Howerton, Jr.
Assistant City Manager

APPROVED AS TO FORM:

_____
Amy Sims
Deputy City Attorney

Exhibit A

Compensation

1. **Type/Level of Transporation Services To Be Provided**: (Wheelchair, ambulatory, taxi, etc.)

2. **Service Areas**: Subcontractor will serve eligible Clients primarily within MTO Region(s) and, on occasion, when mutually agreed upon, other areas of the state.

3. **Hours of Operations**: Subcontractor shall, at a minimum, be available to provide service to recipients Monday through Saturday, with sufficient service to accommodate Client's appointments from 5:30 AM until 7:00 PM. Subcontractor shall ensure that the client arrives in time for the scheduled appointment time and have return transportation available for the return trip within one (1) hour from time of pick-up notification.

4. **Reimbursement**: Subcontractor shall be reimbursed for each authorized, completed and documented one- way trip. Documentation of the trip must be on a form approved by LeFleur. Trips will not be reimbursed without the signature of the Client or an approved attendant. If the Client or approved attendant refuses to sign, the operator must document this refusal in writing on the approved trip document.

5. **Payment Terms**: Payments will be made bi-monthly in arrears for invoiced services in accordance with LeFleur procedure. Payments will be made within 20 days of the receipt and verification of a complete invoice and supporting documents. Supporting documents include, but are not limited to, the trip documents pre-approved by LeFleur.

6. **Encounter Data**: Prior to the Effective Date, LeFleur and Subcontractor will develop the procedures for reporting encounter data to LeFleur. All data must be completed prior to any adjustments being made to the reimbursement amount and payment terms listed above.

7. **No-shows**: Subcontractor will not be paid for no-show trips.

8. **Attendants and Service Animals**: Subcontractor shall transport any authorized and/or required attendant or service animal at no additional cost to LeFleur. Trips with attendants and/or service animals shall count as a single trip under the terms of this Contract.

9. **Offsets**: LeFleur shall have the right to reduce the next payment to Subcontractor by the amount of any monies owed to LeFleur.

10. **Rates**: Subcontractor shall receive the reimbursement rates provided in Exhibit A-1.

Exhibit A-1: Reimbursement Rates

Subcontractor: Citibus

MTO Region #: Region 1

Effective Date: 7/22/2014

LeFleur will pay the following rate for each completed and prior-authorized one-way trip billed in accordance with LeFleur's billing instructions and procedures:

In County- Ambulatory	$26.00
Out of County- Ambulatory	$42.00
In County- Wheelchair	$37.00
Out of County- Wheelchair	$65.00

In County means the pickup and drop-off addresses are located within the same county. Out of County means the pickup and drop-off addresses are in different counties.

LeFleur Transportation

By: _____

Name: Michael Carlisle

Title: Project Manager

Date: 7/22/2014

Subcontractor

By: _____

Name: Maurice Pearl

Title: General Manager

Date: 7/25/14

Exhibit B
Key Performance Requirements
Liquidated Damages

Sub-Contractor is bound to the following Key Performance Requirements (KPR). Performance measures are applicable at all times and may be monitored accordingly. Accelerated monitoring may occur as needed and as determined by HHSC. Performance standard will be applied to regular monitoring visits or any other follow up or occurrence as deemed necessary by HHSC and/or LeFleur. Performance Measures may not be subject to more than one Performance Standard and associated Liquidated Damage assessment.

Definitions

"Performance Standard" refers to the specific, desired or required outcome or result of the Sub-Contractor's performance.
"Performance Measure" refers to the specific number, amount, percentage or duration of the activity or deliverable described in the Performance Standard.
"Monitoring Period" refers to the specific period of time during which the Sub-Contractor's performance will be monitored for compliance with the Performance Standard and subject to potential remedies under the contract.
"Cure Period" refers to the time specified as a grace period in this document for each Performance Measure during which the Sub-Contractor may perform the required service or supply the required deliverable.
"Base Liquidated Damage Value" is the dollar amount LeFleur will apply to each unit or instance of noncompliance with a Performance Measure.

Reference Number	Performance Standard	Performance Measure	Monitoring Period	Cure Period	Liquidated Damage Value
KPR 1	Service Delivery The Subcontractor must arrange, coordinate, schedule, and provide transportation services to meet the needs of the client.	98% of all services must be arranged, coordinated, scheduled, dispatched and provided to meet the clients' needs.	Quarterly unless accelerated by HHSC.	0 calendar days.	$1,500 per percentage point below 98% when the service is not delivered.
KPR 2	Service Complaints The Subcontractor will respond to client service delivery complaints within 5 days, Ombudsman complaints within 3 days, Legislator's office complaints within 24 hours.	98% of all complaints in a calendar month will receive a response from the Subcontractor within the performance standard timeframe.	Monthly unless accelerated by HHSC.	0 calendar days.	$1,000 each percentage point below 98%.
KPR 3	Demand Response Services The Subcontractor must maintain a current vehicle and driver roster used to provide transportation to program	100% of vehicles and drivers used in the service delivery to clients will be maintained on a vehicle and driver roster. This Performance Standard	Monthly unless accelerated by HHSC.	2 calendar days.	$2,500 for each incident where Subcontractor use a vehicle or driver that was not included on the roster.

Reference Number	Performance Standard	Performance Measure	Monitoring Period	Cure Period	Liquidated Damage Value
	clients.	excludes drivers or vehicles that HHSC and LeFleur agree are not required to be included on the driver or vehicle roster, such as public transit.			
KPR 4	Demand Response Services The Subcontractor must ensure that a reliable fleet of vehicles, including ADA compliant vehicles, which meet federal, state and local ordinances, including insurance requirements are used to transport clients safely.	100% of vehicles providing services must meet performance standard requirements.	Quarterly unless accelerated by HHSC.	2 calendar days.	$1,000 for each vehicle when it does not meet the performance standard requirements at the time the vehicle was used to transport the client.
KPR 5	Demand Response Services The Subcontractor must ensure that drivers adhere to requirements in the HHSC approved Performing Provider NEMT Manual and the Subcontract. Driver records must be kept at the Texas headquarter office and be available for inspection.	100% of drivers will meet the requirements in the HHSC approved Performing Provider NEMT Manual and the Subcontract as documented by records retained by the Subcontractor and available for inspection.	Continuous Monitoring by HHSC and LeFleur Staff.	2 calendar days.	$1,000 for each driver that does not meet the requirements in HHSC approved Performing Provider NEMT Manual and the Subcontract as evidenced by records available for inspection in Subcontractor's driver files or as noted during monitoring activities. $2,000 for unlicensed drivers or for the use of a driver prior to completing contract requirements and properly documenting criminal background checks annually.
KPR 6	Demand Response Services The Subcontractor must ensure that all demand response drivers do not charge program clients for services authorized by the Subcontractor.	100% of all Performing Provider services will be provided at no charge to clients. Upon being informed that a Performing Provider inappropriately charged a client, the Subcontractor shall reimburse the client the charged amount within twenty-four (24) hours of being notified of the event.	As necessary.	0 calendar days.	$500 per incident, per day when the Subcontractor does not reimburse the client within twenty-four (24) hours.
KPR 7	The Parties agree that LeFleur	Subcontractor must perform	Ongoing	0 calendar days	$500 per calendar day for each

Reference Number	Performance Standard	Performance Measure	Monitoring Period	Cure Period	Liquidated Damage Value
	may assess a liquidated damage of up to $500 per calendar day for each instance of Subcontractor's breach or nonperformance of a duty that is not specified in the Key Performance Requirements.	all duties required under the Subcontract.			instance of Subcontractor's breach or nonperformance of a duty not specified in the Key Performance Requirements, after HHSC or LeFleur has given notice to Subcontractor of such non-performance.
KPR 8	Customer Service Surveys The Subcontractor must maintain a 95% client satisfaction survey result as determined by the survey conducted by an independent research organization hired by LeFleur. Corrective action plans must be submitted to LeFleur if Subcontractor obtains less than 95% client satisfaction.	95% of all client surveys will indicate satisfaction with transportation services provided by Subcontractor.	Quarterly	0 calendar days	$2,500 for each quarter that client surveys did not meet the 95% threshold.
KPR 9	Failure to comply with documentation requirements for maintaining proof of insurance.	Each occurrence	Ongoing	0 calendar days	$500 per day.
KPR 10	Compliance with Laws The Subcontractor must comply with the requirements of the laws applicable to the performance of the contract which include certain: a. state and federal regulations b. state and Medicaid rules and regulations c. state regulations regarding transportation services d. Texas Administrative Code e. Corrective Action Orders and the Consent Decree Frew vs. Janek	100% compliance with Applicable Laws	Continuous Monitoring by HHSC and LeFleur staff	0 calendar days	$5,000 a day when Subcontractor continues non-compliant actions after notification by LeFleur or HHSC that it is out of compliance with applicable laws.
KPR 11	Client Safety The Subcontractor must ensure	100% of all persons responsible for transporting	Continuously	2 calendar days	$10,000 per accident when client injuries occurred due to failure to

Reference Number	Performance Standard	Performance Measure	Monitoring Period	Cure Period	Liquidated Damage Value
	compliance with LeFleur's training plan, training materials, and manuals.	clients must comply with all client safety procedures 100% of the time.			follow procedures in LeFleur's plans, materials, and manuals. Subcontractor may also be placed on automatic Corrective Action. Client injuries means and accident or incident where the client was injured and required medical attention or was assaulted or sexually harassed.
KPR 12	Performing Provider Monitoring The Subcontractor will submit timely and complete Performing Provider monitoring reports to LeFleur.	100% complete monthly reports are submitted to LeFleur by the required deadlines	Monthly unless accelerated or requested by HHSC	2 business days following the due date	$500 per report for each business day the report is not timely and complete (after Cure Period). A complete report contains an accurate response to each item required in the report.
KPR 13	Performing Provider Management The Subcontractor must maintain and submit to LeFleur documentation for 100% of its subcontracts, records specified in the Performing Provider NEMT Manual, agreements, Business Associate Agreements when applicable, required insurance coverage and enrollment information for Performing Providers listed on LeFleur's approved Performing Providers list.	100% of Performing Provider records specified in the subcontract or Performing Provider NEMT Manual, agreements, Business Associate Agreements when applicable, and enrollment information for Performing Providers listed on LeFleur's approved Performing Provider list must be submitted to LeFleur.	Continuous Monitoring	4 calendar days	$1,000 per occurrence when performance measure in not met. "Occurrence" means an agreement, record specified in the Performing Provider or NEMT Manual or enrollment information that has not been submitted to LeFleur following the cure period.
KPR 14	Performing Provider Monitoring The Subcontractor must submit corrective action plans (CAP) by required time frames.	100% of all corrective action plans are submitted to LeFleur by approved time frames or with extensions approved by LeFleur.	Continuous Monitoring by HHSC and LeFleur staff	2 business days	$1,000 per occurrence when performance measure in not met. Occurrence means a corrective action plan that is not submitted on time.
KPR 15	Performing Provider Monitoring The Subcontractor must implement all items noted in the corrective action plan by required time frames.	100% of all items noted in LeFleur approved corrective action plan must be implemented by the required time frames.	Continuous Monitoring by HHSC and LeFleur staff	0 calendar days	$1,000 per day for each item noted in corrective action plan that the Subcontractor did not implement by time frame required in CAP.

Reference Number	Performance Standard	Performance Measure	Monitoring Period	Cure Period	Liquidated Damage Value
KPR 16	Demand Responsive Services The Subcontractor must ensure that records of operating equipment for each vehicle used to provide client transportation are submitted to LeFleur.	100% of contract required vehicle documentation will be submitted to LeFleur.	Quarterly unless accelerated by HHSC	2 calendar days	$750 per document per HHSC request for information that LeFleur is unable to meet because the Subcontractor failed to submit the required documentation to LeFleur.
KPR 17	The Subcontractor must perform monthly validation checks of Performing Providers and or Material Subcontract claims.	Monthly	Ongoing	0 calendar days	$100 per claim
KPR 18	Report the required percentages in the format approved by HHSC for validation checks.	Failure to achieve and report the required percentages in the format approved by HHSC no later than thirty (30) days following payment of service.	Ongoing	0 calendar days	$100 per reporting period

Exhibit C

Business Associate Agreement

The Business Associate Agreement ("BAA") between HHSC and LeFleur Transportation of Texas, Inc. (CONTRACTOR) establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with Citibus (SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the BAA: the provision of nonemergency medical transportation services ("NEMT") to eligible Medicaid Clients.

SUBCONTRACTOR acknowledges, understands and agrees to be bound by the terms and conditions applicable to CONTRACTOR under the BAA, incorporated by reference in this Agreement, with respect to HHSC Confidential Information. CONTRACTOR and SUBCONTRACTOR assure HHSC that SUBCONTRACTOR will only create, receive, maintain, or transmit Confidential Information on behalf of CONTRACTOR under, at a minimum, the identical terms and conditions of the BAA applicable to CONTRACTOR. The BAA represents minimum requirements over HHSC Confidential Information. CONTRACTOR may apply stricter requirements over HHSC Confidential Information to SUBCONTRACTOR than apply to CONTRACTOR in the BAA. CONTRACTOR may also contract with SUBCONTRACTOR to engage in activities not subject to the BAA, if not prohibited by the Base Contract.

SUBCONTRACTOR acknowledges receipt, understanding of and agrees to be bound by the terms and conditions applicable to SUBCONTRACTOR under the BAA with respect to HHSC Confidential Information, which is incorporate by reference for purposes of SUBCONTRACTOR'S agreement as if fully set forth herein.

CONTRACTOR and SUBCONTRACTOR agree that HHSC is a third-party beneficiary to applicable provisions of the subcontract.

HHSC has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontract Agreement.

CONTRACTOR and SUBCONTRACTOR assure HHSC that any Breach or Event as defined by the BAA that SUBCONTRACTOR discovers will be reported to HHSC by CONTRACTOR in the time, manner and content required by the BAA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity of practice by SUBCONTRACTOR that constitutes a material breach or violation of the BAA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;

2. If the steps are unsuccessful, terminated the contract or arrangement with SUBCONTRACTOR, if feasible;

3. Notify HHSC immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the BAA and

keep HHSC reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

[SIGNATURE PAGE FOLLOWS]

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

BY: Mike Carlisle

PRINT NAME: Mike Carlisle

JOB TITLE: Region 1 Project Manager

DATE: 08 21, 2014

SUBCONTRACTOR

BY: _____

PRINT NAME: _____

JOB TITLE: _____

DATE: _____, 2014

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

Meeting Date: 08/28/2014

Information

Agenda Item

Resolution – Facilities: Consider a resolution authorizing the Mayor to execute contract 11952 with Matthews Backhoe, Inc. for the demolition of various City of Lubbock owned facilities, ITB 14-11952-TF.

Item Summary

This contract will provide demolition services on an as-needed basis for City facilities. The invitation to bid contained four areas of demolition materials to be considered. These included: 1) removal and disposal of miscellaneous building/structures; 2) removal of foundation, footings, steps, curbing, Portland cement concrete or asphaltic concrete flatwork, including, but not limited to, driveways and walkways; 3) removal of backfill and grading of basements; 4) removal of non-residential buildings and/or covered areas, including attached and detached garages and carports.

Bids where received from the following companies:

Mathews Backhoe, Inc. of Lubbock, TX
R&R Ditching of Lubbock, TX
V-Tech Environmental Services of Lubbock, TX

A bid tabulation is provided.

Staff recommends awarding this contract to Mathews Backhoe, Inc. of Lubbock, Texas. The contract is for a term of one year with the option to renew for four additional one year periods.

Fiscal Impact

Funds are available through individual department operating budgets.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager/Chief Information Officer

Attachments

Resolution & Contract - Matthews Backhoe
Bid Tab Sheet - Demolition

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.11952 for demolition of various City of Lubbock owned facilities, by and between the City of Lubbock and Matthews Backhoe, 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:

_____
Mark Yearwood
Assistant City Manager Chief Information Officer

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, Assistant City Attorney

RES.Contract-Matthews Backhoe,Inc
7.30.14

Contract 11952

City of Lubbock, TX
Contract for Services
Demolition of Various City of Lubbock Owned Facilities

THIS CONTRACT made and entered into this **28th** day of **August, 2014**, by and between the City of Lubbock ("City"), and **Matthews Backhoe, Inc.**, of **Lubbock**, **TX**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Demolition of Various City of Lubbock Owned Facilities 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 Demolition of Various City of Lubbock Owned Facilities.

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 Demolition of Various City of Lubbock Owned Facilities and more specifically referred to as items on through four 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 four, one year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

TYPE	AMOUNT
General Liability Commercial General Liability General Aggregate w/Heavy Equipment Products-Comp/Op AGG Personal & Adv. Injury Contractual Liability	$1,000,000
Pollution Liability	$1,000,000
Automotive Liability Combined Single Limit Any Auto	$1,000,000
Workers Compensation or Employer's Liability	Statutory Amounts

The City of Lubbock shall be named as additional insured on a primary and Non-Contributory basis on Auto/General Liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. **Copies of all endorsements are required.**

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

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

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

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

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

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within

30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
11. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.
12. This Contract consists of the following documents set forth herein; Invitation to Bid No. 14-11952-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:

Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:

Mitch Satterwhite,
Assistant City Attorney

CONTRACTOR

BY
Authorized Representative

Corky Matthews
Print Name

P.O. Box 3187
Address

Lubbock, TX 79452
City, State, Zip Code

City of Lubbock, TX
ITB 14-11952-TF
Demolition of Various City of Lubbock Owned Facilities
General Conditions

1 INTENT

A. The City of Lubbock (hereinafter called "City") is seeking competitive sealed bids from interested firms and individuals, (hereinafter called "bidder") to provide services for the demolition of various City owned facilities.

B. Bidders are invited to submit demonstrated competence and qualifications of their firm for providing these services.

C. The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.

2 PROJECT DESCRIPTION

A. It is the intention of these specifications that the vendor hereunder shall furnish and the City shall purchase demolition services, covered by this agreement which may be required during the period of time covered by this agreement. This contract is an on-call agreement for services on an as-needed basis. The quantities shown are approximate and are for the purpose of bid evaluation. The City reserves the right to order such services as may be required during the said period, and it also reserves the right not to order any services bid upon by the vendor, if it is found that such services are not required by the City during the period covered by this agreement.

3 TERM OF AGREEMENT

A. 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. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

B. The vendor/contractor must maintain the insurance coverages required by the City while this contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the city when required.

C. Bidders will be required to provide at least three (3) (names of contact persons and phone numbers) references of similar sized and scoped contracts during the past two (2) years.

4 MATERIALS, WORKMANSHIP, PERMITS, LICENSES, INSPECTIONS

A. With regard to this contract, the City's representative, or his designated representative will determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, the Contractor will be called in to review and correct all problem areas without additional cost to the City. Upon notification by the Facilities Management Department or his designated representative, the Contractor will affect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.

B. The City reserves the right to make unannounced periodic inspections of the work in progress.

C. Permits, licenses, and taxes shall be the responsibility of the Contractor at no additional cost to the City. **The Contractor shall secure and pay for any and all permits incidental to, requested or required by any City code or regulation, including Razing Permits**.

D. Contractor shall provide a complete, workmanlike, well executed job in accordance with these specifications and all applicable national and local codes. Any additional code requirements requested by The City shall be noted within. In cases of conflict between requirements; that requirement which is in compliance with all applicable codes and which is also, in the opinion of The City, more advantageous to the City, shall govern.

E. It is conditioned that the Contractor complies in all respects with the terms, conditions, and obligations of the agreement and his/her obligations thereunder including the specifications. In cases where delays are clearly not the Contractor's responsibility (such as scheduling inspections and the like), the Contractor is responsible for notifying the Facilities Management Department for explanation of procedures.

F. The Contractor must investigate and report on any complaints that might arise in connection with the use of his/her material and supplies.

5 INDEMNITY/WAIVER

Contractor shall indemnify, hold harmless, and defend the City of Lubbock, its officers, employees, elected officials, agents, and representatives (herein collectively referred to as "Indemnitees") from and against any and all liability, alleged liability, suits, action, legal proceedings, claims, or demands incurred as a result of, or in connection with, this Contract or the work to be performed hereunder, including cost of suit, attorneys' fees, and all other related costs and expenses of whatever kind or character arising directly or indirectly from any cause whatsoever in connection with or incidental to this Contract, or the work to be performed hereunder, including such injury or harm as may be caused in part by any neglect, act, or omission of the Indemnitees, excepting only such injury or harm as may be caused solely by an act or omission thereof. Notwithstanding the foregoing, the Contractor specifically agrees to so indemnify, hold harmless, and defend the Indemnitees from and against any and all such liability, suits, action, legal proceedings, claims, or demands that may be made or pursued by an employee of Contractor, or of any subcontractor, or anyone acting on behalf of Contractor in connection with or incidental to this Contract which are alleged to be attributable to any condition of or upon the City's property, facilities, materials, or equipment, including where such condition and resulting injury is caused in part by any negligent act or omission of the Indemnitees, but excepting only such injury or harm as may be caused solely by an act or omission of the Indemnitees. Contractor agrees to waive any and all claims and suits covered by this indemnity agreement, and agrees that any insurance carrier involved shall not be entitled to subrogation under any circumstance against the Indemnitees.

6 SCOPE OF WORK

A. Demolition services is identified as the demolition and removal of derelict property such as dwellings, apartment buildings, commercial buildings, garages, outbuildings, fences, sheds, roadways, curb and gutters, sidewalks, landscaping and brush, benches, walls, miscellaneous structures, and general trash and debris. Demolition services also requires the abandonment of public and private utilities such as water, sewer, electric, utility poles, transformers, cabinets, and pedestals, and fuel tanks and lines.

B. The work to be done under this contract includes, but is not limited to; the providing of all labor, materials, supervision, mobilization, equipment, fuel, equipment maintenance and repairs, services, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work.

7 INVOICES

A. Daily work tickets, detailing the quantity of work performed under the payment unit of measure, must accompany all invoices. For dumping charges, the Contractor must include copies of the landfill scale tickets, both light and heavy. Invoices must be legibly prepared showing the full description of all work performed and the unit price for each payment unit of measure. Authorization to pay invoices will be given by the Facilities Management Department, or his authorized representative, prior to payment of invoices. The City may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the City from loss on account of:

I Defective work not remedied.

II Claims filed or reasonable evidence indicating probable filing of claims, by parties other than the Contractor.

III Failure of the Contractor to make payments properly to subcontractors or for material or labor.

IV A reasonable doubt that the Contract can be completed for the balance then unpaid.

V Damage to another Contractor.

VI Failure of the Contractor to submit data required within the time limits stated in the Contract Documents. When the above grounds are removed, payment shall be made for amounts withheld because of them.

8 CORRECTION OF WORK AFTER FINAL PAYMENT

A. Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials and workmanship. Unless otherwise specified, he/she shall remedy any defects and pay for any damage to other work resulting therefrom, which shall appear within the guarantee period. The City shall give notice to observed defects with reasonable promptness

9 ESTIMATE OF WORK AND NOTICE TO PROCEED

A. Contractor shall complete a project cost form for each project (Exhibit "A"), for approval by the City.

B. The City shall complete a notification to proceed letter. Contractor shall sign an acknowledgement copy and return to the City prior to commencing any work.

City of Lubbock, TX
ITB 14-11952-TF
Demolition of Various City of Lubbock Owned Facilities
Specifications

1 LOCATION OF WORK AND EXISTING CONDITIONS

A. The work sites are located at various City locations within the boundaries of the City.

2 WORK HOURS, DELIVERY OF EQUIPMENT AND MATERIALS, PROPERTY PROTECTION

A. It shall be the Contractors' responsibility to see that all equipment, tools, and materials are delivered within or adjacent to the area of work as specified by the City.

B. All work shall be performed between the hours of 7:00 A.M. – 5:00 P.M., Monday through Friday. Weekends and the following 10 holidays designated by the City are excluded:

New Year's Day – January 1	Memorial Day – Last Monday in May	Friday after Thanksgiving (Fourth Friday in November)
Martin Luther King Day – Third Monday in January	Independence Day – July 4	Christmas Eve – December 24
Good Friday – Friday before Easter	Labor Day – First Monday of September	Christmas Day – December 25
	Thanksgiving Day – Fourth Thursday in November	

C. The work described in this specification shall be done with the least inconvenience to the City Government. Vehicle must have egress capabilities at all times. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the user agency.

D. The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damage during the course of this contract shall be repaired or replaced to the satisfaction of the City or its designated representative, and the user agency.

3 CHANGES TO THE CONTRACT

A. The Contractor will notify the City or its designated representative immediately by telephone of any unexpected emergency, subsurface or latent physical condition found; along with the recommendations for dealing with the matter. Any changes found necessary by the City or the Contractor not covered under the original scope of work, specification or drawing(s) shall be jointly agreed upon by the Contractor and the City. Any additional cost on the project must be submitted in writing by the Contractor and an amendment to the purchase order will be issued by the Purchasing Agent covering the change(s) before the work can proceed. The City assumes no responsibility for oral instructions or suggestions.

4. DEMOLITION AND DEBRIS REMOVAL

A. The Contractor shall be responsible to remove all their debris from the site and clean effected work areas. The Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a City representative, shall remove such debris and materials from City property. The Contractor shall leave all affected areas as they were prior to beginning work.

5 UTILITIES

A. The City shall make available all required utilities to the Contractor for work under this contract. This however does not include those utilities to be installed by the Contractor as a part of the scope of work or specification. Accidental interruption (s) caused by the Contractor and repair thereto, shall be at the Contractor's expense. Planned interruptions under this contract shall be coordinated with the City, or its authorized representative, for approval prior to use on any job under this contract.

6 POTENTIALLY HAZARDOUS MATERIALS

A. If the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted with their bid at the time of the bid opening. The extent of use of the hazardous material may be a factor in the award of the contract.

7 MATERIALS AND INSTALLATION

A. It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. The City shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.

B. All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not be limited to OSHA, etc. Adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used. All work being performed for and/or on City property shall fully conform to all local, state, and Federal safety regulations. The Contractor is solely responsible for contacting utilities to identify all underground utilities, electrical power and communications (phone and data) lines and cables, and water and sewer lines. If the Contractor wishes to have temporary toilet facilities on site they shall comply with all City and State Health Department requirements. All toilet facilities shall be chemical holding tank type.

C. The Contractor shall obtain the permission of the City representative regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the building schedule. Contractor shall be held responsible for any and all accidents caused by negligence from this source. The City institution does not accept responsibility for losses of material or equipment regardless of approval to store in any of the City's facilities or grounds.

D. The City, or its authorized representative shall contact the Contractor when there are derelict building(s) and/or structure(s) to be razed. The Contractor has twenty-four (24) hours to report to the work site. The Contractor shall review the job with the Owner's

Representative, or his authorized representative, and prepare a written estimate based on the items of work. This estimate shall be submitted to the City within seventy-two (72) hours.

E. The Contractor shall have seven (7) calendar days to apply for all permits associated with the job after issuance of the contract release order for that job. The Contractor shall mobilize on the job site within ten (10) calendar days after issuance of the Razing Permit and begin work.

F. The Contractor cannot sub-contract all or any portion of the work assigned under this agreement. All work must be performed by the Contractor's razing and earth moving work forces.

G. For these services, sub-contracting is allowed and the Contractor must bind the sub-contractors by the same terms, conditions, responsibilities, and obligations assumed by said Contractor to the City.

H. If the Contractor foresees that he/she is going to exceed the original estimate, he/she must notify the Facilities Management Department, or its authorized representative, for approval in order to proceed on the additional work. The City shall not pay for additional work if the Contractor performs the work without the City's approval.

8 TEMPORARY SUSPENSION OF WORK.

A. During the progress of any work, the Contractor may suspend work via written permission of the Facilities Management Department, or his designated representative, wholly or in part, for such period or periods as deemed necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the suitable prosecution of the work. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impeded the public unnecessarily, nor become damaged in any way, and they shall take every precaution to prevent damage or deterioration of the work performed. When conditions warrant resumption of work on the project, the Contractor shall notify the Facilities Management Department, or its designated representative, twenty-four (24) hours in advance and shall proceed with the work only when and if authority is granted by the Facilities Management Department, or his designated representative. Any work performed without approval by the Facilities Management Department, or his designated representative, will be at the Contractor's risk, and he shall be held liable for removal of any such work.

9 DEMOLITION

A. Completely dismantle and demolish all of the structure and improvements located on said parcels not within the public right of way.

B. All utilities, including sanitary sewer outlets, shall be capped after the structure has been removed.

10 A. It shall be the responsibility of the Contractor to verify or to determine the location of all underground utilities and structures in the immediate vicinity of his operations which are to remain and to exercise all due precautions to prevent damage to them. Should any damage to utilities or structures occur as a result of the Contractor's operations, the Contractor shall, at his own expense, restore condition which existed before damage occurred.

B. All foundation slabs, parking lots and sidewalks shall be removed.

C. Septic tanks, storm cellars, etc. shall be filled with authorized fill material and need not be removed.

D. Contractor shall utilize wet demolition techniques during all demolition work at the site. Contractor shall ensure that no visible emissions (visible dust) are created during the project. All debris loads leaving the premises shall be covered with a tarpaulin or sprayed with water to minimized dust loss during transportation.

E. Before starting demolition, the owner, agent or contractor must assure all utilities are disconnected.

F. Improvements shall not be moved to or reassembled in any other or new location unless approved by the Building Official.

11 REMOVAL

A. Removal of all material, debris, other improvements (i.e. fences, etc.) from said parcel or parcels and any structure thereon so that the property will be cleared of all such improvements.

B. Underground fuel tanks shall be removed from site; excavation shall be filled with authorized fill material of adequately compacted earth.

12 DISPOSAL

A. The disposal facility shall be an Environmental Protection Agency approved treatment and storage or disposal facility. The Contractor must supply to the City a Certificate of Disposal and Destruction and a copy of the completed manifest (signed off by all handlers of the waste) for each shipment of hazardous waste generated under this contract. No invoices shall be paid by the City until both documents have been provided by the Contractor to the City's Representative, or his authorized representative.

13 TIMEFRAME FOR EACH PROJECT

A. The Contractor shall demolish and remove all material from said parcel within the timeframe agreed upon with the City's representative after written receipt of notification to proceed with work.

14 AUTHORIZED FILL MATERIAL

A. Shall be free of all organic materials, including wood, upholstery or bedding materials, cloth, paper, trash etc.

B. Concrete, stone or brick masonry assemblies, etc. are permitted in fill if this material and other rubble are covered with earth, permitting a use of more of a raked-clean condition (Suggest two (2) feet topsoil).

15 HAZARDOUS WASTE ABATEMENT AND DISPOSAL REGULATIONS

A. As new and revised regulations are published by governmental authorities, they become a part of this specification at the time of their effective date. All hazardous materials abatement packaging, transport, and disposal must be performed in strict compliance with all applicable local, state, and federal regulations, latest edition. The Contractor must maintain all licenses and certifications, in accordance with these regulations, which must be current for the entire term of this agreement.

16 FINISHED SITE

A. The ground shall be left in a clean (raked) condition and without any debris, trash etc.; and suitable for maintenance such as mowing by others.

B. The site shall be graded to provide adequate drainage; ponding of water will not be permitted.

17 PRE-DEMOLITION REQUIREMENTS

A. Contractor MUST schedule a meeting with the Facilities management Department at the jobsite 24 hours prior to agreeing upon a timeframe for completion with the City.

Notice: The City reserves the right to remove any fixtures or personal property from the premises prior to demolition of the structure. Award of a contract for demolition does not automatically entitle an owner, agent, or contractor to possession of property which is present in the structure at the time the contract is awarded.

EXHIBIT "A"

DEMOLITION PROJECT COST FORM

PROJECT: _____

BUILDING:

Main floor _____ sq. ft. @ $_____ = $_____

Upper floor _____ sq. ft. @ $_____ = $_____

Floor _____ sq. ft. @ $_____ = $_____

Basement _____ sq. ft. @ $_____ = $_____

CONCRETE SLAB: _____ sq. ft. @ $_____ = $_____

OTHER (SPECIFY SERVICE):

_____ @ $_____ = $_____

_____ @ $_____ = $_____

_____ @ $_____ = $_____

TOTAL FIRM LUMP SUM FEE $_____

_____
CONTRACTOR

_____
TITLE

_____
DATE

BID FORM
Demolition of Various City of Lubbock Owned Facilities
City of Lubbock, TX
ITB 14-11952-TF

In compliance with the **Invitation to Bid 14-11952-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 **14-11952-TF** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY (+/-)	UNIT OF MEASURE	DESCRIPTION	*UNIT PRICE BID	EXTENDED COST
1	1500	SF	REMOVAL AND DISPOSAL OF MISC. BUILDINGS/STRUCTURES –Unit quotation includes the removal and disposal of misc. Buildings (wood, masonry or metal) such as but not limited to agricultural/animal barns, outhouses, sheds, garages, concrete frame and wood siding, composition siding, stucco siding, brick siding, stone siding, concrete block, plants, shrubs, trees less than 15 feet in height, fences, walls, foundations, footings, steps, slab floors, curbing, flatwork, decks, sheds, spas (not associated with pool), covered and uncovered patios, removal of all debris and septic tanks and cesspools, capping of sewer lines. Backfilling and grading as specified herein.	$ 2.35	$ 3525.00
2	25,000	SF	REMOVAL OF FOUNDATIONS, FOOTINGS, STEPS, CURBING, PORTLAND CEMENT CONCRETE OR ASPHALTIC CONCRETE FLATWORK, INCLUDING, BUT NOT LIMITED TO, DRIVEWAYS AND WALKWAYS. The unit quotation is based on the square footage of the foundations, footings, steps, and flat work that are not being removed under the specification. The unit quotation **includes** removal and disposal of all of the following, at the discretion of, and as designated by City's Representative, from the lot/site: Plants, shrubs, trees less than 15 feet in height, fences, walls, and removal of all debris. Unit quotation also includes back filling and grading required as a result of any excavation and as specified herein.	2.30	57,500.00
3	15,000	TON	REMOVAL, BACKFILL AND GRADING OF BASEMENTS – The unit quotation **includes** compensation for backfill material as specified in this contract, and removal and disposal of all of the following, at the discretion of, and as designated by City's Representative: basement walls, floors and footings, as specified herein.	15.00	$225,000.00

Bidder's Initials CRM

4	75,000	SQUARE FOOT	REMOVAL OF NON-RESIDENTIAL BUILDINGS AND/OR COVERED AREAS, INCLUDING ATTACHED AND DETACHED GARAGES AND CARPORTS. The unit quotation is based on the square footage of the non-residential building and covered areas, including attached and detached garages and carports. The unit quotation **includes** removal and disposal of all of the following, at the discretion of, and as designated by the City's Representative, from the non-residential lot/site: Plants, shrubs, trees less than 15 feet in height, fences, walls, foundations, footings, steps, slab floors, curbing, retaining walls, concrete flat work, decks, sheds septic tanks and cesspools, capping of sewer lines, and removal of all debris. Unit quotation also includes back filling and grading required as a result of any excavation and as specified herein.	2.00	150,000.
				Total Cost	$ 436,025.00

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed**

Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.

The City of Lubbock is seeking a contract for Demolition of Various City of Lubbock Owned Facilities 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?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES ✓ _____ NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY Matthews Backhoe a corporation organized under the laws of the State of Texas, or a partnership consisting of N/A or individual trading as N/A of the City of Lubbock

Firm: Matthews Backhoe, Inc.

Address: P.O. Box 3187

City: Lubbock State: TX Zip 79452

Bidder acknowledges receipt of the following addenda:

Addenda No. 1	Addenda No. _____	Addenda No. _____	Addenda No. _____
Date 7/21/14	Date _____	Date _____	Date _____

M/WBE Firm:		Woman		Black American		Native American
		Hispanic American		Asian Pacific American		Other (Specify)

By _____ Date: 7-22-14

Authorized Representative - must sign by hand

Officer Name and Title: Corky Matthews, President

Please Print

Business Telephone Number 806 745-5209 FAX: 806 745-5807

E-mail Address: Matthewsbackhoe@aol.com

FOR CITY USE ONLY

Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____

Date of Award by City Council *(for bids over $50,000)*: _____ Date P.O./Contract Issued: _____

RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.

LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.

City of Lubbock, TX
Facilities Management
Bid Tabulation
August 28, 2014

ITB 14-11952-TF
Demolition of Various City of Lubbock Owned Facilities

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
1	1,500	SF	Removal and disposal of misc. buildings/structures			
			Matthews Backhoe, Inc.	**Lubbock, TX**	**$ 2**	**3,525**
			R&R Ditching	Lubbock, TX	3	4,500
			V-tech Environmental Services	Lubbock, TX	5	7,500
2	25,000	SF				
			Removal of foundations			
			Matthews Backhoe, Inc.	**Lubbock, TX**	**2**	**57,500**
			R&R Ditching	Lubbock, TX	3	62,500
			V-tech Environmental Services	Lubbock, TX	5	125,000
3	15,000	TN	Removal, backfill and grading of basements			
			V-tech Environmental Services	Lubbock, TX	5	75,000
			Matthews Backhoe, Inc.	**Lubbock, TX**	**15**	**225,000**
			R&R Ditching	Lubbock, TX	15	225,000
4	75,000	SF	Removal of non-residential buildings and/or covered areas, including attached and detached garages and carports			
			Matthews Backhoe, Inc.	**Lubbock, TX**	**2**	**150,000**
			R&R Ditching	Lubbock, TX	2	180,000
			V-tech Environmental Services	Lubbock, TX	5	375,000
			All or None			
			Matthews Backhoe, Inc.	**Lubbock, TX**		**436,025**
			R&R Ditching	Lubbock, TX		472,000
			V-tech Environmental Services	Lubbock, TX		582,500

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

Meeting Date: 08/28/2014

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute a lease agreement with P&E Leasing, Inc. of Plainview, TX for a lease of property at 4709 66th St.

Item Summary

The Water Utilities and Streets Maintenance building on Municipal Hill is still undergoing renovations, and will not be able to be occupied until Spring, 2015. This lease allows for relocation of these departments until renovations are complete.

There is an option to renew the lease for an additional two years if it deemed necessary.

Fiscal Impact

Monthly rent for this building is $9,713.33, and will be funded from the Water Utilities operating budget.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution & Lease - P & E Leasing

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 Commercial Lease, by and between the City of Lubbock, Texas, as Tenant, and P & E Leasing, Inc., of Plainview, Texas, as Landlord, contemplating the lease by City of Lubbock of certain real property and improvements located generally at 4709 66th Street, in Lubbock, Texas, and related documents. Said Commercial Lease 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 August 28, 2014.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

Richard K. Casner, Natural Resources and Utility Attorney

sj/RES Agmt-P & E Leasing
August 13, 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
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ADDENDA & EXHIBITS (check all that apply)

- ☐ Exhibit _____
- ☐ Exhibit _____
- ☒ Commercial Lease Addendum for Broker's Fee (TAR-2102)
- ☐ Commercial Lease Addendum for Expense Reimbursement (TAR-2103)
- ☐ Commercial Lease Addendum for Extension Option (TAR-2104)
- ☐ Commercial Lease Addendum for Percentage Rent (TAR-2106)
- ☐ Commercial Lease Addendum for Parking (TAR-2107)
- ☒ Commercial Landlord's Rules and Regulations (TAR-2108)
- ☐ Commercial Lease Guaranty (TAR-2109)
- ☐ Commercial Lease Addendum for Right of First Refusal (TAR-2103)
- ☐ Commercial Lease Addendum for Optional Space (TAR-2110)
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- ☐ Commercial Lease Addendum for Contingencies (TAR-2120)
- ☐ _____
- ☐ _____
- ☒ Intermediary Relationship Notice
- ☒ Information About Brokerage Services (TAR-2501)

WestMark Realtors 4105 84th Lubbock, TX 79423
Phone: 806-776-2833 Fax: 806.776-2834 Karen Higgins 4709 66th Stre

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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: P & E Leasing, Inc.
PO Box 489 Plainview, TX 79072 ; and

Tenant: The City of Lubbock
PO Box 2000 Lubbock, Tx 79457 .

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 containing approximately 14,570 square feet of rentable area at: 4709 66th Street _____ *(address)* in Lubbock *(city)*, Lubbock *(county)*, Texas, which is legally described on attached Exhibit _____ or as follows: Southwest Haven Block 2 Lot 3A and 4A recorded in Vol 1684 page 888; Southwest Haven replat into 4A1 recorded in Vol 7548 page 169 not to include the small building with 1320 sf. .

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 ☐ will ☒ will not be adjusted if re-measured.

3. TERM:

A. Term: The term of this lease is 12 months and 0 days, commencing on: September 1, 2014 (Commencement Date) and ending on August 31, 2015 (Expiration Date).

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. Certificate of Occupancy: 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
From	To	$ Monthly Rate	$ Annual Rate	Rent $
09/01/2014	08/31/2015	/ rsf / month	8.00 / rsf / year	9,713.33
		/ rsf / month	/ rsf / year	
		/ 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 to 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: P & E Leasing, Inc.
Address: PO Box 489 Plainview, TX 79072
Property Management 806-291-8100 contact David Wilder

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 $ 40.00 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 $ None 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.)*

	N/A	Landlord	Tenant
(1) Water	☐	☐	☒
(2) Sewer	☐	☐	☒
(3) Electric	☐	☐	☒
(4) Gas	☐	☐	☒
(5) Telephone	☐	☐	☒
(6) Internet	☐	☐	☒
(7) Cable	☐	☐	☒
(8) Trash	☐	☐	☒
(9) _____	☒	☐	☐
(10) All other utilities	☒	☐	☐

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, but not repairs and maintenance,

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: offices for City elected officials, contractors and other parties performing work for the City of Lubbock.

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)* 24/7 or as needed by Tenant.

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) N/A.

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.

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 or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations 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 upon permission of Tenant 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 75 days of this lease, Landlord may place a "For Lease" or similarly worded sign on 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	☐	☒	☐
(2) Glass and windows	☐	☒	☐
(3) Fire protection equipment	☐	☒	☐
(4) ~~Fire sprinkler systems~~	☒	☐	☐
(5) Exterior & overhead doors, including closure devices, molding, locks, and hardware	☐	☒	☐
(6) Grounds maintenance, including landscaping and irrigation systems	☐	☒	☐
(7) Interior doors, including closure devices, frames, molding, locks, and hardware	☐	☒	☐
(8) Parking areas and walks	☐	☒	☐
(9) Plumbing systems, drainage systems and sump pumps	☐	☒	☐
(10) Electrical systems, mechanical systems	☐	☒	☐
(11) Ballast and lamp replacement	☐	☒	☐
(12) Heating, Ventilation and Air Conditioning (HVAC) systems	☐	☒	☐
(13) HVAC system replacement	☐	☒	☐
(14) Signs and lighting:			
(a) Pylon	☒	☐	☐
(b) Facia	☐	☐	☒
(c) Monument	☒	☐	☐
(d) Door/Suite	☐	☐	☒
(e) Other: _____	☒	☐	☐
(15) Extermination and pest control, excluding wood-destroying insects.	☐	☒	☐
(16) Fences and Gates	☒	☐	☐
(17) Storage yards and storage buildings	☒	☐	☐
(18) Wood-destroying insect treatment and repairs	☐	☒	☐
(19) Cranes and related systems	☒	☐	☐
(20) _____		☐	☐
(21) _____		☐	☐
(22) All other items and systems.		☒	☐

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(12), 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:** To the extent permitted by law, Each party will indemnify, defend, 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. *See Insert in Section 35

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; and
(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 to the extent permitted by law,

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: N/A

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:

Principal Broker: WestMark Realtors	**Cooperating Broker:**
Agent: Kirk Schneider/Karen Higgins	Agent:
Address: 4105 84th Lubbock, TX	Address:
Phone & Fax: (806)776-2815	Phone & Fax:
E-mail: kschneider@ccim.net	E-mail:
License No.: 9000344	License No.:

Principal Broker: *(Check only one box)*
- ☐ represents Landlord only.
- ☐ represents Tenant only.
- ☒ is an intermediary between Landlord and Tenant.

Cooperating Broker represents 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 Commercial Lease Addendum for Broker's Fee (TAR-2102).

☐ (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 Commercial Lease Addendum for Broker's Fee (TAR-2102).

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: P & E Leasing, Inc. Mr. David Wilder
Address: PO Box 489 Plainview, TX 79072 806-291-8100/806-774-8601

Phone: (806)774-8601 Fax: _____
and a copy to: Kirk Schneider c/o WestMark Realtors
Address: 4105 84th Lubbock, Tx 79423
Phone: (806)776-2815 Fax: (806)776-2816
☒ Landlord also consents to receive notices by e-mail at: wilder@suddenlinkmail.com

Tenant at the leased premises,
and a copy to: City of Lubbock, Attn: Dave Booher, Righ of Way Agent
Address: PO Box 2000, Lubbock, TX 79457
Phone: (806)775-2352 Fax: _____
☐ Tenant also consents to receive notices by e-mail at: _____

35. SPECIAL PROVISIONS:

Tenant shall provide general liability insurance in the amount of Five Hundred Thousand and N0/100 Dollars ($500,000.00), through self insurance, and shall provide to landlord a certificate of insurance depicting Landlord as an additional insured under such self insurance. Tenant shall not be required to procure, carry or provide any insurance other than that specifically provided in this Section 35.Tenant shall have the option to extend this Lease upon the terms hereof for two (2) additional successive terms of one (1) year each, by providing written notice of the exercise of such option no later than ninety (90) days prior to the expiration of the original one (1) year term of this Lease, as provided in Section 3.A., above or the expiration of the first one (1) year option term, as applicable. Rent payable for the first and second one (1) year option terms shall be Nine Thousand Seven Hundred Thirteen Dollars and 33/100 Dollars ($9,713.33). Section 19:(added at the end of the paragraph) As concerns Tenant's obligations hereunder, the indemnity obligation shall be limited to the extent Tenant would be legally responsible for damages under Texas law. Nothing contained herein shall be construed to limit, affect or waive any immunities, of any kind or type, including without limitation, immunity from suit & liability, in favor of the Tenant. LL will clean carpet, replace light bulbs & service HVACs.

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.

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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.

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: P & E Leasing, Inc.

PO Box 489 Plainview, TX 79072

By: _____

By (signature): David Wilder

Printed Name: David Wilder

Title: President Date: 8/11/14

By: _____

By (signature): _____

Printed Name: _____

Title: _____ Date: _____

Tenant: The City of Lubbock

PO Box 2000 Lubbock, Tx 79457

By: _____

By (signature): _____

Printed Name: _____

Title: _____ Date: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____ Date: _____

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____

Richard Casner, Natural Resources and Utility Attorney

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EQUAL HOUSING OPPORTUNITY

Approved by the Texas Real Estate Commission for Voluntary Use 10-10-11

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

Information About Brokerage Services

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:
The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:
The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:
A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

(1) shall treat all parties honestly;

(2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;

(3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and

(4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Buyer, Seller, Landlord or Tenant
City of Lubbock

Date

R & E Leasing
David Wilder President 8/11/

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188 , 512-936-3000 (http://www.trec.texas.gov)

(TAR-2501) 10-10-11 TREC No. OP-K

WestMark Realtors 4105 84th Lubbock, TX 79423
Phone: 806-776-2833 Fax: 806.776-2834 Karen Higgins 4709 66th Stre

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TEXAS ASSOCIATION OF REALTORS®
INTERMEDIARY RELATIONSHIP NOTICE

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To: P & E Leasing, Inc. (Seller or Landlord)
and The City of Lubbock (Prospect)
From: WestMark Realtors (Broker's Firm)
Re: 4709 66th Street Lubbock, TX 79414 (Property)
Date: July 29, 2014

A. Under this notice, "owner" means the seller or landlord of the Property and "prospect" means the above-named prospective buyer or tenant for the Property.

B. Broker's firm represents the owner under a listing agreement and also represents the prospect under a buyer/tenant representation agreement.

C. In the written listing agreement and the written buyer/tenant representation agreement, both the owner and the prospect previously authorized Broker to act as an intermediary if a prospect who Broker represents desires to buy or lease a property that is listed by the Broker. When the prospect makes an offer to purchase or lease the Property, Broker will act in accordance with the authorizations granted in the listing agreement and in the buyer/tenant representation agreement.

D. Broker [X] will [ ] will not appoint licensed associates to communicate with, carry out instructions of, and provide opinions and advice during negotiations to each party. If Broker makes such appointments, Broker appoints:

Kirk Schneider to the owner; and

Karen Higgins to the prospect.

E. By acknowledging receipt of this notice, the undersigned parties reaffirm their consent for broker to act as an intermediary.

F. Additional information: *(Disclose material information related to Broker's relationship to the parties, such as personal relationships or prior or contemplated business relationships.)*

The undersigned acknowledge receipt of this notice

David Wilder 8/11/14

Seller or Landlord	Date	Prospect	Date
David Wilder		City of Lubbock	
Seller or Landlord	Date	Prospect	Date

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Phone: 806-776-2833 Fax: 806.776-2834 Karen Higgins 4709 66th Stre

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TEXAS ASSOCIATION OF REALTORS®

COMMERCIAL LEASE ADDENDUM FOR BROKER'S FEE

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED LANDLORD AND TENANT CONCERNING THE LEASED PREMISES AT 4709 66th Street, Lubbock, TX 79414

A. Leasing Fees: All leasing fees are earned when the above referenced lease is executed.

(1) P & E Leasing Inc will pay Principal Broker a leasing fee calculated and payable as follows:

☒ (a) 6.000 % of all base monthly rents to be paid for the term of the lease and the same percentage of the expense reimbursements stated or estimated in the lease, payable as follows: one-half of such amount at the time Landlord and Tenant execute the lease and the remainder on the date the lease commences.

☐ (b) _____ % of all base monthly rents to be paid for the term of the lease and the same percentage of the expense reimbursements stated or estimated in the lease, payable as follows: _____ .

☐ (c) _____ .

(2) _____ will pay Cooperating Broker a leasing fee calculated and payable as follows:

☐ (a) _____ % of all base monthly rents to be paid for the term of the lease and the same percentage of the expense reimbursements stated or estimated in the lease, payable as follows: one-half of such amount at the time Landlord and Tenant execute the lease and the remainder on the date the lease commences.

☐ (b) _____ % of all base monthly rents to be paid for the term of the lease and the same percentage of the expense reimbursements stated or estimated in the lease, payable as follows: _____ .

☐ (c) _____ .

B. Renewal and Expansion Fees: If Landlord and Tenant subsequently renew, extend, or expand the lease, including a new lease for more, less, or different space in the Property or in any other property owned, controlled, or managed by Landlord, the brokers will be paid the fees set forth below. The fees will be earned and payable when the extension, renewal, expansion, or new lease is executed or commences, whichever is earlier.

(1) P & E Leasing Inc will pay Principal Broker a renewal fee of:

☒ (a) 3.000 % of all base monthly rents to be paid for the term of the renewal, extension, or new lease and the same percentage of the expense reimbursements stated or estimated in the lease governing the renewal, extension, or new lease;

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☐ (b) _____ % of all base monthly rents to be paid for the term of the expansion and the same percentage of the expense reimbursements stated or estimated in the lease governing the expansion; or

☐ (c) _____
_____ .

(2) _____ will pay Cooperating Broker a renewal fee of:

☐ (a) _____ % of all base monthly rents to be paid for the term of the renewal, extension, or new lease and the same percentage of the expense reimbursements stated or estimated in the lease governing the renewal, extension, or new lease;

☐ (b) _____ % of all base monthly rents to be paid for the term of the expansion and the same percentage of the expense reimbursements stated or estimated in the lease governing the expansion; or

☐ (c) _____
_____ .

C. Fees in the Event of a Sale: If, during any time the lease is in effect or during any time Tenant occupies the leased premises, including any extension, renewal, or expansion, Tenant agrees to purchase the leased premises or Property by oral or written agreement or option, brokers will be paid the additional fees set forth below. The additional fees will be earned at the time Landlord and Tenant enter into an agreement for the sale, purchase, or option for the leased premises or Property, and are payable at the time the sale or purchase closes.

(1) P & E Leasing Inc will pay Principal Broker an additional fee of:

☒ (a) 6.000 % of the sales price for the purchase.

☐ (b) _____ .

(2) _____ will pay Cooperating Broker an additional fee of:

☐ (a) _____ % of the sales price for the purchase.

☐ (b) _____ .

D. County: All fees under this addendum are payable in Lubbock County, Texas.

E. Attorney's Fees: If Landlord, Tenant, or any broker is a prevailing party in any legal proceeding brought as a result of a dispute under this addendum or any transaction related to or contemplated by this addendum, such party will be entitled to recover from the non-prevailing parties all costs of such proceeding, prejudgment interest, and reasonable attorney's fees.

F. Special Provisions:
WestMark Realtors will split the leasing and renewal commissions evenly between the agents on this transaction.

Tenant shall in no event be responsible for the payment of any broker's or finder's fees of any kind or type.

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Addendum for Broker's Fee concerning 4709 66th Street, Lubbock, TX 79414

NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.

Landlord: P&E Leasing, Inc.

By: _____

By (signature): David Wilder

Printed Name: David Wilder

Title: President 8/11/14

By: _____

By (signature): _____

Printed Name: _____

Title: _____

Tenant: The City of Lubbock

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____

Principal Broker:

Broker / Company Name: _____

License No. _____

By (signature): _____

Printed Name: _____

Title: _____ License No. _____

Cooperating Broker:

Broker / Company Name: _____

License No. _____

By (signature): _____

Printed Name: _____

Title: _____ License No. _____

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TEXAS ASSOCIATION OF REALTORS®

COMMERCIAL LANDLORD'S RULES AND REGULATIONS

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REGARDING COMMERCIAL LEASE CONCERNING THE LEASED PREMISES AT 4709 66th Street, Lubbock, TX 79414

Sign Here

NOTICE: These rules and regulations are adopted to maintain and enhance the safety and appearance of the Property. ~~From time to time Landlord, at its discretion, may amend these rules and regulations for the purposes for which they were adopted~~. Under the above-referenced lease, Tenant agrees to comply with these rules and regulations ~~as they may be amended~~. Exceptions or waivers must be authorized by Landlord in writing. "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks, and landscaped areas.

A. Goods, merchandise, equipment, or any personal property may not be stored on the Property, except for inventory within the leased premises necessary for Tenant's normal business operations.

B. Food is not permitted on the Property, except as inventory for sale and for a small amount of food for Tenant's personal consumption.

C. Other than those provided by Landlord or specifically authorized by Landlord, no vending machines are permitted on the Property.

D. The Property may not be used for lodging or sleeping quarters in any manner.

E. Unless authorized by law or the lease, no animals may be brought or kept on the Property.

F. No obstruction or interference that impedes use of the common areas, walks, drives, loading areas, parking areas, corridors, hallways, vestibules, and stairs is permitted on the Property.

G. Persons parking on the Property must comply with all posted signs and directions regulating the parking areas.

H. No flammable, toxic, noxious, or hazardous materials may be kept on the Property except for over-the-counter cleaning materials kept in enclosed storage closets or cabinets.

I. Tenants moving in or out of the Property must use only the service entrances and service elevators during the move. All moves must be made at times that do not cause inconvenience in the normal use of the Property.

J. Deliveries and shipping of goods and merchandise in or out of the Property must be made only through the service entrances, service elevators, loading docks, or other designated shipping and receiving areas. Shipments and deliveries must be made at times that do not cause inconvenience to tenants or patrons on the Property.

K. Leased premises must be kept clean and free of debris. Trash must be deposited into appropriate receptacles. Trash receptacles controlled by Tenant must not be allowed to overflow, attract rodents or vermin, or emit odors.

L. Repair requests must be submitted to Landlord in writing in compliance with the lease.

M. No modification to the Property and leased premises may be made unless authorized by Landlord, in writing, or permitted by the lease.

N. No illegal or offensive activity is permitted on the Property nor is any activity that constitutes a nuisance or interferes with the rights of other tenants.

O. Unless specifically authorized by Landlord, no solicitation or business operations are permitted in the common areas.

P. Other:

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

Meeting Date: 08/28/2014

Information

Agenda Item

Resolution - Facilities: Consider two resolutions authorizing the Mayor to execute contract 11953 with Kings Consultants Inc., and contract 12000 with Environmental Agency Services, Inc., for Mold Consulting Services, RFP 11953-MA.

Item Summary

The contracts will provide mold consulting services on an as-needed basis for City facilities. Awarding two contracts will ensure that a contractor can be scheduled for services in a timely manner. The contracts are awarded by hourly rate. The term of the contract is for one year with the option to renew for four additional one year periods.

Three proposals were received from the following contractors and ranked as follows:

Contractor	Score
Kings Consulants Inc. of Lubbock, TX	13.9
Evironmental Services Agency of Lubbock, TX	12.3
Terracon Consultants, Inc. of Lubbock, TX	9.4

An evaluation committee independently reviewed the proposals using the following criteria: Experience in completing similar projects (20%), Demonstrated knowledge and understanding of the project (20%), Qualifications and demonstrated design skill appropriate to this project and the technical capabilities and professional competence of the Proposer and assigned personnel (20%), Substantial capability to meet schedules and deadlines as well as the capability to complete projects without having major cost escalations, change orders or overruns (20%), Record of performance based on previous work with the City and/or other client references (10%), and Cost (10%).

Staff recommends contract award to Kings Consultants Inc. of Lubbock, Texas as the Primary Contractor and Environmental Services Agency of Lubbock, Texas as the Secondary Contractor. The contracts are awarded by an hourly rate. The term of the contract is for one year with the option to renew for four additional one year periods.

Fiscal Impact

Funds are available through individual department operating budgets.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager/Chief Information Officer

Attachments

Resolution & Contract - King Consultants

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. 11953 for mold consulting services, by and between the City of Lubbock and King Consultants, 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:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

vw:ccdocs/RES.Contract-King Consultants
August 13, 2014

City of Lubbock, TX
Mold Consulting Services
Agreement

This Service Agreement (this "Agreement") is entered into as of the 28TH day of **August, 2014**, ("Effective Date") by and between **King Consultants Inc.**, (the Contractor),and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 14-11953-MA, Mold Consulting Services.

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

WHEREAS, Contractor desires to perform as an independent contractor to provide Mold Consulting Service as the Primary Contractor, 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 – Fee Schedule
4. Exhibit C – Insurance Requirements
5. Exhibit D – Offerors Proposal

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 C attached 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.

1.3 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.

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

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

CITY OF LUBBOCK, TX:

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:

Mitch Satterwhite, First Assistant City Attorney

Contractor:

Contractor's Signature

Printed Name

Title

Exhibit A

CITY OF LUBBOCK, TEXAS
RFP 14-11953-MA
Mold Consulting Services

II. GENERAL REQUIREMENTS

1 INTENT

a) The City of Lubbock (hereinafter called "City") is seeking proposals from interested firms and individuals, (hereinafter called "Proposer") to provide Mold Consulting Services. Mold Consulting Services shall be provided on an "as needed" basis without a minimum quality of work specified. The City is interested in securing the most qualified firm/personnel to perform the required services.

b) Offerors are invited to submit demonstrated competence and qualifications of their firm for providing these services.

c) The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.

2 PROJECT DESCRIPTION

Mold Consulting Services including but no limited to:

- ☐ Assessment of public facilities for the presence of mold
- ☐ Development of removal specifications for mold and mold contaminated material
- ☐ Development of mold management plans
- ☐ Management and monitoring of mold abatement jobs
- ☐ Training

Other duties as requested.

Submittals. Submit a single copy of a sample of the following documents for review:

- ☐ Mold Assessment Report
- ☐ Mold Management Plan
- ☐ Mold Remediation Protocol (mold remediation work analysis)
- ☐ Mold Removal and Oversight Final Report
- ☐ Post - Remediation Assessment and Clearance Report and Final Status Report
- ☐ Indoor Environmental Quality Assessment Report
- ☐ Protocol to be used during Indoor an Environmental Quality Assessments
- ☐ Protocol to be used during a Mold Assessment
- ☐ Protocol to be used in creating a Mold Management Plan
- ☐ Protocol to be used in a Mold Post Remediation Assessment

3. FEE SCHEDULE

Fee Schedule should include, at a minimum, rates for the following personnel:

- ☐ Licensed Mold Assessment Consultant
- ☐ Licensed Air Monitoring Technician
- ☐ Technician

Records

a) Records shall be kept in the office of the Consultant for a period of not less than five (5) years and shall be made available to the CITY for inspection and copying upon reasonable request.

Ownership of Documents

a) All documents, including original drawings, estimates, specifications, field notes and data are property of OWNER. CONSULTANT may retain reproducible copies of drawings and other documents.

4. CONTRACT

a) This is a one year contract with the option to renew for four additional one year periods.

5 EXPERIENCE

A. The offeror shall provide the following information.

a) Experience evaluating and designing Mold Consulting projects.

b) The number of years in business.

c) Professional affiliations.

d) Recent examples of abatement projects.

B. Consultant(s) assigned by the offeror shall specialize in Mold Consulting. This experience shall be documented in a resume for each staff member of the organization that will work on the project.

The offeror shall briefly describe the firm's experience and qualifications to deliver the requested services. The offerors' description shall also describe the proposed staffing level required to perform the services and a list of all key members of the offeror's team (except administrative support staff) and any consultant who will be committed to the project. Indicate the level of effort and function of each member of the project, and the length of each staff member's direct experiences. Prepare organization structure to show how the key members will be involved.

C. Include resumes of these individuals. The resumes should include the following minimum information:

a) Name

b) An explanation of the function they will perform and their title by classification.

c) Their relevant educational background.

d) Their relevant work experience.

e) Their work experience with local, state and federal government clients.

f) Any specialized skills, training, and/or credentials that is relevant to the required services; (e.g., degrees, certificates, etc).

CITY OF LUBBOCK, TEXAS
RFP 14-11953-MA
Mold Consulting Services

Fee Schedule

Fee Schedule	
Fee Schedule should include, at a minimum, rates for the following personnel:	a) Standard / Overtime Hourly Rates :
1) Licensed Mold Assessment Consultant	1) $ 125.00/ —
2) Licensed Air Monitoring Technician	2) $ 70.00 / 85.00
3) Technician	3) $ 75.00/ 85.00
4) Written Protocol	4) $ 1700.00
5) Air Samples (Air-O-cell Culture plates) Air-O-Cell only	5) $ 185.00 SET 55.00 each

Name of company: King Consultants, Inc.

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(S) 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):

TYPE	AMOUNT
General Liability	
Commercial General Liability	$1,000,000
General Aggregate	
Products-Comp/Op AGG	
Personal & Adv. Injury	
Contracutal Liability	
Pollution	$1,000,000
General Aggregate	
	$1,000,000
Automotive Liability	
Any Auto	
Workers Compensation	Statutory Amounts
Or Employer's Liability	

The City of Lubbock shall be named as additional insured on Auto/General Liability on a primary and non-contributory basis with a waiver of subrogation in favor of the City on all coverage's. All copies of the Certificates of Insurance shall reference the contract number for which the insurance is being supplied. Copies of endorsements are required.

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 insured, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

f. All copies of the Certificates of Insurance shall reference the contract 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 & 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.

King Consultants
Environmental

It is our pleasure to present King Consultants, Inc. an environmental consulting firm specializing in environmental consulting services. King Consultants is a Texas corporation with our headquarter office in Lubbock and branch offices in Dallas and San Angelo. We have field technicians throughout the state of Texas. King Consultants, Inc is a HUB certified corporation.

The staff at King Consultants consists of highly trained, licensed, and professional personnel that are committed to providing our customers with the best quality service delivered in a timely manner. Due to our broad range of experience and field trained personnel; King Consultants is capable of responding to a variety of projects in a diligent and efficient manner.

At King Consultants we will provide the same quality service to all clients regardless of project size. We take great pride in the services we provide. Our service market includes commercial, industrial, and institutional clients throughout the United States. We are committed to completing all projects on schedule while maintaining continued control of quality and safety. Each project we undertake is manned according to the scheduling constraints and needs of our clients.

In addition, the professional project management techniques we have developed enable us to provide timely, precise and accurate information to our clients. We have a consistent record of completing projects on time and within budget.

At King Consultants we share the public's concern about effects of environmental pollutants on public health, and the inherent liabilities associated with the presence of these materials in your facility. At the same time, we are conscious of the costs associated with environmental remediation projects and are dedicated to providing our clients with prompt, quality, professional services with emphasis of the most practical and effective solution.

Our extensive history affords our clients the knowledge and experience necessary to comprehensively address their needs. At King Consultants we are committed to making sure that each client, upon project conclusion, is completely satisfied.

King Consultants provides our staff with continued educational programs to insure that we provide the latest innovations and most cost effective techniques. Our commitment to quality service and dedication to providing cost effective solutions has allowed us to grow to become recognized leaders in our industry. King Consultants has over one hundred combined years of environmental, construction and management experience on staff.

I. Introduction

KING CONSULTANTS, INC. was contacted by TJ Carpenter to perform a Limited Indoor Mold Assessment in the City of Lubbock Airport Fire Station, Lubbock, Texas. The onsite evaluation occurred May 6, 2014. The evaluation was conducted in order to provide a physical assessment of the building's conditions and limited background characterization of the air quality in terms of bioaerosals.

II. Scope of Services

The Scope of Services included in the Evaluation consisted of the following:

- Onsite interview
- Visual inspection of accessible areas
- Limited sample collection event
- Report documenting the findings of the evaluation
- Conclusions and Recommendations

King Consultants, Inc. entire liability pertaining to this report and all work associated with it is limited to the INVOICED amount defined within the Scope of Services.

III. General Building Description

This is a single story building with brick veneer exterior and sheetrock walls with acoustical lay-in ceilings interior. The roof is asphalt and gravel built up. Floors are concrete on grade with carpet in the officers and living space for the firemen.

IV. Historical Background Information

There was a leak suspected to be caused by the hot water heater in the closet. The leak occurred sometime in 2012 but has since been fixed and has not leaked since.

V. Visual Observations

There are visual signs of some mold under the wooden storage shelving in the back of the room. The mold growth appears to be limited to a small portion of the sheetrock wall and does not appear to extend into other areas of the closet.

VI. Sample Methodology

A. Air Samples

Air samples are collected on Zefon® Air-O-Cell™ cassettes for analysis via a microscopic screen. Culture plates are collected with an N-6 impactor: Potato Dextrose or Malt Extract Agar is used for analysis of culturable fungi and Tryptic Soy Agar with 5% sheep blood is used for analysis of culturable bacteria. Air-O-Cell samples are collected at a rate of approximately 15

liters per minute for approximately 5 minutes. The culturable samples are collected at a rate of approximately 28.3 liters per minute for approximately 3 minutes.

VII. Interpretation of Findings

Refer to Appendix I for specific counts of particular sample results.

A. Air Samples

One set of air samples was collected from inside the hot water heater closet along with one additional outside air sample set collected from the rear which was used for comparison purposes. The air samples were collected from the following locations:

1. F-01-ABC, this sample was collected outside for comparison.
2. F-02-ABC, this sample was collected in the hot water heater closet. When compared to the outside sample, this sample set showed elevated counts of *Alternaria, Aspergillius Penicillium spores, and Ulocladium.* All of these counts were detected on the particulate cassettes and not on the cultures, confirming that all mold present in the area appears to be dormant and hasn't had contact with a water source for an extended amount of time.

VIII. Conclusions and Recommendations

It should be noted that the information and conclusions within this report are based solely on the effects of the microbial contamination to the structure itself and should not be utilized to equate any physical symptoms or illness to the analytical results presented. Any concerns regarding possible health effects should be directed to a health care professional.

In addition, KING CONSULTANTS, INC. acknowledges the limitations of the sampling methodology in terms of absolute numerical valuations of microbial content encountered within the structure at the time of each limited sample collection.

Based upon the visual inspection, empirical microbiological and direct read instrument data analysis, KING CONSULTANTS, INC. forms the following conclusions:

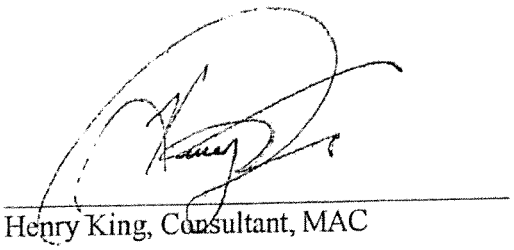
CONCLUSIONS

Due to the elevated counts of spores detected on the Air-O-Cell, and due to the visible mold growth found behind the cabinet, the following recommendations are made.

RECOMMENDATIONS

- Work should be completed in the water heater closet in accordance with the work protocol.

All above work should be completed under a written water damage protocol with clearance sampling completed at the conclusion of the remediation work.



Henry King, Consultant, MAC

I. Introduction

KING CONSULTANTS, INC. will give a brief overview of the owner and facility to be inspected.

II. Scope of Services

The Scope of Services included in the Evaluation consisted of the following:

- Onsite interview
- Visual inspection of accessible areas
- Limited sample collection event
- Report documenting the findings of the evaluation
- Conclusions and Recommendations

III. General Building Description

A general description of the facility and historical background that leads the owner to believe that there could be a mold problem.

IV. Historical Background Information

Any information regarding weather related issues or leaking pipes that could be the associated with the mold issues.

V. Visual Observations

The inspector will observe the facility and note any visible mold growth or discolorations that could be associated with a mold problem.

VI. Sample Methodology

A. Air Samples

Air samples are collected on Zefon® Air-O-Cell™ cassettes for analysis via a microscopic screen. Culture plates are collected with an N-6 impactor: Potato Dextrose or Malt Extract Agar is used for analysis of culturable fungi and Tryptic Soy Agar with 5% sheep blood is used for analysis of culturable bacteria. Air-O-Cell samples are collected at a rate of approximately 15 liters per minute for approximately 5 minutes. The culturable samples are collected at a rate of approximately 28.3 liters per minute for approximately 3 minutes.

VII. Interpretation of Findings

Refer to Appendix I for specific counts of particular sample results.

A. Air Samples

Air samples will be cataloged and described; ie. Areas where samples were taken, time and date each sample was taken. The sample results will be attached for the owners' information.

VIII. Conclusions and Recommendations

It should be noted that the information and conclusions within this report are based solely on the effects of the microbial contamination to the structure itself and should not be utilized to equate any physical symptoms or illness to the analytical results presented. Any concerns regarding possible health effects should be directed to a health care professional.

In addition, KING CONSULTANTS, INC. acknowledges the limitations of the sampling methodology in terms of absolute numerical valuations of microbial content encountered within the structure at the time of each limited sample collection.

Based upon the visual inspection, empirical microbiological and direct read instrument data analysis, KING CONSULTANTS, INC. forms the following conclusions:

CONCLUSIONS

Conclusions are based on sample results and the consultant will give his professional advice if there is a problem to be addressed. This will include consulting with a remediation company or other professional company to assist with mold cleanup.

Project Name & Location	Year Completed	Owner & Representative	Project Description	Project Manager
Fire Station Airport Fire Station Lubbock, Texas 79403	2014	City of Lubbock TJ Carpenter, Coordinator PO Box 2000 Lubbock, Texas 79457 806-775-3078	Initial limited mold assessment with mold and bacteria samples; mold remediation protocol for water damaged area; follow-up mold sampling with mold and bacteria samples; Final report with clearance	Henry King Jace Hassoldt
Fine Arts Building Rooms 107A, 108, 306, and 303 304 Administration Drive Denton, Texas 76204	2014	Texas Woman's University Don Strickland, Director, Design & Construction Services PO Box 425619 Denton, Texas 76204 940-898-3156	Limited mold assessment with sampling of all affected areas	Jace Hassoldt
Residence 2316 Senisa Trail San Angelo, Texas 76903	2014	San Angelo Housing Authority Roy Martin, Programs Manager 420 East 28th Street San Angelo, Texas 76903 325-486-3382	Limited mold assessment with sampling of all affected areas including mold and bacteria swabs	Henry King Bobby Allen
Labor and Delivery and Sleep Laboratory 1501 South Coulter Street Amarillo, Texas 79106	2014	North West Texas Hospital Phyllis Riles, CFO 1501 South Coulter Street Amarillo, Texas 79106 806-354-1000	Limited mold assessment and sampling with report of findings, water damage remediation protocol for mold, follow-up mold sampling with report of findings and clearance	Henry King Jace Hassoldt
Commercial Building 5009 Frankford Avenue; Suites	2014	Alliance Realty Services Tom McSpadden, Designated Broker 6306 Iola Avenue; Suite 200	Limited mold assessment with sampling for mold and bacteria; re-	Jace Hassoldt Henry King

500 & 600 Lubbock, Texas 76424	Lubbock, Texas 79424 806-789-7313	sampling additional areas of concern; final report with recommendations

TJ Carpenter
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79403
(806) 775-3078-4874

Phyllis Riles
Northwest Texas Hospital
1501 South Coulter Street
Amarillo, TX 79464
(806) 354-1000

Bill Craft
Lubbock Independent School District
1628 19th Street
Lubbock, Texas 79401
(806) 766-1126

Josh Minor
Hurst-Euless-Bedford I.S.D.
1849 Central Drive
Bedford, TX 76022
(817) 283-4461

Arturo Granado
Reeves County Sheriff
P.O. Box 910
Pecos, Texas 79772
(432) 445-4901

John Seaton
City of San Angelo
72 West College Avenue
San Angelo, Texas 76903
(325) 657-4359

Don Strickland
Texas Woman's University
1200 Frame Street
Denton, TX 76204
(940) 898-3169

Tom McSpadden
Alliance Realty Services
6306 Iola Ave, Ste 200
Lubbock, TX 79424
(806) 789-7313

Jeffrey Snyder
City of Plainview
901 Broadway
Plainview, Texas 79072
(806) 296-1100

Kathy White
University of Texas Dallas
PO Box 830688
Richardson, TX 75083-6088
(972) 883-2113

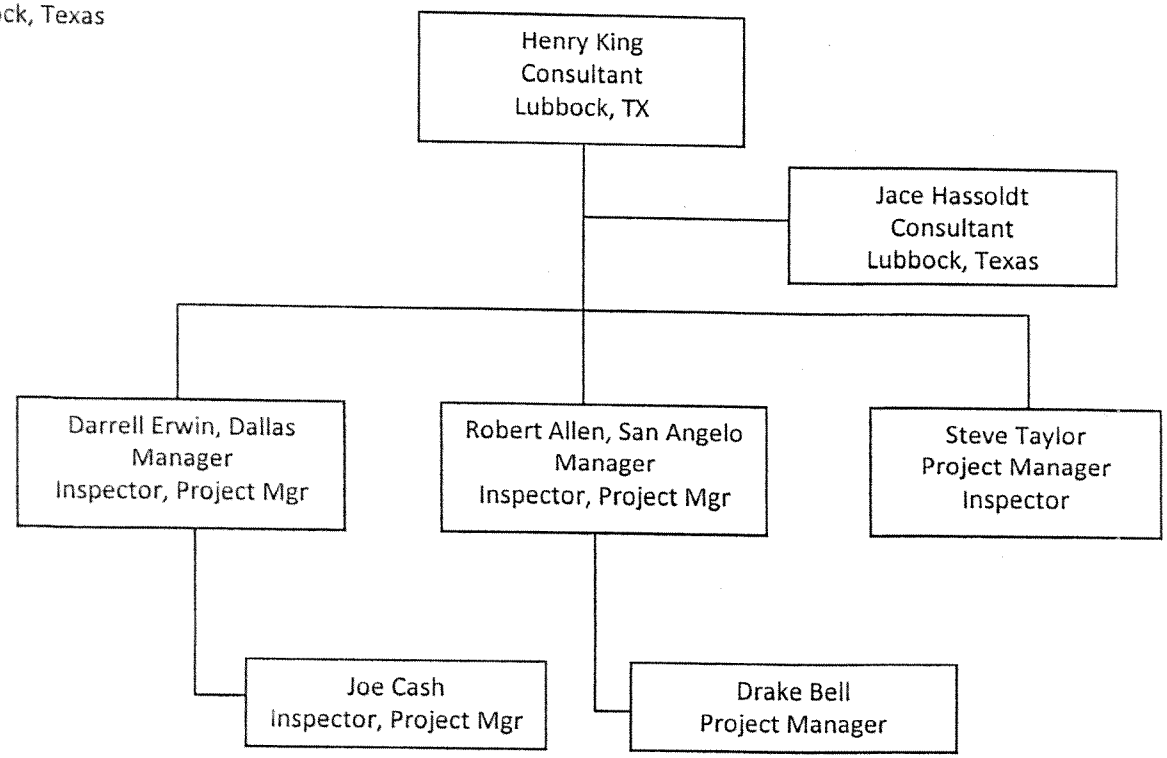
John Burnett
Incentivize Enterprises LLC
7 Warwick
Odessa, Texas 79765
(432) 366-4145

Tran Nguyen
Veterans Administration
6010 Amarillo Blvd West
Amarillo, Texas 79106
(806) 355-9703 x 7607

Principals and amount of time for the City of Lubbock projects

1. Henry King 25%
2. Jace Hassoldt 50%
3. Bobby Allen 25%

King Consultants, Inc.
1205 East 46th Street
Lubbock, Texas



HENRY KING
Title: Consultant

Henry started King Construction in 1972 doing residential and commercial remodeling and new construction. During the preceding 30 years he incorporated his business and it evolved into primarily environmental consultation and remediation. Through the differing experiences that he has gained Henry has become an apt problem solver. His clients range from a major international defense contractor to medical facilities, universities, public schools, major industries, commercial property owners, developers and residential clients. He has extensive experience in project planning and project managing on multi million dollar projects for schools, hospitals and commercial property owners. In addition to the personal experience gained he has an extensive list of professionals that can be called upon when the need arises.

Experience includes:

- General Contractor on residential, institutional and commercial projects
- Contractor for thermal insulation on mechanical systems
- Consultant to the Governors energy office for energy conservation in public schools
- Project Planner and Project Manager for major construction projects
- Microbial Evaluation and remediation design, project managing and re-construction at conclusion of remediation.
- Asbestos inspections, management planning and consulting, asbestos project design, project management and design and managing of re-construction following abatement projects
- Hazardous waste identification, clean-up design and remediation
- Lead inspections, project design and project management for remediation
- Environmental Site Assessments for commercial and industrial clients

License and Certifications

- TDSHS Asbestos Consulting Agency License
- TDSHS Asbestos Consultant License
- TDSHS Asbestos Inspector License
- TDSHS Asbestos Management Planners License
- TDSHS Project Managers License
- TDSHS Air Monitoring License
- TDSHs Air Monitoring Laboratory License
- NIOSH 582 Certification
- TDSHS Mold Consultant License
- TDSHS Lead Risk Assessor and Inspector License
- Phase I Environmental site Assessment ASTM E1527
- Indoor Air Quality Inspector Certification
- Indoor Environmentalist Certification
- Member of AIHA Proficiency Analytical Testing Program since 1988

Jace Hassoldt
Title: Consultant

Jace Hassoldt has been with King Consultants for four years. Since joining King Consultants Jace has gained valuable experience in the environmental field.

Licenses and Certifications

- TDSHS Consultant License # 105759
- TDSHS Air Monitor License # 706540
- TDSHS Asbestos inspector License #602984
- TDSHS Mold Assessment Technician License #MAT1064
- TDSHS Lead Abatement Project Designer License #2090071
- TDSHS Lead Risk Assessor License #2070933
- EPA Lead License

Experience includes:

- Project managing of construction projects for commercial and institutional clients.
- Asbestos project planning and managing
- Inspection for Asbestos containing building material in structures
- Mold Assessment in various public institutions.

References

- Texas Woman's University
  Don Strickland
  940-898-3456

- University of Texas Dallas
  William Parr
  972-883-2113

BOBBY ALLEN
Title: Operations Officer – San Angelo, Texas

Bobby graduated from Angelo State University in 1970 with a BBA and in 1972 with a MAT. He was the director of transportation for San Angelo ISD from 1969 to 1981. Bobby served the grounds director for San Angelo ISD from 1981-1990. From 1990 – 2002 he worked as the executive director of maintenance and facilities for San Angelo ISD. Since retirement in July of 2002 he has been working with King Consultants in the capacity of San Angelo Branch Manager.

Experience includes:

- Project managing of construction projects for commercial and institutional clients.
- Asbestos project planning and managing
- Remediation of industrial contaminated sites
- Asbestos inspections

Licenses and Certifications

- TDSHS Project Managers License
- TDSHS Air Monitor License
- TDSHS Asbestos Inspector License
- TDSHS Lead Assessor License
- TDSHS Mold Assessor License
- EPA Lead License

Assurance to the City of Lubbock

King Consultants, Inc assures the City that we will to the best of our knowledge, information and belief, be cognizant of, comply with, and enforce, where applicable and to the extent required, all applicable federal or state statures and local ordinances including, but not limit to the Davis-Bacon Federal minimum wage requirements.

Errors and Omissions

King Consultants, Inc handles all errors and omissions on an individual basis. Errors or omissions are handled personally by Mr. King and discussed with the owner. Our goal is to fix the error or omission before a problem occurs.

Disclosure posing any potential conflict of interest

King Consultants, Inc currently works with the Facilities Management Division of the City of Lubbock with Wes Everett and TJ Carpenter. We do not believe that any work that we conduct with the Facilities Management Branch of the City of Lubbock will pose any conflict of interests on projects conducted with the Purchasing and Contract Management Departments of the City of Lubbock.

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. 12000 for mold consulting services, per ITB 14-11953-MA, by and between the City of Lubbock and Environmental Service Agency, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

vw:ccdocs/RES.Contract-Environmental Service Agency
August 13, 2014

City of Lubbock, TX
Mold Consulting Services
Agreement

This Service Agreement (this "Agreement") is entered into as of the 28th day of August, 2014, ("Effective Date") by and between **Environmental Services Agency,** (the Contractor),and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 14-11953-MA, Mold Consulting Services.

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

WHEREAS, Contractor desires to perform as an independent contractor to provide Mold Consulting Service as the Secondary Contractor, 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 – Fee Schedule
4. Exhibit C – Insurance Requirements
5. Exhibit D – Offerors Proposal

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 C attached 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.

1.3 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.

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

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

CITY OF LUBBOCK, TX:

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:

Mitch Satterwhite, First Assistant City Attorney

Contractor:

Contractor's Signature

Tina Sanders
Printed Name

President
Title

Exhibit A

CITY OF LUBBOCK, TEXAS
RFP 14-11953-MA
Mold Consulting Services

II. GENERAL REQUIREMENTS

1 INTENT

a) The City of Lubbock (hereinafter called "City") is seeking proposals from interested firms and individuals, (hereinafter called "Proposer") to provide Mold Consulting Services. Mold Consulting Services shall be provided on an "as needed" basis without a minimum quality of work specified. The City is interested in securing the most qualified firm/personnel to perform the required services.

b) Offerors are invited to submit demonstrated competence and qualifications of their firm for providing these services.

c) The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.

2 PROJECT DESCRIPTION

Mold Consulting Services including but no limited to:

- ☐ Assessment of public facilities for the presence of mold
- ☐ Development of removal specifications for mold and mold contaminated material
- ☐ Development of mold management plans
- ☐ Management and monitoring of mold abatement jobs
- ☐ Training

Other duties as requested.

Submittals. Submit a single copy of a sample of the following documents for review:

- ☐ Mold Assessment Report
- ☐ Mold Management Plan
- ☐ Mold Remediation Protocol (mold remediation work analysis)
- ☐ Mold Removal and Oversight Final Report
- ☐ Post - Remediation Assessment and Clearance Report and Final Status Report
- ☐ Indoor Environmental Quality Assessment Report
- ☐ Protocol to be used during Indoor an Environmental Quality Assessments
- ☐ Protocol to be used during a Mold Assessment
- ☐ Protocol to be used in creating a Mold Management Plan
- ☐ Protocol to be used in a Mold Post Remediation Assessment

3. FEE SCHEDULE

Fee Schedule should include, at a minimum, rates for the following personnel:

- ☐ Licensed Mold Assessment Consultant
- ☐ Licensed Air Monitoring Technician
- ☐ Technician

Records

a) Records shall be kept in the office of the Consultant for a period of not less than five (5) years and shall be made available to the CITY for inspection and copying upon reasonable request.

Ownership of Documents

a) All documents, including original drawings, estimates, specifications, field notes and data are property of OWNER. CONSULTANT may retain reproducible copies of drawings and other documents.

4. CONTRACT

a) This is a one year contract with the option to renew for four additional one year periods.

5 EXPERIENCE

A. The offeror shall provide the following information.

a) Experience evaluating and designing Mold Consulting projects.

b) The number of years in business.

c) Professional affiliations.

d) Recent examples of abatement projects.

B. Consultant(s) assigned by the offeror shall specialize in Mold Consulting. This experience shall be documented in a resume for each staff member of the organization that will work on the project.

The offeror shall briefly describe the firm's experience and qualifications to deliver the requested services. The offerors' description shall also describe the proposed staffing level required to perform the services and a list of all key members of the offeror's team (except administrative support staff) and any consultant who will be committed to the project. Indicate the level of effort and function of each member of the project, and the length of each staff member's direct experiences. Prepare organization structure to show how the key members will be involved.

C. Include resumes of these individuals. The resumes should include the following minimum information:

a) Name

b) An explanation of the function they will perform and their title by classification.

c) Their relevant educational background.

d) Their relevant work experience.

e) Their work experience with local, state and federal government clients.

f) Any specialized skills, training, and/or credentials that is relevant to the required services; (e.g., degrees, certificates, etc).

Exhibit B

CITY OF LUBBOCK, TEXAS
RFP 14-11953-MA
Mold Consulting Services

Fee Schedule

Fee Schedule	
Fee Schedule should include, at a minimum, rates for the following personnel:	a) Standard / Overtime Hourly Rates :
1) Licensed Mold Assessment Consultant	1) $ 100.00/ 150.00
2) Licensed Air Monitoring Technician	2) $ 70.00 / 105.00
3) Technician	3) $ 70.00/ 105.00
4) Written Protocol	4) $ 560.00
5) Bulk Samples 24 hour turnaround 72 hour turnaround	5) $ 44.00 33.00

Name of company: Environmental Services Agency

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(S) 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):

TYPE	AMOUNT
General Liability	
Commercial General Liability	$1,000,000
General Aggregate	
Products-Comp/Op AGG	
Personal & Adv. Injury	
Contracutal Liability	
Pollution	$1,000,000
General Aggregate	
	$1,000,000
Automotive Liability	
Any Auto	
Workers Compensation	Statutory Amounts
Or Employer's Liability	

The City of Lubbock shall be named as additional insured on Auto/General Liability on a primary and non-contributory basis with a waiver of subrogation in favor of the City on all coverage's. All copies of the Certificates of Insurance shall reference the contract number for which the insurance is being supplied. Copies of endorsements are required.

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 insured, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

f. All copies of the Certificates of Insurance shall reference the contract 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 & 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.

Management Philosophy and Procedures

Philosophy, Methodology, Standards

Environmental Services Agency, L.L.C. (ESA) philosophy seeks to understand the needs of the client for each specific project. There is not a "one size fits all" approach that works for every project. Our philosophy seeks to incorporate client needs with regard to unique project conditions; analyze how to best accomplish the project goal; then design a solution that is mutually agreeable, meets the client's needs, successfully accomplishes the project, while maintaining regulatory compliance. The client's needs for the project is incorporated into our philosophy and then re-enforced through feed-back to help the client understand any legal or regulatory requirements that must be met to accomplish stated project goals and potential risks associated with alternative actions. ESA's methodology is designed to carry out our philosophy. We propose specific actions that will accomplish the project goal and present the solution to the client for consideration. Criteria questioned by the client are examined and re-evaluated to determine if and what other course of action may be applicable to specific projects along with how the actions may interface with regulatory or institutional requirements. Changes to project goals and scopes of work are then incorporated into the understanding of how to best meet the needs of the client while ensuring regulatory compliance. During projects client requirements are examined for regulatory compliance and fulfillment of scope of work for that specific project throughout the course of the project and following substantial completion to ensure client goals have been met. Client requested criteria are considered in conjunction with stated goals for the project and impact on integrated functions from other disciplines as well as compliance with regulations and institutional requirements.

Most Pertinent Considerations

Under a multiple work order style contract, it is anticipated that each work order will have its own unique design and construction schedule based on:

- Project goal
- Tasks involved to accomplish the stated goal
- Other concurrent interacting or conflicting projects
- Desired construction window
- Potential Alternates or Change Orders generated
- Required activities to accomplish necessary tasks
- Availability/relocation of various utilities (including time frame and costs)
- Federal, State, and local regulatory requirements and operational objectives including approvals (i.e. notifications/amendments, waste manifesting, type of contamination and development/building codes, etc.)
- Other constraints based on the stakeholders understanding and expectations for each work order

Ray D. Anderson Community Corrections Facility Project

Location: Brownfield, Texas

Current Client Information:

Susie Vincent
Probation Officer
Ray D. Anderson Community Corrections Facility
613 E. Bynum Ln.
Brownfield, TX 79316
(806) 637-2671
svincent@terrycounty.org

- **Dates of Services:** May 2014 – June 2014
- **Project Price:** $16,338.00
- **Project Details:** A mold assessment and asbestos inspection of the facility were conducted. Results of the assessment and inspection were provided to the client. After further discussion with the client a remediation protocol was prepared and delivered to the client and a remediation contractor. Work was performed and after substantial completion clearance assessment and testing were performed. Additional cleaning and clearance was performed. Following clearance a letter of findings was prepared and delivered to the client along with a certificate of mold damage remediation.
- **Project delivery approach:** Project delivery approach is General Contractor.
- **Personal Experience of Personnel Involved:** Aaron Adams assisted with the work under the direct supervision of Charles Cannon a licensed Mold Assessment Consultant. Further assistance was provided by Terry Adams also a licensed Mold Assessment Consultant, in services for the project.
- **Project Status:** Project was completed within the scheduled time frame and within budget.

Atmos Energy Project

Location: Lubbock, Texas

Current Client Information:

Russell Campbell
Manager Information Technology
Atmos Energy
5110 80th St.
Lubbock, TX 79424
(806) 548-1154
russell.campbell@atmosenergy.com

- **Dates of Services:** February 2014 – June 2014
- **Project Price:** $13,600
- **Project Details:** A mold assessment and asbestos inspection of the facility were conducted. Results of the assessment and inspection were provided to the client. After further discussion with the client a remediation protocol was prepared and delivered to the client and a remediation contractor. Work was performed and after substantial completion clearance assessment and testing were performed. Additional cleaning and clearance was performed. Following clearance a letter of findings was prepared and delivered to the client along with a certificate of mold damage remediation.
- **Project delivery approach:** Project delivery approach is General Contractor.
- **Personal Experience of Personnel Involved:** Aaron Adams assisted with the work under the direct supervision of Charles Cannon a licensed Mold Assessment Consultant. Further assistance was provided by Terry Adams also a licensed Mold Assessment Consultant, in services for the project.
- **Project Status:** Project was completed within the scheduled time frame and budget.

Big Spring State Hospital Project

Location: Big Spring, Texas

Current Client Information:

Marilyn Clark
Facilities Director
Big Spring State Hospital
1901 N Hwy 87
Big Spring, TX 79720
(432) 268-7359
marilyn.clark@dshs.state.tx.us

- **Dates of Services:** July 2013 – August 2013
- **Project Price:** $6,216.00
- **Project Details:** A mold assessment and lead-based paint inspection of the facility were conducted. Results of the assessment and inspection were provided to the client. After further discussion with the client a remediation protocol was prepared and delivered to the client and a remediation contractor. Work was performed and after substantial completion clearance assessment and testing were performed. Additional cleaning and clearance was performed. Following clearance a letter of findings was prepared and delivered to the client along with a certificate of mold damage remediation.
- **Project delivery approach:** Project delivery approach is General Contractor.
- **Personal Experience of Personnel Involved:** Aaron Adams and Charles Cannon assisted with the work under the direct supervision of Terry Adams a licensed Mold Assessment Consultant, in services for the project.
- **Project Status:** Project was completed within the scheduled time frame and budget.

Coulter Baptist Church Project

Location: Lubbock, Texas

Current Client Information:

Traci Rogers
Staff
Coulter Baptist Church
4108 S. Coulter St
Amarillo, TX 79109
(806) 676-2792
trogers@coulterbc.com

- **Dates of Services:** February 2012 thru December 2012
- **Project Price:** $16,338.00
- **Project Details:** A mold assessment and asbestos inspection of the facility were conducted. Results of the assessment and inspection were provided to the client. After further discussion with the client a remediation protocol was prepared and delivered to the client and a remediation contractor. Work was performed and after substantial completion clearance assessment and testing were performed. Additional cleaning and clearance was performed. Following clearance a letter of findings was prepared and delivered to the client along with a certificate of mold damage remediation.
- **Project delivery approach:** Project delivery approach is General Contractor.
- **Personal Experience of Personnel Involved:** Aaron Adams and Charles Cannon assisted with the work under the direct supervision of Terry Adams a licensed Mold Assessment Consultant, in services for the project.
- **Project Status:** Project was completed within the scheduled time frame.

Schwans Home Service, Inc. Project

Location: Pampa, Texas

Current Client Information: Randy Fox
C/O Schwans Shared Service, LLC
115 West College Drive
Marshall, MN 56258
(507) 537-8394

- **Dates of Services:** November 2011 to May 2012
- **Project Price:** $6,657.00
- **Project Details:** A mold assessment and asbestos inspection of the facility were conducted. Results of the assessment and inspection were provided to the client. After further discussion with the client a remediation protocol was prepared and delivered to the client and a remediation contractor. Work was performed and after substantial completion clearance assessment and testing were performed. Additional cleaning and clearance was performed. Following clearance a letter of findings was prepared and delivered to the client along with a certificate of mold damage remediation.
- **Project delivery approach:** Project delivery approach is General Contractor.
- **Personal Experience of Personnel Involved:** Aaron Adams and Charles Cannon assisted with the work under the direct supervision of Terry Adams a licensed Mold Assessment Consultant, in services for the project.
- **Project Status:** Project was completed within the scheduled time frame

City of Lubbock Godeke Library Project

Location: Lubbock, Texas

Current Client Information:

Wes Everett
Director of Facilities Management
City of Lubbock
1625 13th St., Suite L08
Lubbock, TX 79457
(806) 775-2275
weverett@mylubbock.us

- **Dates of Services:** Fall 2008 thru Spring 2009
- **Project Budget:** Undetermined
- **Project Details:** Mold assessment conducted due to health complaint of an employee. Upon assessment some visible mold was observed. Temperature, humidity, and wetness readings were assessed for a large portion of the building. Conditions appeared present for potential large scale mold amplification. Recommendations were made to city staff to vacate the building and to remove materials prior to more destructive assessments. Further assessment revealed significant mold growth on walls underneath vinyl wall coverings. Reports were issued to the city along with recommendations for remediation. City determined the building was to be demolished.
- **Project delivery approach:** Project delivery approach is General Contractor.
- **Personal Experience of Personnel Involved:** Aaron Adams and Charles Cannon assisted with the work under the direct supervision of Terry Adams a licensed Mold Assessment Consultant, in services for the project.
- **Project Status:** Project was completed within the scheduled time frame and budget.

REFERENCES

1. **Wes Everett**
   Director of Facilities Management
   City of Lubbock
   (806) 775-2275
   weverett@mylubbock.us

2. **Marilyn Clark**
   Facilities Director
   Big Spring State Hospital
   (432) 268-7359
   marilyn.clark@dshs.state.tx.us

3. **Susie Vincent**
   Probation Officer
   Ray D. Anderson Community Corrections Facility
   (806) 637-2671
   svincent@terrycounty.org

4. **Russell Campbell**
   Manager Information Technology
   Atmos Energy
   (806) 548-1154
   russell.campbell@atmosenergy.com

5. **Traci Rogers**
   Staff
   Coulter Baptist Church
   (806) 676-2792
   trogers@coulterbc.com

6. **Randy Fox**
   C/O Schwan's Shared Service, LLC
   (507) 537-8394
   randy.fox@schwans.com

7. **Eric Mays**
   General Manager
   Blackmon Mooring
   (806) 353-3558
   emays@bmsmanagement.com

Project List Description

Included in this section are two project lists. Both lists of projects are partial and represent the personal work of one or more of Environmental Services Agency's key staff.

The first list is a partial list of projects for only the City of Lubbock. One or more of our key staff were involved with each project listed.

The second list is a partial list of projects for a broad range of clients that represent comparable projects in which one or more of ESA's key staff were involved. Projects listed in bold type in this list are projects performed under ESA.

72	**City of Lubbock**	**OMNI, CURRENT CONTRACT, FIELD WORK IN PROGRESS**	**ASB**
71	**City of Lubbock**	**EDDIE DIXON STUDIO, WAITING ON COUNCIL APPROVAL**	**ASB**
70	**City of Lubbock**	**FIRESTATION 10**	**ASB**
69	City of Lubbock	HEALTH DEPARTMENT ASBESTOS ABATEMENT	ASB
68	City of Lubbock	FIRESTATION 9	ASB
67	City of Lubbock	FIRESTATION 1	ASB
66	City of Lubbock	1708 CRICKETS AVE.	ASB
65	City of Lubbock	SENIOR CITIZEN'S CENTER	ASB
64	City of Lubbock	9902 MILWAUKEE	ASB
63	City of Lubbock	2112 E 29TH LEAD BASED PAINT INSPECTION	LEAD
62	City of Lubbock	2736 E 3RD LEAD BASE PAINT INSPECTION	LEAD
61	City of Lubbock	512 E 32ND LEAD BASE PAINT INSPECTION	LEAD
60	City of Lubbock	3401 E. 16TH	LEAD
59	City of Lubbock	3417 E. BATES	LEAD
58	City of Lubbock	3310 E. 16TH	LEAD
57	City of Lubbock	1918 E. AUBURN	LEAD
56	City of Lubbock	2619 PARKWAY DRIVE	LEAD
55	City of Lubbock	2009 LEAD INSPECTIONS	LEAD
54	City of Lubbock	GOEDEKE LIBRARY IAQ	IAQ
53	City of Lubbock	MACKENZIE PARK ASBESTOS ABATEMENT	ASB
52	City of Lubbock	4TH STREET 2 TRACTS ESA	ENV
51	City of Lubbock	COMMUNITY CENTER ASBESTOS ABATEMENT	ASB
50	City of Lubbock	SOLID WASTE DEPARTMENT ASBESTOS INSPECTION	ASB
49	City of Lubbock	LEAD INSPECTION 4505 17TH	LEAD
48	City of Lubbock	LEAD INSPECTION 2123 2ND PLACE	LEAD
47	City of Lubbock	LEAD INSPECTION 4216 E. 61ST	LEAD
46	City of Lubbock	LEAD INSPECTION 115 E. TULANE	LEAD
45	City of Lubbock	LEAD INSPECTION 314 Ave. T	LEAD
44	City of Lubbock	LEAD INSPECTION 511 N. FLINT	LEAD
43	City of Lubbock	LEAD INSPECTION 2506	LEAD
42	City of Lubbock	LEAD INSPECTION 2316 47TH	LEAD
41	City of Lubbock	CITY OF LUBBOCK LEAD INSPECTION	LEAD
40	City of Lubbock	CITY BANK AUDITORIUM ASBESTOS INSPECTION	ASB
39	City of Lubbock	MUNI SQUARE ASBESTOS ABATEMENT	ASB
38	City of Lubbock	HEALTH DEPARTMENT ASBESTOS ABATEMENT	ASB
37	City of Lubbock	LP&L AIR MONITORING	ASB
36	City of Lubbock	OLD COUNCIL CHAMBERS ASBESTOS ABATEMENT	ASB
35	City of Lubbock	7451 19TH ASBESTOS INSPECTION	ASB
34	City of Lubbock	515 N. ZENITH	LEAD

33	City of Lubbock	REGIS STREET PARK ABATEMENT	ENV
32	City of Lubbock	REGIS ST HOUSES	ASB
31	City of Lubbock	MUNI COURT ABATE	ASB
30	City of Lubbock	1504 E. BROADWAY ASB	ASB
29	City of Lubbock	OLD POLICE ACADEMY ASB ABATE	ASB
28	City of Lubbock	OLD CAGLE STEAK HOUSE	ESA
27	City of Lubbock	100-300 N. UNIVERSITY ASB INSP	ASB
26	City of Lubbock	9020 W. 19 & MILWAUKEE ESA LEAD	ESA
25	City of Lubbock	GARAGE ASB ABATE	ASB
24	City of Lubbock	MUNI SQUARE ABATE	ASB
23	City of Lubbock	SENIOR CITIZENS ASB ABATE	ASB
22	City of Lubbock	MAHON UNFINISHED BASEMENT	ASB
21	City of Lubbock	111 SLATON HWY J&R ELECTRONICS	ESA
20	City of Lubbock	66TH ST 4 LOTS ESA	ESA
19	City of Lubbock	SLIDE ROAD HOUSE ASB LEAD	LEAD
18	City of Lubbock	82ND HOUSES ESA	ESA
17	City of Lubbock	CITY HALL 2 FLOOR RENO ABATE	ASB
16	City of Lubbock	HEALTH DEPT FLOOR TILE ABATE	ASB
15	City of Lubbock	MAHON ASB ABATE	ASB
14	City of Lubbock	POLICE DEPT EMER BASEMENT ASB	ASB
13	City of Lubbock	2028 2ND ESA	ESA
12	City of Lubbock	3103 BATES ESA	ESA
11	City of Lubbock	MAHON LIBRARY RETUNR AIR MOD	ENG
10	City of Lubbock	10200 SLIDE ROAD ASB/LEAD INSP	ASB
9	City of Lubbock	MUNI SQ JAIL CELLS TSI ABATE	ASB
8	City of Lubbock	SR CITIZEN CENTER ABATEMENT	ASB
7	City of Lubbock	MUNI SQUARE MUNI COURT	ASB
6	City of Lubbock	3314 A GRINNELL LEAD INSP	ASB
5	City of Lubbock	CITY ATTORNEYS OFFICE MASTIC	ASB
4	City of Lubbock	CEMETARY FLOOR TILE SAMPLE	ASB
3	City of Lubbock	LHA ASB ABATE	ASB
2	City of Lubbock	LP&L MUNI HILL TSI ABATE	ASB
1	City of Lubbock	EOC FLOOR TILE ABATE	ASB

PORTALES	BORDEN PEANUT	BORDEN PEANUT HANDLER	IAQ
Lubbock	Dewey Short	DEWEY SHORT HOME	IAQ
IAQ	VARIOUS	MOLD INSPECTIONS	IAQ
LEVELLAND	ISD	MOLD REMEDIATION	IAQ
Lubbock	STEVE FANNIN	3217 66TH MOLD	IAQ
BROWNFIELD	BRENDA HOWARD	705 S. C MOLD ASB REMEDIATION	IAQ
AMARILLO	ISD	MOLD INVESTIGATION	IAQ
Lubbock		IAQ- Mold	IAQ
Lubbock	Cheryl D'Cruz	3626b 50th Asb and Mold Inso	Env/IAQ
Lubbock	ALC	2046 46th Lubbock Mold	IAQ
Wolfforth	Don Noble	Noble Residence Mold	IAQ
Lubbock		2503 74th, Ste 200 IAQ	IAQ
Lubbock		Metro Tower IAQ/ASB Insp	IAQ
Lubbock	Wayland Plaza	IAQ	IAQ
Levelland	South Plains College	IAQ	IAQ
Lubbock	City of	6601 Quaker IAQ	IAQ
Lubbock		Goedeke Library IAQ	IAQ
Plainview	Wayland Baptist University	IAQ	IAQ
Lubbock		Shalaby IAQ	IAQ
Lubbock	City of	3318 Jarvis--Mold IAQ	IAQ
Shallowater	Birge	Mold IAQ	IAQ
Wolfforth	ABC Bank	IAQ	IAQ
15219 Joliet Hale Mold Insp	Mold Insp.		IAQ
1st St Bank Mold Insp Miami	Mold Insp.		IAQ
Calvary Baptist Church	Basement Water Damage Clearance		IAQ
Jeff Burnett	6810 79th Street		IAQ
(MHBG) McClesky, Harriger, Brazill & Graff, LLP	MHBG		IAQ
Schwan's Home Service	Blackmon Schwan's		IAQ
Studio and Crew, Inc (Kay Pruitt)	5319 69th		IAQ
TTUHSC	310 40th Street		IAQ
TTUHSC	Dallas Pharmacy		IAQ
United Supermarkets, Inc.	United Brownfield		IAQ
	United Brownfield (Pharamcy)--		IAQ

	United Brownfield (Entire Store)--		IAQ
	3rd. Round Testing		IAQ
	4th. Round Testing		IAQ
Carpet Tech	1614 & 1616 Mac Davis Lane		IAQ
Meadow ISD	Meadow ISD Teacherage		IAQ
(PRMC) Pampa Regional Medical Center	PRMC		IAQ
13006MQI	Coulter Rd Baptist Church	Coulter Rd. BC mold inspection	
13008MQI (2)	Coulter Rd Baptist Church	Coulter Rd. BC Mold air sampling	
12009MQI	Bob Galatas	Texan Hotel Panhandle	
13010MQI	Wayland Baptist University	1609 W. 7th mold inspection	
13011MQI	Wayland Baptist	1609 W. 7th asb inspection	
13012MQP	Coulter Rd Baptist Church	Coulter Rd. BC Mold protocol/clearance	
13013MQI	Plainview Country Club	Plainview Country Club Mold Insp	
13025MQI	Wayland Baptist University	Four building Mold Insp	
13027MQI	Coldwell Banker	201 Cottonwood, Levelland, Texas	
13029MQP	Big Spring State Hospital	BSSH Swimming Pool & Res 528	
13041MQI	Lane Miller	Secure care 3814 West Amarillo Blvd.	
13046MQI	Big Brothers/Sisters	10 SW 3rd Mold	
13050MQP	BMS/WTAMU	Jarrett Hall Mold	
13053MQP	SecurCare	Secure care 3814 West Amarillo Blvd.	
13067MQI	Michael Koenning	1300 Jefferson Drive Plainview, TX 79072	
13072MQP	Acme Brick	1508 Erskine Rd	
13092MQI	Blackmon Mooring	City of Canyon Library	
13095MQI	CW Cattle Co.	4931 FM 809	
13108MQI	Bourland & Leverich	Bourland & Leverich	
13109MQI	JB Fluid Services	1302 Hobbs Highway, Seminole	
13115MQP	1st United Methodist	1st United Methodist Lubbock	
13123MQI	Coca Cola	701 South Lincoln, Amarillo, TX	
13125MQI	Seminole Memorial Hospital	209 NW 8th Street # 8	

14014MQI	Blackmon Mooring	5110-80th ATMOS	
14014MQI	Blackmon Mooring	5110-80th ATMOS	
14015MQP	Blackmon Mooring	5110-80th ATMOS	
14025MQP	Ray D. Anderson Corectional Facility	Ray D. Anderson Corectional Facility	
14040MQI	Randi Skelton	717 W Aspen., Crosbyton	
14047MQI	Page Watkins	1313 Borger Street, Plainview	

Principals and Company Organization

Environmental Services Agency (ESA) was founded by Tina and Rob Sanders after many hours of visits with the key staff forming the backbone of ESA. The company was formally registered with the State Comptroller's office in November of 2012. Work officially began at the company in December of 2012.

Tina and Rob Sanders form the administrative core of ESA. They are responsible for all contract administration, billings, payables, and accounting for the company. As such they would be one hundred percent involved in the contract with the City of Lubbock. Additionally, Rob Sanders would be involved in any required meetings with City of Lubbock Project Managers involved for work under the proposed contract, such as administrative, insurance, project planning or progress meetings, and resolution of issues, if any.

Our key staff, consisting of Terry Adams, Charles Cannon and Aaron Adams have been instrumental in providing the same and similar services to not only the City of Lubbock, but other major clients over the past seventeen plus years. Other governmental and institutional clients currently served by our staff include Texas Tech University, Texas Tech University Health Sciences Center, Wayland Baptist University, South Plains College and University Medical Center. Commercial clients have included Tao Development/Tao Real Estate of Lubbock, Capstone Real Estate Investments of Birmingham, Alabama and several architectural and engineering firms from the Lubbock area. ESA's team is very familiar with project management, inspections, design for abatement, remediation, and air monitoring experience. Based on the broad spectrum and depth of experience we recommend the following procedures to keep projects on schedule, assure continuous client contact and flow of information, and accelerate projects when needed:

- As-needed coordination and scheduling meetings with the City's designated Project Manager or Contract Manager and our Project Manager [Frequency to be based on individual work orders and/or time critical nature of various work orders]. Meetings can be accomplished via conference call or in person as necessary to adequate communication to accomplish the project goals.
- Other City facilities staff and/or stakeholders may also be invited to meetings to expedite decisions and build consensus in a timely manner.
- Internal consultant team coordination/scheduling meeting prior to the City meetings, generally the day before.

Minutes of Coordination Meeting will be distributed in a timely manner to consultant team, designated City Contract Manager, and other City designated staff/stakeholders. This memo will primarily highlight any project specific issues with recommended solutions, schedule or, scope of work changes and other decisions pertinent to success of each individual project.

Subcontractor Information

Environmental Services Agency, L.L.C. (ESA) intends to use J3Resources and R2M Engineering, LLP as subcontractors. ESA has used J3Resources as our primary lab for asbestos analysis for many years. ESA has had a six plus year history of affiliation with individuals now working at R2M Engineering, LLP with approximately two years of history with R2M Engineering since its' acquisition of the former Benton and Associates in Lubbock, Texas. Both J3Resources and R2M Engineering are certified Historically Underutilized Businesses (HUBs) through the Texas Comptroller's office.

LABORATORY SERVICES

Involvement of lab services is highly dependent on each specific project. Inspections, for example, may consist of up to 30% of total project costs solely for lab analysis of samples. This number can change significantly due to the type of project and analysis needed. Projects such as abatement may involve 0% for lab analysis.

J3Resources
6110 W. 34th Street
Houston, Texas 77092
Office: 713-290-0221
Fax: 713-290-0248
Contact: Mr. Lee Poye
lpoye@j3resources.com
www.j3resources.com

J3 Resources is certified as a Top 20% Performer by Dun & Bradstreet's Open Ratings.
HUB Certificate Number: 1760660662600
National Women's Business Enterprise Certification: WBENC #241189

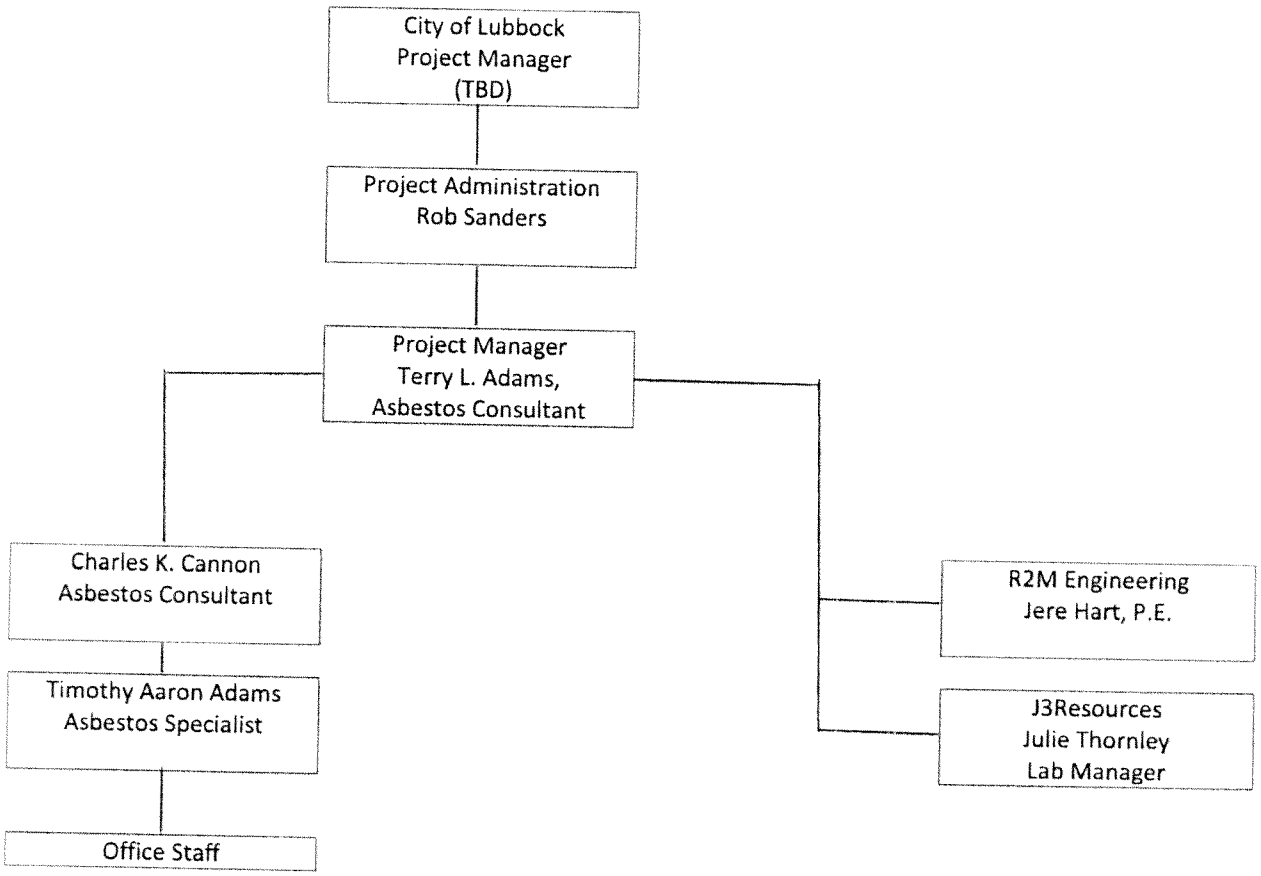
CADD and ENGINEERING SERVICES

CADD and engineering services likewise vary with the scope of the project. On smaller projects this may mean only CADD services may be utilized at maybe 5% or less. On large demolition projects; however, it is possible that the percent of the total contract may approach 20%-30%.

R2M Engineering
5012 50th Street, Ste., 204
Lubbock, TX 79414
Office: 806-783-9944
Fax: 806-783-9966
Contact: Mr. John Rantz, Executive Vice President
JRantz@R2Meng.com
www.R2Meng.com

HUB Certificate Number: 1453307568600

ORGANIZATIONAL CHART



Compliance Assurance

Environmental Services Agency (ESA) assures the City of Lubbock that services will be, to the best of our knowledge and understanding, provided in compliance with federal, state and local, statutes, laws, rules and ordinances. It is a high priority that ESA provide such services to our clients with such assurance. It is our belief that clients hire ESA due to our depth of knowledge and understanding of the rules and applicable laws which enable us to find the best scenario for compliance while accomplishing project goals for each project. It is not uncommon for projects to contain unique challenges which require an approach that is not generated through a "cookie cutter" mentality.

To ensure our compliance the staff of ESA participate in both formal and informal training and quality assurance programs. Formal participation in quality assurance begins with annual refresher trainings provided by an independent third party and participation in the American Industrial Hygiene Association's (AIHA) Proficiency Analytical Testing (PAT) program. Informal training to ensure quality and compliance is advanced by our staff's participation and reviews of relevant topics from outside groups within the industry including but not limited to the American Standards for Materials and Testing (ASTM) and the Asbestos Professional's Network discussions on linkedin.

Errors and Omissions
aka
Quality Assurance / Quality Control Procedures

Errors and omissions can occur during any stage of a project. However, it is Environmental Services Agency's belief that errors and omissions can be held to a minimum or eliminated by working to include quality assurance and control procedures through the use of Standard Operating Procedures (SOPs) as one of the pillars of ever project undertaken.

Through the use of (SOPs) the methods by which a project is conducted are uniform resulting in performance that is highly similar regardless of the licensed person performing the work. Because ESA has and follows SOPs our consistency is very high resulting in a minimum of errors or omissions.

Further, through the creation and adherence to the use of SOPs Quality Assurance and Control, in ESA's opinion, is properly placed at the beginning of each project. The SOP allows ESA to identify potential concerns by comparing the SOP to our understanding of the goal to be accomplished, the client's needs/expectations for the project, and the proposed schedule for the project. By instituting quality assurance at the front of the project, design specifications can be tailored to any job identifying potential issues that may arise and providing recommended actions to avoid the issue. When considering projects, factors which potentially affect quality can be anticipated and removed by way of planning and implementation that effectively isolates and removes potentially negative factors. Quality assurance has been utilized in work on previous projects by conducting site visits where needed prior to project to identify unique job requirements and planning for quality through interviews with the assigned project manager. Project specifications are then prepared to provide integrated efforts within the parameters set for the project by the client. Upon completion of properly defining a projects scope of work inspection, design, or other work documents can be properly prepared and included at the beginning of the project rather than attempting to morph a improperly prepared plan into compliance, which can open the potential for errors.

Changes in a project once work is underway should likewise be evaluated as soon as practicable to ensure compliance with the planned project approach. Changes to any portions of scope may negatively impact the project unless there is a plan in place at the outset of the project of how such changes should be incorporated into the work.

Disclosure Statements

Environmental Services Agency, L.L.C. is not aware of and has no knowledge of any conflicts of interest involving ESA or its staff with the City of Lubbock, should we be awarded this contract.

Environmental Services Agency, L.L.C. is not aware of and has no knowledge of any person currently employed by it that also serves on any City board, council or commissions appointed by the City.

Environmental Services Agency, L.L.C., has one current contract for asbestos services with the City of Lubbock which, in our belief, is not a conflict of interest, but rather in compliance with the apparent intent of this RFP. ESA believes that the current contract will be completed prior to award of contract for this RFP.

Neither ESA or its staff is aware of or has any knowledge of conflicts of interest, service, appointments, or contracts existing with the City of Lubbock for any of ESA's proposed sub-contractors or consultants.

Environmental Services Agency, L.L.C. does not have any outstanding legal issues or claims against it in connection with the current Scope of Work/Specifications or other Scope of Work/Specifications undertaken in the last five (2) years.

Environmental Services Agency, L.L.C. affirms that no official or employee of the Company, and no member of any commission, committee, board or corporation controlled or appointed by the Company has already received, in connection with or related in any way to this contract, or has been promised, in the event this contract is awarded to the firm, any commission, finder's fee or other thing of value.

Environmental Services Agency, L.L.C. cannot identify any official of or employee of the Company who, has reason to believe, would or may be financially affected, whether affirmatively or negatively, and whether personally or through a spouse or other family member, if this contract were awarded to Environmental Services Agency.

Local Resource and Growth Stimulation

One of Environmental Services Agency (ESA) core beliefs is that we have a duty not only to our company but to the community we serve to foster growth and provide opportunity. ESA is committed to the belief that by helping others we inevitably lift ourselves and our company to a higher level of service.

Community involvement is demonstrated in our need for quality floor plans drawn for most of the projects we undertake, whether an inspection or abatement. Sample locations are uniquely shown in the quality floor plans provided in our inspection reports. Scope of work drawings are included in our abatement design specifications. These qualities are enhanced by the use of CADD generated floor plans provided by R2M Engineering. Through our long term relationship we have developed a cooperative spirit that has assisted both companies in growth goals.

Additional use of local companies has been taken to develop and maintain IT services, website creation and marketing materials for the company. Other opportunities appear to exist to develop and use local businesses for services needed on a regular basis. Our company is committed to remain open to the development and use of local businesses that further both companies needs and growth.

ESA remains vigilant to explore any opportunity that may hold promise for win-win scenarios in business. Further, our company desires to find new or as yet undeveloped opportunities to provide outreach in the Lubbock community.

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

Meeting Date: 08/28/2014

Information

Agenda Item

Resolution - Facilities: Consider two resolutions authorizing the Mayor to execute contract 11951 with Kings Consultants Inc, and contract 12002 with Compliance Sampling and Analysis, Inc., for Asbestos Consulting Services, RFP 14-11951-MA.

Item Summary

The contracts will provide asbestos consulting services on an as-needed basis for City facilities. Awarding two contracts will ensure that a contractor can be scheduled for services in a timely manner.Five proposals were received from the following contractors and ranked as follows:

Contractor	Score
Kings Consultants Inc. of Lubbock, TX	14.6
Compliance Sampling and Analysis, Inc. of Lubbock, TX	14.2
Grimes & Associates of Lubbock, TX	11.4
Environmental Services Agency of Lubbock, TX	10.4
Terracon Consultants, Inc. of Lubbock, TX	10.0

An evaluation committee independently reviewed the proposals using the following criteria: Experience in completing similar projects (20%), Demonstrated knowledge and understanding of the project (20%), Qualifications and demonstrated design skill appropriate to this project and the technical capabilities and professional competence of the Proposer and assigned personnel (20%), Substantial capability to meet schedules and deadlines as well as the capability to complete projects without having major cost escalations, change orders or overruns (20%), Record of performance based on previous work with the City and/or other client references (10%), and Cost (10%).

Staff recommends contract award to Kings Consultants Inc. of Lubbock, Texas as the Primary Contractor and Compliance Sampling and Analysis, Inc. of Lubbock, Texas as the Secondary Contractor. The contracts are awarded by hourly rate. The term of the contract is for one year with the option to renew for four additional one year periods.

Fiscal Impact

Funds are available through individual department operating budgets.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager/Chief Information Officer

Attachments

King Reso and Contract

Resolution & Contract - Compliance Sampling and Analysis, Inc.

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11951 for asbestos consulting services, by and between the City of Lubbock and King Consultants, 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:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

vw:ccdocs/RES.Contract-King Consultants, Inc.
August 13, 2014

City of Lubbock, TX
Asbestos Consulting Services
Agreement

This Service Agreement (this "Agreement") is entered into as of the 28th day of **August, 2014**, ("Effective Date") by and between **King Consultants, Inc.** (the Contractor),and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 14-11951-MA, Asbestos Consulting Services.

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

WHEREAS, Contractor desires to perform as an independent contractor to provide Asbestos Consulting Service as the Primary Contractor, 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 - Fee Schedule
4. Exhibit C - Insurance Requirements
5. Exhibit D - Offerors Proposal

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 C attached 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.

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.

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

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

CITY OF LUBBOCK, TX:

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:

Mitch Satterwhite, First Assistant City Attorney

Contractor:

Contractor's Signature

Steve Hossfeld

Printed Name

Consultant

Title

Exhibit A

CITY OF LUBBOCK, TEXAS
RFP 14-11951-MA
Asbestos Consulting Services

II. GENERAL REQUIREMENTS

1 INTENT

a) The City of Lubbock (hereinafter called "City") is seeking proposals from interested firms and individuals, (hereinafter called "Proposer") to provide Asbestos Consulting Services. Asbestos Consulting services shall be provided on an "as needed" basis without a minimum quality of work specified. The work shall include the provision of "turn-key" asbestos Consulting services for the City. The City is interested in securing the most qualified firm/personnel to perform the required services.

b) Offerors are invited to submit demonstrated competence and qualifications of their firm for providing these services.

c) The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.

2 PROJECT DESCRIPTION

A. Testing

a) The inspection of the properties for asbestos-contain materials.

b) All work shall be performed in strict accordance with Texas Department of State Health Services (TDSHS) rules and requirements for asbestos related Consulting service by personnel approximately licensed by TDSHS .

c) Services related to National Emission Standards for Hazardous Air Pollutants (NESHAP) compliance should be considered priority issues.

d) The evaluation and selection of appropriate asbestos abatement methods and project layout;

e) The review of environmental controls, abatement procedures for personal protection employed during the project;

f) Consultation regarding compliance with various regulations and standards;

g) The evaluation and selection of appropriate asbestos abatement methods and project layout.

h) Within thirty (30) days following completion of field activities, provide a final report (one original and one copy) which includes the purpose(s), summary of results, conclusion, recommendations, summary of dates in table form, field notes, methodologies, sample data sheets, laboratory reports and/or other appropriate data.

B. Project Process

a) The designing of asbestos abatement projects which is the creating and writing of specifications and development of drawing for the abatement of asbestos for the demolition projects. The City may require the Consultant to prepare the entire bid package which includes the plans, specifications, and contract documents or quotes. Make revisions at the City's request.

b) The Consultant will be required to attend all Pre-Bid Conferences to explain the specifications and answer questions. Consultant will be required to bring all the bidders to each location to show contractors what is required.

C. Construction

a) The Consultant will be responsible to meet with the contractor and have a pre-construction meeting.
b) During the project the Consultant will be responsible for monitoring the contractor while work is being done. Must make sure the area is secure and take air samples.
c) Consultation regarding compliance with various regulations and standards.
d) Recommendations for abatement options.
e) Any inspection, management planning, air monitoring, or project management.
f) Project site investigation.

D. Records

a) Records shall be kept in the office of the Consultant for a period of not less than five (5) years and shall be made available to the CITY for inspection and copying upon reasonable request.

E. Ownership of Documents

a) All documents, including original drawings, estimates, specifications, field notes and data are property of OWNER. CONSULTANT may retain reproducible copies of drawings and other documents.

F. CONTRACT

a) This is a one year contract with the option to renew for four additional one year periods.

3 PROJECT PRICE

A. **Small Projects**

a) Small Projects with a combined amount of asbestos containing materials equal to or less than one hundred sixty (160) square feet of surface area, two hundred sixty (260) linear feet of pipe length or one (1) cubic yard of material. Subject materials shall be isolated to one specific work area.

B. **Large Projects**

b) Large Project with a combined amount of asbestos containing materials equal to or greater than one hundred sixty (160) square feet of surface area, two hundred sixty (260) linear feet of pipe length or one (1) cubic yard of material.

C. **Analytical Related Fees/Charges**

a) **ASBESTOS AIR SAMPLES** – Phase Contract Microscopy (PCM)
   i. 3-day, in-lab
   ii. 24-hour, in-lab
   iii. 2- hour, in-lab

b) **ASBESTOS AIR SAMPLES** – Transmission Electron Microscopy (TEM)
   i. 24-hour, in-lab

c) **ASBESTOS BULK MATERIALS SAMPLES** – Polarized Light Microscopy (PLM)
   i. 3-day, in-lab

ii. 24-hour, in-lab

3 LABOR RATES

Labor rates shall represent complete hourly labor rate including taxes, benefits, overhead, profit, etc. Labor rates shall represent standard rates, NOT overtime (premium) rates. Rate provided shall be applicable to hourly rate regardless of minimum charge.

a) State the standard hourly rate and overtime hourly rate for the following:

1) Individual Consultant
2) Inspector
3) Inspector Assistant
4) Air Monitoring Technician (include five (5) 24-hour, in-lab PCM samples per work shift

b) State the minimum number of hours and minimum hourly charge per call-out/site visit for the following:

1) Asbestos Consultant
2) Inspector
3) Project Manager
4) Air Monitoring Technician (include five (5) 24-hour, in-lab PCM samples per work shift

c) State the hourly rate for Report Development/Preparation as required.

4 EXPERIENCE

A. The offeror shall provide the following information.

a) Experience evaluating and designing asbestos abatement projects.
b) The number of years in business.
c) Professional affiliations.
d) Recent examples of abatement projects.

CITY OF LUBBOCK, TEXAS
RFP 14-11951-MA
Asbestos Consultant Services

Exhibit B

PROJECT PRICE SHEET

PROJECT PRICE	
A. **Small Projects** a) Small Projects with a combined amount of asbestos containing materials equal to or less than one hundred sixty (160) square feet of surface area, two hundred sixty (260) linear feet of pipe length or one (1) cubic yard of material. Subject materials shall be isolated to one specific work area.	$ 650.00
B. **Large Projects** b) Large Project with a combined amount of asbestos containing materials equal to or greater than one hundred sixty (160) square feet of surface area, two hundred sixty (260) linear feet of pipe length or one (1) cubic yard of material.	$ 650.00 /day
C. **Analytical Related Fees/Charges** a) **ASBESTOS AIR SAMPLES** – Phase Contract Microscopy (PCM) iv. 3-day, in-lab v. 24-hour, in-lab vi. 2- hour, in-lab	a) $ 0
b) **ASBESTOS AIR SAMPLES** – Transmission Electron Microscopy (TEM) ii. 24-hour, in-lab	b) $ 75.00 /each
c) **ASBESTOS BULK MATERIALS SAMPLES** – Polarized Light Microscopy (PLM) iii. 3-day, in-lab iv. 24-hour, in-lab v.	c)$ 20.00 /each 25.00 /each
4 **LABOR RATES** Labor rates shall represent complete hourly labor rate including taxes, benefits, overhead, profit, etc. Labor rates shall represent standard rates, NOT overtime (premium) rates. Rate provided shall be applicable to hourly rate regardless of minimum charge.	
a) State the standard hourly rate and overtime	70.00 85.00 a) Standard / Overtime Hourly

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(S) 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):

TYPE	AMOUNT
General Liability	
Commercial General Liability	$1,000,000
General Aggregate	
Products-Comp/Op AGG	
Personal & Adv. Injury	
Contracutal Liability	
Pollution	$1,000,000
General Aggregate	$1,000,000
Automotive Liability	
Any Auto	
Workers Compensation	Statutory Amounts
Or Employer's Liability	

The City of Lubbock shall be named as additional insured on Auto/General Liability on a primary and non-contributory basis with a waiver of subrogation in favor of the City on all coverage's. All copies of the Certificates of Insurance shall reference the contract number for which the insurance is being supplied. Copies of endorsements are required.

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 insured, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

f. All copies of the Certificates of Insurance shall reference the contract 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 & 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.

King Consultants
Environmental

It is our pleasure to present King Consultants, Inc. an environmental consulting firm specializing in environmental consulting services. King Consultants is a Texas corporation with our headquarter office in Lubbock and branch offices in Dallas and San Angelo. We have field technicians throughout the state of Texas. King Consultants, Inc is a HUB certified corporation.

The staff at King Consultants consists of highly trained, licensed, and professional personnel that are committed to providing our customers with the best quality service delivered in a timely manner. Due to our broad range of experience and field trained personnel; King Consultants is capable of responding to a variety of projects in a diligent and efficient manner.

At King Consultants we will provide the same quality service to all clients regardless of project size. We take great pride in the services we provide. Our service market includes commercial, industrial, and institutional clients throughout the United States. We are committed to completing all projects on schedule while maintaining continued control of quality and safety. Each project we undertake is manned according to the scheduling constraints and needs of our clients.

In addition, the professional project management techniques we have developed enable us to provide timely, precise and accurate information to our clients. We have a consistent record of completing projects on time and within budget.

At King Consultants we share the public's concern about effects of environmental pollutants on public health, and the inherent liabilities associated with the presence of these materials in your facility. At the same time, we are conscious of the costs associated with environmental remediation projects and are dedicated to providing our clients with prompt, quality, professional services with emphasis of the most practical and effective solution.

Our extensive history affords our clients the knowledge and experience necessary to comprehensively address their needs. At King Consultants we are committed to making sure that each client, upon project conclusion, is completely satisfied.

King Consultants provides our staff with continued educational programs to insure that we provide the latest innovations and most cost effective techniques. Our commitment to quality service and dedication to providing cost effective solutions has allowed us to grow to become recognized leaders in our industry. King Consultants has over one hundred combined years of environmental, construction and management experience on staff.

Description of Project Methodology

I. Inspection/Survey

- Utilize Texas-licensed individuals, as required by the Texas Department of State Health Services (TDSHS), to conduct inspection and sampling on all facilities as directed by the Owner.
- Conduct sampling of each suspect material in a random manner in accordance with TDSHS recommended protocol.
- Quantify (square/linear feet) all materials into homogeneous areas
- Review any existing asbestos surveys or inspections
- Preparation of Chain of Custody for shipping of bulk samples to an independent laboratory.

II. Laboratory Analysis

- Utilize independent licensed and accredited laboratory, licensed by the TDSHS and accredited by National Voluntary Laboratory Accreditation Program (NVLAP)
- Analysis by Polarized Light Microscopy (PLM) using Environmental Protection Agency (EPA) Method 600
- Certified report of all analytical results to coincide with Chain of Custody.

III. Report

- Utilize Texas-licensed Consultant, as required by the Texas Department of State Health Services (TDSHS), to prepare report
- Utilize Texas-licensed Consultant or Management Planner, as required by the Texas Department of State Health Services (TDSHS), to prepare an Operations and Maintenance Plan (O&M)
- Provide homogeneous area report that includes Asbestos Containing Building Materials (ACBM), condition of materials, quantity of materials and estimated abatement cost.
- Provide information describing all Government, State and Local laws as they apply to ACBM.

I. PROJECT DESIGN/SPECIFICATIONS

- Utilize licensed/accredited individuals to design asbestos abatement specifications.
- Prepare drawings of project areas for inclusion in specifications.
- Conduct site reviews/inspection as necessary to design project and prepare specifications.
- Prepare bid documents for the project.

II. PROJECT ADMINISTRATION/COMPLIANCE MONITORING

- Act as Owner's full time project representative throughout the abatement project and coordinate project with all staff.
- Conduct pre-construction conference with selected Contractor prior to beginning work.
- Utilize licensed/accredited individuals to conduct full-time monitoring of the activities of the Contractor throughout the project.
- Coordinate activities of Contractor, General Contractor, Construction Management Team, air monitoring technicians, etc., required for the project.
- Help insure compliance with all state and Federal laws regulating asbestos abatement/demolition projects.
- Document project activities for Owner's records.
- Review, verify and approve Applications for payment from the Contractor prior to payment by Owner.
- Evaluate all bids received from Abatement Contractors.
- Review Abatement Contractor's pre and post job submittals.
- Review required ten (10) day notificatio

III. AIR MONITORING ACTIVITIES

- Utilize NIOSH-582 trained and licensed/accredited individuals to collect air samples.
- Complete detailed daily air sampling analytical sheet showing location, volume, and other pertinent data for each air sample.
- Collection and archiving of PCM baseline samples for project documentation and contractor's reference prior to beginning project.
- Collection and analysis by a licensed/accredited laboratory of PCM area samples included with full-time project administration.
- Collection of PCM final clearance samples as required by all regulatory agencies.
- Review and/or interpretation of analysis results.
- Collection and preparation of appropriate documentation for Owner's records.

Project Name & Location	Year Completed	Owner & Representative	Project Description	Project Manager
Landwer Party House 2525 Cesar E. Chavez Drive Lubbock, Texas 79415	2013	City of Lubbock Wes Everett, Director of Facilities 1625 13th Street Lubbock, Texas 79457 806-775-3000	Complete asbestos inspection of entire building with sampling of homogenous areas. Identifications of all asbestos containing material with amounts and locations. Specifications for abatement of asbestos material Project managing/air monitoring for asbestos abatement	Steve Taylor Henry King
Guinn Residence Hall 420 University Drive Denton, Texas 76209	2014	Texas Woman's University Don Strickland, Director, Design & Construction Services PO Box 425619 Denton, Texas 76204 940-898-3156	Complete asbestos inspection of entire building with sampling of homogenous areas Identification of all asbestos containing material with amounts and locations Specifications for abatement of asbestos material Project managing/air monitoring for asbestos abatement	Darrell Erwin Jace Hassoldt
Hutchinson Junior High School	2013	Lubbock Independent School District	Complete asbestos inspection of	Henry King Bobby Allen

3102 Canton Avenue Lubbock, Texas 79401		Bill Craft, Executive Director 1628 19th Street Lubbock, Texas 79401 806-219-0220	entire facility with sampling of homogenous areas Identification of all asbestos containing material with amounts and locations Specifications for abatement of asbestos material Project managing/air monitoring for asbestos abatement Clearance sampling per TEM	
All Facilities 6200 College Avenue Snyder, Texas 79549	2012	Western Texas College Mike Thornton, Chief Operations Officer 6200 College Avenue; Building 2, Room 114A Snyder, Texas 79549 325-574-6572	Complete asbestos inspection of all homogenous areas Quantities and locations for all asbestos containing material AHERA management plan for all facilities	Henry King
Former Arby's #6208 3129 Knickerbocker Road San Angelo, Texas 76904	2014	Graco Real Estate Development Jake Seideman, Construction 2574 74th Street; Suite 201 Lubbock, Texas 79423 806-745-9718	Phase I Environmental Site Assessment Complete asbestos inspection of facility with homogenous area sampling Identification and drawing of existing buildings and locations of	Bobby Allen

Ron Lewis
City of San Angelo
P.O. Box 1751
San Angelo, Texas 76902
(915) 655-4874

Ron Childress
GRACO
PO Box 65207
Lubbock, TX 79464
806-748-1757

Bill Craft
Lubbock Independent School District
1628 19th Street
Lubbock, Texas 79401
(806) 766-1126

Allen Wolfe
Parkhill Smith & Cooper
4222 85th Street
Lubbock, TX 79423
(806) 473-2200

Bebo Martinez
Snyder Independent School District
2901 37th Street
Snyder, Texas 79549
(325) 573-2993

Don Strickland
Texas Women's University
1200 Frame Street
Denton, Texas 76204
(940) 898-3169

Bruce Cotgreave
Amarillo College
P.O. Box 447
Amarillo, Texas 79178
(806) 345-5565

Jay Halbert
Angelo State University
PO Box 11011
San Angelo, TX 76909
(915) 942-2355

Wes Evertt
City of Lubbock
PO Box 2000
Lubbock, TX 79457
806-775-2200

Randy Stephenson
Pampa ISD
321 West Albert
Pampa, TX 79065
(806) 669-4700

Tom Gore
Brenham I.S.D.
P.O. Box 1147
Brenham, TX 77834
(409) 277-6500

Josh Minor
Hurst-Euless-Bedford I.S.D.
1849 Central Drive
Bedford, TX 76022
(817) 283-4461

Jeffrey Snyder
City of Plainview
901 Broadway
Plainview, Texas 79072
(806) 296-1100

Supat Rachabong
University of Texas Dallas
PO Box 830688
Richardson, TX 75083-6088
(972) 883-2113

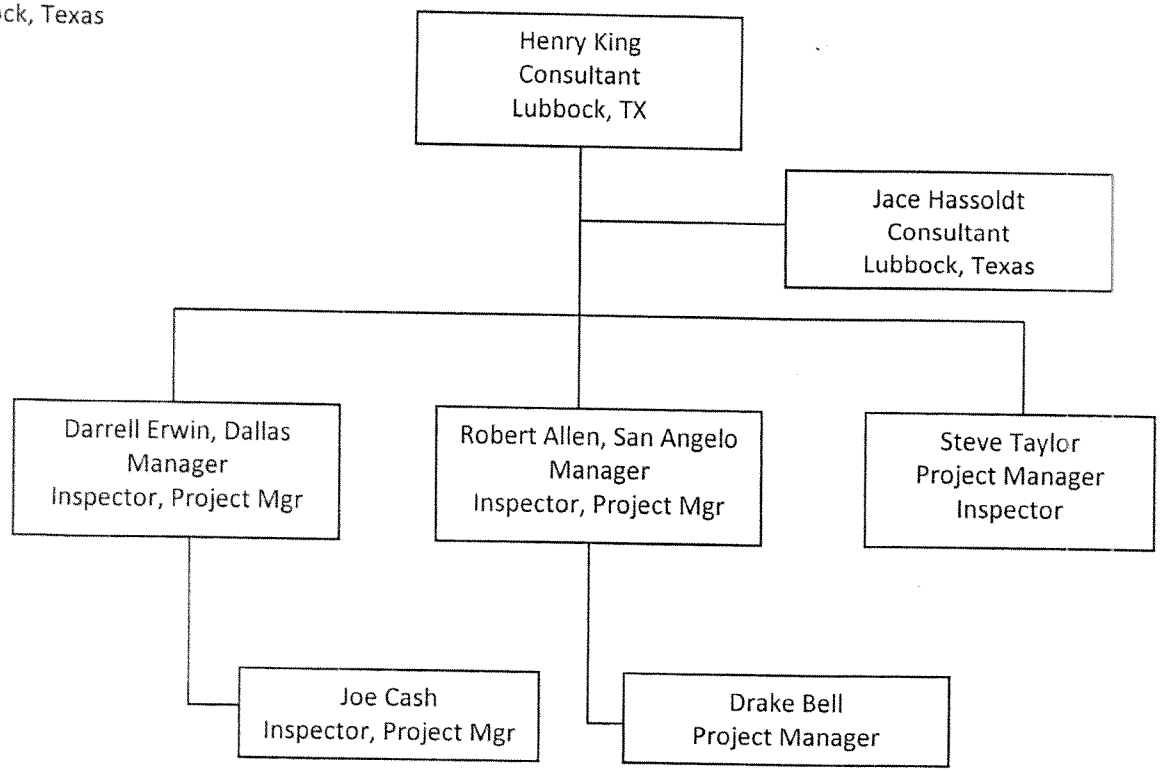
Principals and amount of time for the City of Lubbock projects

1. Henry King 25%
2. Jace Hassoldt 50%
3. Bobby Allen 25%

Other Professionals to be used in the City of Lubbock projects

None

King Consultants, Inc.
1205 East 46th Street
Lubbock, Texas



HENRY KING
Title: Consultant

Henry started King Construction in 1972 doing residential and commercial remodeling and new construction. During the preceding 30 years he incorporated his business and it evolved into primarily environmental consultation and remediation. Through the differing experiences that he has gained Henry has become an apt problem solver. His clients range from a major international defense contractor to medical facilities, universities, public schools, major industries, commercial property owners, developers and residential clients. He has extensive experience in project planning and project managing on multi million dollar projects for schools, hospitals and commercial property owners. In addition to the personal experience gained he has an extensive list of professionals that can be called upon when the need arises.

Experience includes:

- General Contractor on residential, institutional and commercial projects
- Contractor for thermal insulation on mechanical systems
- Consultant to the Governors energy office for energy conservation in public schools
- Project Planner and Project Manager for major construction projects
- Microbial Evaluation and remediation design, project managing and re-construction at conclusion of remediation.
- Asbestos inspections, management planning and consulting, asbestos project design, project management and design and managing of re-construction following abatement projects
- Hazardous waste identification, clean-up design and remediation
- Lead inspections, project design and project management for remediation
- Environmental Site Assessments for commercial and industrial clients

License and Certifications

- TDSHS Asbestos Consulting Agency License
- TDSHS Asbestos Consultant License
- TDSHS Asbestos Inspector License
- TDSHS Asbestos Management Planners License
- TDSHS Project Managers License
- TDSHS Air Monitoring License
- TDSHs Air Monitoring Laboratory License
- NIOSH 582 Certification
- TDSHS Mold Consultant License
- TDSHS Lead Risk Assessor and Inspector License
- Phase I Environmental site Assessment ASTM E1527
- Indoor Air Quality Inspector Certification
- Indoor Environmentalist Certification
- Member of AIHA Proficiency Analytical Testing Program since 1988

Jace Hassoldt
Title: Consultant

Jace Hassoldt has been with King Consultants for four years. Since joining King Consultants Jace has gained valuable experience in the environmental field.

Licenses and Certifications

- TDSHS Consultant License # 105759
- TDSHS Air Monitor License # 706540
- TDSHS Asbestos Inspector License #602984
- TDSHS Mold Assessment Technician License #MAT1064
- TDSHS Lead Abatement Project Designer License #2090071
- TDSHS Lead Risk Assessor License #2070933
- EPA Lead License

Experience includes:

- Project managing of construction projects for commercial and institutional clients.
- Asbestos project planning and managing
- Inspection for Asbestos containing building material in structures
- Mold Assessment in various public institutions.

References

- Texas Woman's University
  Don Strickland
  940-898-3456

- University of Texas Dallas
  William Parr
  972-883-2113

BOBBY ALLEN
Title: Operations Officer – San Angelo, Texas

Bobby graduated from Angelo State University in 1970 with a BBA and in 1972 with a MAT. He was the director of transportation for San Angelo ISD from 1969 to 1981. Bobby served the grounds director for San Angelo ISD from 1981-1990. From 1990 – 2002 he worked as the executive director of maintenance and facilities for San Angelo ISD. Since retirement in July of 2002 he has been working with King Consultants in the capacity of San Angelo Branch Manager.

Experience includes:

- Project managing of construction projects for commercial and institutional clients.
- Asbestos project planning and managing
- Remediation of industrial contaminated sites
- Asbestos inspections

Licenses and Certifications

- TDSHS Project Managers License
- TDSHS Air Monitor License
- TDSHS Asbestos Inspector License
- TDSHS Lead Assessor License
- TDSHS Mold Assessor License
- EPA Lead License

DARRELL ERWIN
Title: Operations Officer – Bedford, Texas

Darrell joined King Consultants, Inc. in April 2005. Darrell duties include project manager for all design build and construction projects, chief estimator and marketing manager. The experience gained while working for the federal government for twenty two years allows him to have ample understanding of the needs of King Consultants, Inc. client base. This experience also gives him a better than average understanding on how to work with the different branches of the federal government.

Experience includes:

- Supervisory Project Manager for the South Central Bureau of Prisons performing project management in the design build and construction of secure facilities for the Department of Justice.
- Project manager for the construction and renovation of Federal Prisons throughout the United States.
- Assisted in the design of secure facilities and performed project management from inception to completion.
- Design/build project manager for the Construction of the North Texas Federal Jail Facility located at 3150 Horton Rd. Fort Worth, Texas
- Design/Build Project manager for the Construction of the Regional Unicor Facility Bureau of Prisons South Central Region.
- Design/Build Project Manager for the Bureau of Prisons for the construction of all inmate Commissaries within the Bureau of Prisons. In all forty two Bureau of Prisons Facilities were constructed.
- IDQ contract asbestos and lead abatement—Corp. of Engineers
- Asbestos abatement contract—Veterans Administration
- Replacement roof – Bureau of Prisons
- Lead abatement and painting of bridge – Corp. of Engineers
- Abatement and industrial hygiene services – U.S. Air Force
- Demolition and abatement – U.S. Army

License and Certifications

- Asbestos Contractor/Supervisor training – UNT Denton, Texas
- TDSHS License – Asbestos Contractor/Supervisor
- TDSHS License – Lead Abatement Supervisor
- TDSHS License – Project Manager
- State of Louisiana Licensed--Asbestos Contractor/Supervisor
- State of Louisiana Licensed—Lead Abatement Supervisor
- U.S. Government Contracting Training
- U.S. Government Contracting Officers Technical Rep.
- U.S. Government Project Managers Training

Assurance to the City of Lubbock

King Consultants, Inc assures the City that we will to the best of our knowledge, information and belief, be cognizant of, comply with, and enforce, where applicable and to the extent required, all applicable federal or state statures and local ordinances including, but not limit to the Davis-Bacon Federal minimum wage requirements.

Errors and Omissions

King Consultants, Inc handles all errors and omissions on an individual basis. Errors or omissions are handled personally by Mr. King and discussed with the owner. Our goal is to fix the error or omission before a problem occurs.

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. 12002 for asbestos consulting services per ITB 14-11951-MA, by and between the City of Lubbock and Compliance Sampling and Analysis, 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:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

vw:ccdocs/RES.Contract-Compliance Sampling
August 13, 2014

City of Lubbock, TX
Asbestos Consulting Services
Agreement

This Service Agreement (this "Agreement") is entered into as of the 28th day of **August, 2014**, ("Effective Date") by and between **Compliance Sampling and Analysis** (the Contractor),and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 14-11951-MA, Asbestos Consulting Services.

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

WHEREAS, Contractor desires to perform as an independent contractor to provide Asbestos Consulting Service as the Secondary Contractor, 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 - Fee Schedule
4. Exhibit C - Insurance Requirements
5. Exhibit D - Offerors Proposal

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 C attached 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.

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.

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

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

CITY OF LUBBOCK, TX:

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:

Mitch Satterwhite, First Assistant City Attorney

Contractor:

Contractor's Signature

CLARK DELAVAN

Printed Name

PRESIDENT

Title

Exhibit A

CITY OF LUBBOCK, TEXAS
RFP 14-11951-MA
Asbestos Consulting Services

II. GENERAL REQUIREMENTS

1 INTENT

a) The City of Lubbock (hereinafter called "City") is seeking proposals from interested firms and individuals, (hereinafter called "Proposer") to provide Asbestos Consulting Services. Asbestos Consulting services shall be provided on an "as needed" basis without a minimum quality of work specified. The work shall include the provision of "turn-key" asbestos Consulting services for the City. The City is interested in securing the most qualified firm/personnel to perform the required services.

b) Offerors are invited to submit demonstrated competence and qualifications of their firm for providing these services.

c) The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.

2 PROJECT DESCRIPTION

A. Testing

a) The inspection of the properties for asbestos-contain materials.

b) All work shall be performed in strict accordance with Texas Department of State Health Services (TDSHS) rules and requirements for asbestos related Consulting service by personnel approximately licensed by TDSHS .

c) Services related to National Emission Standards for Hazardous Air Pollutants (NESHAP) compliance should be considered priority issues.

d) The evaluation and selection of appropriate asbestos abatement methods and project layout;

e) The review of environmental controls, abatement procedures for personal protection employed during the project;

f) Consultation regarding compliance with various regulations and standards;

g) The evaluation and selection of appropriate asbestos abatement methods and project layout.

h) Within thirty (30) days following completion of field activities, provide a final report (one original and one copy) which includes the purpose(s), summary of results, conclusion, recommendations, summary of dates in table form, field notes, methodologies, sample data sheets, laboratory reports and/or other appropriate data.

B. Project Process

a) The designing of asbestos abatement projects which is the creating and writing of specifications and development of drawing for the abatement of asbestos for the demolition projects. The City may require the Consultant to prepare the entire bid package which includes the plans, specifications, and contract documents or quotes. Make revisions at the City's request.

b) The Consultant will be required to attend all Pre-Bid Conferences to explain the specifications and answer questions. Consultant will be required to bring all the bidders to each location to show contractors what is required.

C. Construction

a) The Consultant will be responsible to meet with the contractor and have a pre-construction meeting.
b) During the project the Consultant will be responsible for monitoring the contractor while work is being done. Must make sure the area is secure and take air samples.
c) Consultation regarding compliance with various regulations and standards.
d) Recommendations for abatement options.
e) Any inspection, management planning, air monitoring, or project management.
f) Project site investigation.

D. Records

a) Records shall be kept in the office of the Consultant for a period of not less than five (5) years and shall be made available to the CITY for inspection and copying upon reasonable request.

E. Ownership of Documents

a) All documents, including original drawings, estimates, specifications, field notes and data are property of OWNER. CONSULTANT may retain reproducible copies of drawings and other documents.

F. CONTRACT

a) This is a one year contract with the option to renew for four additional one year periods.

3 PROJECT PRICE

A. **Small Projects**

a) Small Projects with a combined amount of asbestos containing materials equal to or less than one hundred sixty (160) square feet of surface area, two hundred sixty (260) linear feet of pipe length or one (1) cubic yard of material. Subject materials shall be isolated to one specific work area.

B. **Large Projects**

b) Large Project with a combined amount of asbestos containing materials equal to or greater than one hundred sixty (160) square feet of surface area, two hundred sixty (260) linear feet of pipe length or one (1) cubic yard of material.

C. **Analytical Related Fees/Charges**

a) **ASBESTOS AIR SAMPLES** – Phase Contract Microscopy (PCM)
   i. 3-day, in-lab
   ii. 24-hour, in-lab
   iii. 2- hour, in-lab

b) **ASBESTOS AIR SAMPLES** – Transmission Electron Microscopy (TEM)
   i. 24-hour, in-lab

c) **ASBESTOS BULK MATERIALS SAMPLES** – Polarized Light Microscopy (PLM)
   i. 3-day, in-lab

ii. 24-hour, in-lab

3 LABOR RATES

Labor rates shall represent complete hourly labor rate including taxes, benefits, overhead, profit, etc. Labor rates shall represent standard rates, NOT overtime (premium) rates. Rate provided shall be applicable to hourly rate regardless of minimum charge.

a) State the standard hourly rate and overtime hourly rate for the following:

1) Individual Consultant
2) Inspector
3) Inspector Assistant
4) Air Monitoring Technician (include five (5) 24-hour, in-lab PCM samples per work shift

b) State the minimum number of hours and minimum hourly charge per call-out/site visit for the following:

1) Asbestos Consultant
2) Inspector
3) Project Manager
4) Air Monitoring Technician (include five (5) 24-hour, in-lab PCM samples per work shift

c) State the hourly rate for Report Development/Preparation as required.

4 EXPERIENCE

A. The offeror shall provide the following information.

a) Experience evaluating and designing asbestos abatement projects.
b) The number of years in business.
c) Professional affiliations.
d) Recent examples of abatement projects.

CITY OF LUBBOCK, TEXAS
RFP 14-11951-MA
Asbestos Consultant Services

PROJECT PRICE SHEET

PROJECT PRICE	
A. Small Projects a) Small Projects with a combined amount of asbestos containing materials equal to or less than one hundred sixty (160) square feet of surface area, two hundred sixty (260) linear feet of pipe length or one (1) cubic yard of material. Subject materials shall be isolated to one specific work area.	$ Project Management $ 600.00 PER DAY Surveys 150.00
B. Large Projects b) Large Project with a combined amount of asbestos containing materials equal to or greater than one hundred sixty (160) square feet of surface area, two hundred sixty (260) linear feet of pipe length or one (1) cubic yard of material.	$ Undetermined Will prepare proposal.
C. Analytical Related Fees/Charges	
a) ASBESTOS AIR SAMPLES – Phase Contract Microscopy (PCM) iv. 3-day, in-lab v. 24-hour, in-lab vi. 2- hour, in-lab	a) $ All Samples $ 20.00
b) ASBESTOS AIR SAMPLES – Transmission Electron Microscopy (TEM) ii. 24-hour, in-lab	b) $ 75.00 Each
c) ASBESTOS BULK MATERIALS SAMPLES – Polarized Light Microscopy (PLM) iii. 3-day, in-lab iv. 24-hour, in-lab v.	c)$ All Samples $ 20.00
4 LABOR RATES Labor rates shall represent complete hourly labor rate including taxes, benefits, overhead, profit, etc. Labor rates shall represent standard rates, NOT overtime (premium) rates. Rate provided shall be applicable to hourly rate regardless of minimum charge.	
a) State the standard hourly rate and overtime	a) Standard / Overtime Hourly

hourly rate for the following: 1) Individual Consultant 2) Inspector 3) Inspector Assistant 4) Air Monitoring Technician (include five (5) 24-hour, in-lab PCM samples per work shift	Rates : 1) $ 75.00 / N/A 2) $67.50 / N/A 3) $67.50 / N/A. 4) $ 67.50 / SAMPLE N/C
b) State the minimum number of hours and minimum hourly charge per call-out/site visit for the following: 1) Asbestos Consultant 2) Inspector 3) Project Manager 4) Air Monitoring Technician (include five (5) 24-hour, in-lab PCM samples per work shift	b) Minimum Hours/Hourly Charge 1) $ 75.00 / 2) $ 67.50 / 3) $ 67.50 / 4) $ 67.50 /
c) State the hourly rate for Report Development/Preparation as required.	c) Hourly Rate Report 1) $ No charge

* Please see attached rate form.

Name of company: Compliance Sampling & Analysis Inc
CSA.

PROJECT PRICE SHEET / ADJUSTMENTS

CSA can and will bill for our services in any manner requested by the City of Lubbock.

We have used a process that has served us well and has been acceptable on all past projects. Our preferred method is to provide our clients with a proposal that includes a "not to exceed" amount for the work.

Our preferred method allows our clients to establish a budget for the project and know a total cost prior to beginning the project. Once we have set a budget, then we try to complete the project within the set budget or for a lesser amount.

Our proposed budget will including project meetings, consultant's time, report preparation and all close out documents.

We prefer this method over having a client receive a bill with unexpected additional costs for overtime, reports preparation, mileage charges, additional site visits, office overhead, etc.

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(S) 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):

TYPE	AMOUNT
General Liability	
Commercial General Liability	$1,000,000
General Aggregate	
Products-Comp/Op AGG	
Personal & Adv. Injury	
Contracutal Liability	
Pollution	$1,000,000
General Aggregate	$1,000,000
Automotive Liability	
Any Auto	
Workers Compensation	Statutory Amounts
Or Employer's Liability	

The City of Lubbock shall be named as additional insured on Auto/General Liability on a primary and non-contributory basis with a waiver of subrogation in favor of the City on all coverage's. All copies of the Certificates of Insurance shall reference the contract number for which the insurance is being supplied. Copies of endorsements are required.

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 insured, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

f. All copies of the Certificates of Insurance shall reference the contract 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 & 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.

ii. METHODOLOGY TO BE USED

CSA's approach to a project is quite simple. First and foremost we must meet the client's needs. Once we understand their needs it is our responsibility to perform the work in an effective and cost efficient manner.

We are fortunate to work with the City of Lubbock as you have trained and knowledgeable asbestos people in your facilities management department.

Working with the facilities management department on past projects, we are confident in their ability to provide CSA with the needed information and assistance to complete any and all project.

Our approach to all projects is to meet with the facilities management team and the department's representative to get an understanding of the total project and what they wish to accomplish. Once we have a clear understanding of the project we can then make our recommendations. With the support of the City's facility management team we can review any potential problems and correct them prior to or during the project as the need arises.

Often time projects require abatement of the asbestos materials during a planned renovation. CSA understands that the abatement is only part of the total project, and often the smallest portion. CSA strives to be a team player and work with the City of Lubbock representative(s), the general contractor, and abatement contractor to coordinate the total project.

CSA prides itself on the fact that we can provide a real service. We train our team to believe anything is possible with proper coordination and CSA's desire to succeed.

iii.SIMILAR PROJECTS AND CURRENT PROJECTS WITH MUNICIPALITIES

City of Lubbock Facilities Management GTE Building for Demolition:

Prepare cost estimate for abatement and project management for abatement
Project Manager: Bo DeLavan
Location; Lubbock, Texas
Estimated consultants fee: $1,250.00
Contact: TJ Carpenter COL asbestos coordinator 806.775. 2200
Currently in planning stage

City of Lubbock Facilities Management Baylor Avenue Apartment Complex.

Proposal for asbestos survey and project management for abatement
Project Manager: Clark DeLavan
Location; Lubbock, Texas
Estimated consultants fee: $7,800.00
Contact: TJ Carpenter COL asbestos coordinator 806.775.2200
Currently in planning stage

City of Amarillo Building Safety 4414 E. Amarillo Blvd Apartment Fire

Asbestos survey and design and project management for abatement
Project Manger: Clark DeLavan
Location: Amarillo, Texas
Estimated consultants Fees $7,600.00
Contact: Randy Schuster Building Safety 806.378.6258
Survey performed waiting approval for abatement 7.16.2014

CURRENT PROJECTS WITH LOCAL A&E FIRMS

Seminole Hospital Three Year Project for Addition and Renovations

Design of abatement projects and project management
Coordinate and scheduling of abatement with A&E firm and general contractor
Project Manager: Clark DeLavan
Estimated consultant Fees: Undetermined. Remains in planning stage
Contact: Cory Branch. Parkhill Smith and Cooper, Architects 806.473.3558
Currently in planning stage with design of abatement 6.23.2014

Snyder Church of Christ HVAC Upgrades and Renovation

Asbestos survey, design of abatement project, and project management
Coordinate and scheduling of abatement with A&E firm and general contractor
Project Manager: Clark DeLavan
Estimated consultant fees: Undetermined. Project in planning stage
Contact: Cory Branch. Parkhill Smith and Cooper, Architects 806.473.3558
Currently in planning stage with design of abatement 7.24.2014

CURRENT PROJECTS WITH CSA's ASSOCIATES

Albertson's Store Planned for Demolition. Belt Line Road Richardson, Texas

Design of abatement project and project management for abatement
Project manager: Bo DeLavan
Estimated consultant fees: $57,450
Contact: Scott Bass of EnviroPhase, Inc. Dallas, Texas 817.266.5143
Design of abatement/project management for 30 day $78,000.00 abatement project.

Melrose and Crescent View Apartments for Demolition/Re-development. Lucus Road Dallas, Texas

Design of abatement project and project management for abatement
Project manager: Clark DeLavan, Tony Bustillos
Estimated consultant fees: $49,800.00
Contact: Scott Bass of EnviroPhase, Inc. Dallas, Texas 817.266.5143
Bids accepted and approved. Work to begin Aug. 15, 2014. $590,000.00 abatement project to be completed in 90 working days

601 Main St. Project. 16 Story Office Building for Demolition. Dallas, Texas
Design of abatement project and project management for abatement
Project manager: Clark DeLavan, Tony Bustillos
Estimated consultant fees: $97,200.00
Contact: Scott Bass of EnviroPhase, Inc. Dallas, Texas 817.266.5143
Abatement completed and demolition underway. Abatement project completed in 120 days and $943,000.00.

CURRENT PROJECTS WITH AREA GENERAL CONTRACTORS

LOV-COT Warehouses for Demolition. N. Loop 289 Lubbock, Texas.
Gary Greenstreet Construction. Lubbock, Texas
Asbestos survey and sampling for demolition
Project manager: Bo DeLavan
Estimated consultants fee: $260.00 survey
Contact: Jimmy Henderson 806.745.9444
Asbestos survey for demolition.

Carillon House Care Center. 5th floor renovations Lubbock, TX
Pharr and Company. General Contractors. Lubbock, Texas
Asbestos survey and sampling for renovation
Project manager: Bo DeLavan
Estimated consultants fee: $1,720.00
Contact: Don Bundock 806.543.3353
No asbestos discovered.

4701 Andrews Highway St. Project. Building for Renovation. Midland, Texas
Pharr and Company. General Contractors. Lubbock, Texas
Design of abatement project, project management during abatement
Project manager: Clark DeLavan
Estimated consultants fee: undetermined project is in the planning stage
Contact: Don Bundock 806.543.3353
Project waiting on funding and start date

South Plains Community Action Assoc. HVAC Renovation. 411 Austin. Levelland TX.
Design of abatement project, project management during abatement
Project manager: Bo DeLavan
Estimated consultants fee: $7,100.00
Contact: SPCAA Larry Martin 806.549.1663
10 day project beginning 7 24. 2014

iv. PROJECTS WE BELIEVE CONTRIBUTED TO THE CITY OF LUBBOCK'S GROWTH

1991 City Bus Transfer Station for City of Lubbock.

Asbestos survey for the 500 block of Broadway. Survey of existing commercial buildings for demolition and redevelopment of City Bus transfer Station.

Asbestos survey, project design for abatement, and project management for abatement.

Consulting provided by Clark DeLavan working with Grimes and Associates.

1992 Widening of Indiana Avenue for City of Lubbock.

Asbestos survey of 32 houses to be demolished or moved for redevelopment.

Survey, project design for abatement and project management during abatement.

Consulting provided by Clark DeLavan working with Grimes and Associates.

1993 LP&L Massingale Station Boiler Abatement. For Lubbock, Power and Lights.

Asbestos survey for the repairs to plant boilers and generators. Project design for abatement and project management for abatement.

Consulting provided by Clark DeLavan working with Grimes and Associates.

1994 Air Conditioning City of Lubbock's Municipal Coliseum

Asbestos survey. Project design for abatement, and project management for abatement.

Consulting provided by Clark DeLavan with working with Grimes and Associates.

1996 Lead Based Paint Abatement of Water Towers City of Lubbock's Water Department

Project management and industrial hygiene services for the abatement and repainting of water towers for water department repairs and upgrade to system. Compliance with newly written NESHAP regulations for LBP painted structures.

Consulting services provided by Clark DeLavan and Ray Vaughn, PE, CIH and CSP working with King Consultants.

1997 Abatement of Ceiling from the Municipal Auditorium for City of Lubbock.

Asbestos survey. Project design for abatement, and project management for abatement.

Consulting provided by Clark DeLavan working with King Consultants.

2001 Assist City of Lubbock's Facility Management with the Asbestos Surveys of all City owned buildings.

Helped assist the City of Lubbock's environmental compliance department in performing asbestos survey of all City owned building and developing asbestos management plans.

Consulting provided by Clark DeLavan working with King Consultants.

2013 Widening of Milwaukee Avenue for the City of Lubbock.

Abatement of houses to be demolished for widening the Milwaukee Ave.

Asbestos survey. Project design for abatement, and project management for abatement.

Consulting service provided by Clark DeLavan and CSA.

2013 LP&L Cook Power Plant Abatement for Plant Turn Around

Abatement of deterioration asbestos and asbestos removed to rebuilding plant equipment.

Consulting service provided by Clark DeLavan and CSA.

PROJECTS WE BELIEVE CONTRIBUTED TO LUBBOCK COUNTY'S GROWTH

2000 HVAC Upgrades For Lubbock County Buildings

Development and installation of a central plant for the HVAC System Upgrades.
Abatement boiler/mechanical rooms to allow the County to develop a central plant tying the courthouse, annex, and jail HVAC into one larger system.
Asbestos survey. Project design for abatement, and project management for abatement.
Consulting service provided by Clark DeLavan working with King Consultants

2003 - 2008 Five Year Program to abate all asbestos containing materials from Lubbock County Courthouse. Abatement prior to total renovation of all floors.

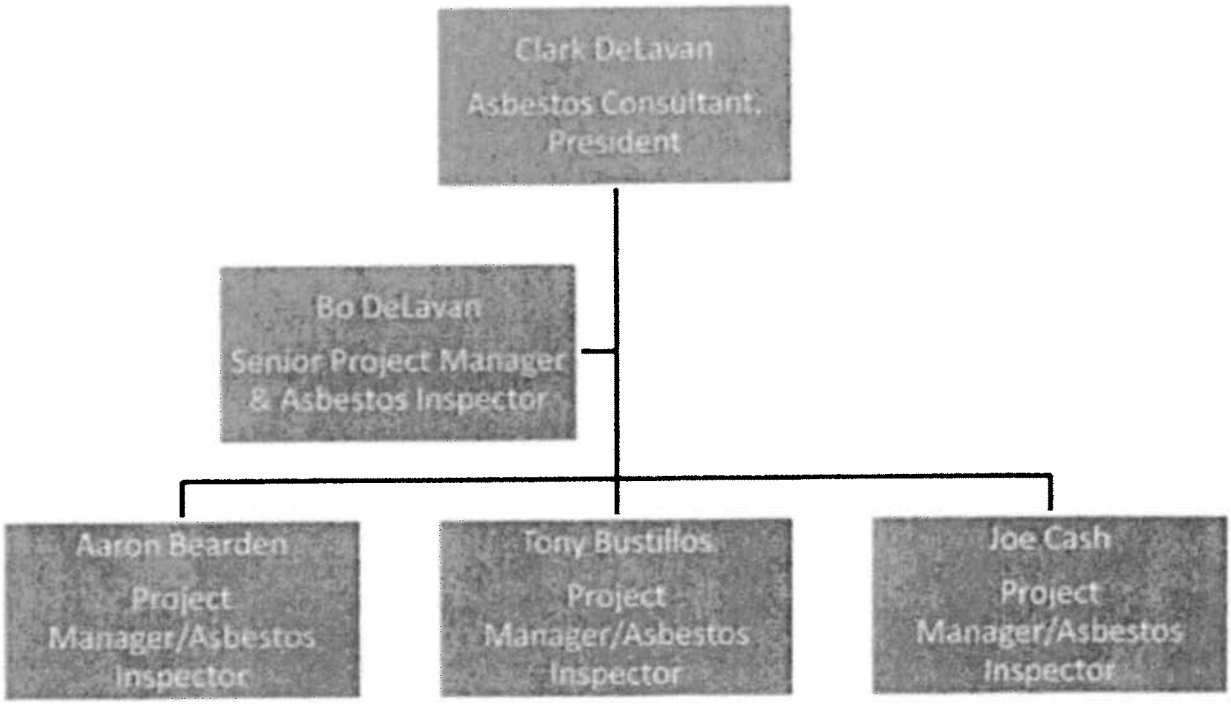
Asbestos survey. Project design for abatement, and project management for abatement.
Consulting service provided by Clark DeLavan and CSA

2008 – 2014 Renovations to the Lubbock County Annex Building.

Abatement of asbestos materials from each floor of the annex building prior to renovation of each floor.
Consulting service provided by Clark DeLavan and CSA

The above are all project we feel helped in the Lubbock County's Growth. We take great pride in being selected to assist in this growth.

V. ORGANIZATION CHART



Clark DeLavan is responsible for project design, project management, project coordination, approval of contractor's pay requests, and project close out.

Bo DeLavan is responsible for coordination of project managers and project coordination with abatement contractors.

CSA's project managers are assigned the duties of the day to day operations on a given project. Project managers review project schedules and daily activities with our senior project manager or consultant daily.

vi. LIST OF PROFESSIONS TO BE USED FOR RFP SERVICES

CSA has the trained and licensed professionals on staff – in house to address all of the asbestos consulting services requested in the RFP.

Asbestos Consulting Services: Clark DeLavan, Asbestos Consultant.
Senior Project Manager: Bo DeLavan
Project Managers: Aaron Beardon, Tony Bustillos, Joe Cash.
Office Manager/Accounting: Carrie Tungate
Asbestos Inspectors: Clark DeLavan, Bo DeLavan, Aaron Beardon, Tony Bustillos.

vii. SERVICES AVAILABLE WORKING WITH ASSOCIATES

Environmental Site Assessments. Phase I and II. Phase II remediation plans, asbestos abatement, building implosions and demolition.

EnviroPhase, Inc. 703 McKinney Ave. Suite 332 Dallas, Texas 75202
Contact Scott Bass, Owner

CSA has a ten year working relationship with Envirophase, Inc. CSA provides our asbestos consulting services as a sub contractor to Envirophase, Inc.

Ennvirophase and CSA have performed projects ranging from smaller asbestos abatement projects to abatement of large multiple story office buildings Together we have abated several large apartment complexes, abatement of shopping malls and retail centers throughout the Dallas Metroplex and North Texas areas.

Abatement projects ranging from $1,000.00 to $3,100,000.00.

Our services allow an owner to have one firm under one contract that can provide the environmental site assessment study, remediation of environmental hazards, abatement of asbestos hazards, and final demolition of a building or site.

viii. PROPOSER'S ASSURANCE OF COMPLIANTS WITH REGULATIONS

CSA strives to stay on top of the ever changing rules and regulations. In the ten years we have been in business neither CSA or any of our clients have been issued a notice of violation or have been investigated by a regulatory agency. We work hard to assure our clients of compliance with federal, state, and local regulations.

At CSA we strive to "manage risk" we feel it is our responsibility to protect the owner by insuring compliance with the regulations as well as providing a knowledgeable representation to any regulatory agency, the owner's employees, and the general public.

We work in a highly regulated field with well defined regulations and enforcement from the various regulatory agencies such as USEPA, OSHA, and TDSHS. At CSA we train our staff in compliance and methods of enforcement to assure compliance.

In regards to the Davis-Bacon Federal wage requirements we are aware that the local wage rate used for City of Lubbock's projects and will assist in insuring compliance.

ix. HANDLING OF ERRORS AND OMMISSION

During the ten years CSA has provided our services to the City of Lubbock we have not had an error or omissions problem arise. To the best of our knowledge, we have not had a project come in over budget or not completed on time.

However, should the problem arise, CSA is prepared to address the issue promptly and in a manner fair and agreeable to all parties involved. We will first inform the City of Lubbock's representative and ask for directions to resolve the issue. CSA is prepared to correct any error created by CSA as negotiated with the City of Lubbock..

Should ever the need arise for arbitration CSA will abide by the arbitration requirements of our contract.

x. CONFLICT OF INTERESTS

To the best of our knowledge there will never be a conflict of interest between CSA, CSA's employees, or any sub contractor on a project. CSA has no association with a City official City employee, or firm contracted to provide a service to the City.

Should in the future a situation occur that could be construed as a conflict of interest CSA will promptly inform the City of Lubbock's representative and seek a solution based on the representative's advice, or decline to participate in the project.

xi. ADDITIONAL INFORMATION NOT SPECIFICALLY REQUESTED

CSA is very proud of the 10 years of services we have provided the City of Lubbock, we are fully aware of the City of Lubbock's dedication to the growth of Lubbock and opportunities provided to local businesses

In 2003 after Mr. DeLavan had worked with the two larger asbestos agencies in Lubbock he formed CSA. Mr. Delavan and CSA were "thankful" to be allowed to continue providing asbestos consulting services for the City of Lubbock.

Now in 2014 there are a few new asbestos consulting agencies in Lubbock and the City has spread the work almost equally between these agencies.

It is evident to all of us at CSA that the City of Lubbock is truly interested in supporting their local businesses. We hope we can repay the City of Lubbock for the opportunities provide to CSA.

xii. METHODS CSA USES TO UTILIZE LOCAL RESOURCES

At CSA we know that Lubbock is the "Hub of the Plains". We work in all of the surrounding towns and know most people come to Lubbock for entertainment, shopping, and use local businesses to service their needs..

The down side to this growth is that many small businesses cannot compete with the big box stores and the internet shopping. Luckily, you can't go to a big box store and get an asbestos consultant in a box.

CSA is a locally owned small business. Our employees are local residents. All the funds from CSA's sales go to a locally owned bank. We strive to buy locally and support the locally owned businesses.

CSA elects to utilize the services of our local and area abatement contractors on all abatement projects. Our local contractors are more than capable of providing the services needed. It is very rare that CSA sees the need to contact contractors from outside our local area.

We strive to utilize local and area businesses. Included in our response we referenced several "projects of interest" dating back over 20 years, if not mistaken all but one project have been performed by a local contractor.

REFRENCES AND PROJECT DESCRIPTION

COMPLIANCE SAMPLING AND ANALYSIS, INC.
7610 – University Ave. Ste 2A. Lubbock, TX. 79423

Phone: 806.786.6061
email cdelavan@csg.net

REFRENCES AND PROJECT DESCRIPTION

Lyle Fetterly 806. 775.1003
Lubbock County Facilities Manager
902 Main Street Suite 1220
Lubbock, Texas 79401
Numerous projects over the past 20 years.
Asbestos survey, project design, project management during abatement

Gary Davis Plant Operations 806.725.0107
Covenant Health Systems
3615-19th Street
Lubbock, Texas 79410
Numerous projects over the past 20 years.
Asbestos survey, project design, project management during abatement

Bobby Hitt Facilities Management 806.725.6612
Covenant Health Systems, Lakeside
4000 – 24th Street
Lubbock, Texas 79410
Numerous projects over the past 20 years.
Asbestos survey, project design, project management during abatement

Courtney Watt 806.794.1492
CMS Properties
CMS Properties
6306 Iola suite 200
Lubbock, Texas 79424
Numerous projects over the past 20 years.
Asbestos survey, project design, project management

Joe Bob McCartt 806.342-9555
McCartt and Associates
600 S. Tyler Suite 1510
Amarillo, Texas 79101
Numerous projects over the past 10 years.
Asbestos survey, project design, project management during abatement

Randy Schuster Buildings Department 806.378.6258
City of Amarillo
Department of Building Safety
509 SE 5th Ave.
Amarillo, Texas 79105-1971
In 2013 CSA was awarded a contract with the City to provide asbestos consulting Services. One year contract with three year option

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

Meeting Date: 08/28/2014

Information

Agenda Item

Resolution - Facilities: Consider two resolutions authorizing the Mayor to execute contract 11954 with Ron Osborn, Inc. d/b/a Advanced Environmental Services and contract 12001 with West Texas Abatement for asbestos abatement services, ITB 14-11954-MA.

Item Summary

The contracts will provide asbestos abatement services on an as-needed basis for City facilities. Awarding two contracts will ensure that a contractor can be scheduled for services in a timely manner. The contracts are awarded by hourly rate. The term of the contract is for one year with the option to renew for four additional one year periods.

Bids were received from the following companies:

Ron Osborn, Inc. dba Advanced Environmental Services of Odessa, TX
West Texas Abatement of Lubbock, TX

A bid tabulation is provided.

Staff recommends contract award to West Texas Abatement of Lubbock, TX and Ron Osborn, Inc. dba Advanced Environmental. Contractors will be used as needed on a rotating basis.

Fiscal Impact

Funds are available through individual department operating budgets.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer, Assistant City Manager

Attachments

Resolution & Contract - Ron Osborn, Inc dba Advanced Environmental Services
Resolution & Contract - West Texas Abatement

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. 11954 for asbestos abatement services, by and between the City of Lubbock and Ron Osborn, Inc. d/b/a Advanced Environmental Services, of Odessa, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

vw:ccdocs/RES.Contract-Advanced Environmental
August 13, 2014

City of Lubbock, TX
Contract for
Asbestos Abatement Services

THIS CONTRACT made and entered into this **28th** day of **August, 2014**, by and between the City of Lubbock ("City"), and **Ron Osborn, Inc dba Advanced Environmental Services**, of **Odessa, TX**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Asbestos Abatement Services and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said Asbestos Abatement Services.

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Asbestos Abatement Services and more specifically referred to as Items 1 – 22 and mobilization 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 Contract will be in the form of Contract for Services. Payment for work will be on a labor and equipment basis and will be negotiated on a case-by-case basis. Payment will be based on time at the site only; mobilization/demobilization costs are to be included in the proposed rates.

   The Contract will begin after award of services by the City Council and the initial contract will remain in effect for a period of one year. The City has the option to extend the contract four times in one-year increments, for a maximum total contract length of five years. If the City opts for an extension, the Contractor's rates, as listed on bid form, shall be increased or decreased in proportion to the percentage increase or decrease, if any, in the Consumer Price Index (all Urban Consumers) for the 12 month period prior to the beginning of each contract extension.

   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.

4. 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.

5. 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: an occurrence basis, subject to the following minimum limits of liability:

TYPE	AMOUNT
General Liability Commercial General Liability General Aggregate Products-Comp/Op AGG Personal & Adv. Injury Contractual Liability	$1,000,000
Pollution Liability	$1,000,000
Automotive Liability Combined Single Limit Any Auto	$1,000,000
Workers Compensation or Employer's Liability	Statutory Amounts

The City of Lubbock shall be named as additional insured on a primary and Non-Contributory basis on Auto/General Liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. **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.

6. 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.

7. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

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

between this provision and another provision in, or related to, this document, this provision shall control.

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 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. Non Appropriation: All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

11. This Contract consists of the following documents set forth herein; Invitation to Bid No. 14-11954-MA, 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:

Mark Yeamwood, Assistant City Manager

APPROVED AS TO FORM:

Mitch Satterwhite, Assistant City Attorney

CONTRACTOR

BY Ron Osborn
Authorized Representative

Ron Osborn
Print Name

P.O. Box 3709
Address

Odessa, TX 79760
City, State, Zip Code

ASBESTOS REMOVAL
GENERAL
PERSONNEL PROTECTION

A. Prior to commencement of work, all workers shall be instructed by the Contractor, and shall be knowledgeable in the appropriate procedures for personnel protection and asbestos removal.

B. Contractor acknowledges and agrees that he is solely responsible for enforcing worker protection requirements at least equal to those specified in this Section.

C. Contractor shall provide workers with respiratory equipment approved by NIOSH and OSHA for the type of work being performed. Each worker shall be able to show, upon request, dated proof of fit testing performed by qualified personnel for the respirator being used.

D. Where respirators with disposable filters are used, provide sufficient filters for replacement as necessary by the workers, or as required by applicable regulations.

E. Provide respiratory protection as needed from the time of the first operation involving contact with asbestos-containing materials. Provide respiratory protection until the acceptance of final air test results by Consultant and the completion of containment removal:

1. Provide a minimum of half-face dual cartridge respirators for workers during preparation phases of the work, providing no disturbance of the asbestos-containing material occurs.

2. Provide a minimum of half-face dual cartridge respirators for workers during preparation phases of glove bag-type pipe insulation removal, window/louver unit removal, floor tile and mastic removal, fire door removal, fan-coil unit removal, and exterior caulking/sealant removal, except where these operations are performed in work areas concurrently with abatement activities requiring higher levels of respiratory protection as noted below.

3. Provide a minimum of half-face dual cartridge respirators for workers during all phases of handling and disposal of containerized asbestos-containing waste materials.

4. Provide workers applying spray-applied plastic sheeting with stackable HEPA/ammonia cartridges as applicable.

5. Provide workers using solvents with stackable HEPA/organic vapor cartridges as applicable.

6. Provide a minimum of half-face dual cartridge respirators for workers during all phases of containment removal.

F. Contractor shall be solely responsible for scheduling necessary air sampling by an independent testing laboratory for compliance of his respiratory protection with OSHA regulations. Contractor shall pay for all costs associated with such testing.

1. Personnel exposure samples collected by or for the Contractor shall be analyzed in accordance with the OSHA reference method (ORM) as detailed in 29 CFR 1926.1101, Appendix A.

2. Ensure that personnel monitoring strategy employed will result in suitable samples for analysis.

3. Arrange for analysis of personnel monitoring samples such that results of analysis are received no later than forty-eight hours following sample collection.

4. Post the results of personnel exposure monitoring at job-site, upon receipt from laboratory.

G. Permit no visitors, except for governmental inspectors having jurisdiction, in the work areas after commencement of asbestos disturbance or removal. Provide authorized visitors with suitable respirators and protective equipment.

H. Provide workers with sufficient sets of protective disposable clothing, consisting of full body coveralls, head covers, gloves, and foot covers, of sizes to properly fit individual workers.

I. Provide workers with rubber boots, hard hats, eye protection, hearing protection, and other protective equipment as needed.

J. Leave reusable equipment, apparel and protection devices (excluding respirators) in the contaminated equipment room until the end of the asbestos abatement work, at which time such items shall be disposed of as contaminated waste or decontaminated for reuse.

K. Provide authorized visitors with suitable protective disposable clothing, respiratory protection (including suitable replacement filters), headgear, eye protection, footwear and other protective equipment of sizes to properly fit visitors whenever they enter the work area.

SIGN-IN/OUT LOG

A. Contractor shall maintain a sign-in/out log in the immediate vicinity of the clean room of the personnel decontamination units. Maintain sign-in/out logs from the time the first activity is performed until acceptance of the final air test results by the Consultant or Project Manager. Require each individual entering the work areas, including the Contractor's workers, Consultant, Project Manager, and City officials to sign in and out each time upon entering and leaving the work areas.

B. Sign-in/out log shall indicate date, printed or typed name, signature, social security number, company or agency represented, and time entering and leaving the work areas.

ASBESTOS WASTE LOG

A. Contractor shall maintain an asbestos waste log to be completed as asbestos-containing waste is removed from the work areas for transport and disposal.

B. Asbestos waste log shall indicate date; description of waste included; number, size and type of waste containers, as applicable, removed from work areas; time of day; and signature of recorder.

TRAINING PROGRAM

A. Provide a training program to instruct personnel on proper respirator use, hazards of asbestos exposure and OSHA asbestos regulations in accordance with the requirements of the model accreditation program (MAP) established by the EPA in Appendix C to 40 CFR 763 (E).

B. The Contractor shall provide a training program as often as necessary to train all employees to be utilized on the project. No worker shall be utilized on any portion of the Work until training documentation has been reviewed and accepted by the Consultant or Project Manager.

GENERAL – ALL JOBS

A. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials to the areas indicated. If additional storage is necessary obtain and pay for such storage off site.

B. Contractor's Asbestos Abatement Supervisors shall remain on the job site and in immediate contact with those under their supervision during all periods of asbestos abatement activity.

C. During any period of actual abatement of asbestos, an abatement supervisor shall be stationed within the containment area at least 25% of the time for the purpose of supervising the progress of the abatement work.

D. All licensed supervisors are responsible for respirator fit testing, personal protection of the workers, safety, security and control of access at the job site.

E. Supervisors shall also require that operations at the asbestos job site cease whenever hazardous or unlawful situations are detected, so as to effect a remedy.

F. Contractor's employees shall be fully clothed at all times (shirt, pants and shoes). Sandals or other open toe shoes shall not be allowed.

G. The Owner will specify locations for water and electrical hook up at the time of mobilization.

H. Contractor's employees shall be restricted to the immediate work area at all times.

I. Contractor's dumpster for disposal of asbestos waste must be kept locked. Location of the dumpster must be coordinated with the Owner.

J. Fire Safety. At least one fire extinguisher with a minimum National Fire Protection Association rating of 10BC (dry chemical) shall be placed for every 1,000 square feet, or fraction, of containment area.

K. Electrical Safety. Ground-fault circuit interrupter (GFCI) units shall be installed on all electrical circuits used within the regulated and containment areas.

L. Air Monitoring. Air monitoring shall include personal samples according to 40 CFR Part 763, Subpart G or 29 CFR §1926.1101, baseline sampling, area sampling, and clearance sampling according to §295.58(i). In a public building, a minimum of three baseline sample (minimum volume of 1250 liters) for analysis by PCM must be collected under normal building conditions prior to the disturbance of ACM as part of any abatement activity. Ambient air samples during the project must also be collected for analysis by PCM. All project activities shall be cleared by using aggressive air sampling. For all projects, samples may be collected and analyzed by NIOSH 7400 protocol, counting rules A, Phase-contrast Microscopy (PCM) as amended. Clearance samples shall be collected at a rate of at least 0.5 less than 16 liters per minute on 0.8 micron MCE filters in conducting cassettes with extension cowls. Minimum sample volume will be 1,250 liters. Clearance will be achieved if no sample is reported greater than 0.01 f/cc by the analysis report from the licensed laboratory. Asbestos Hazard Emergency Response Act (AHERA) protocol will be used in schools.

M. Contractor shall also meet the specific safety requirements mentioned in the pre-construction meeting.

N. Contractor, transporter and disposal site shall meet the licensing and registration requirements of the Texas Department of State Health Service's, Texas Asbestos Health Protection Rules.

O. A licensed asbestos abatement contractor shall perform all work at night or times when tenants are not present in the work area.

P. The contractor shall provide the Owner with a work plan including location of decontamination facilities, work location of negative air machines and other equipment, and a schedule of the work.

Q. The contractor is responsible for meeting all federal, state, and local laws and regulation, including but not limited to OSHA, EPA, and DSHS requirements. The contractor is responsible for his own OSHA air monitoring. A third party consultant hired by the Owner will provide on-site and clearance monitoring.

DOCUMENTS

A. The following documents shall be posted in a conspicuous spot at the entrance to the regulated area and must not be covered by any other documents:

1. The asbestos information poster issued by the DSHS; and

2. Copies of any violations issued by the federal or state asbestos-regulating authorities within the preceding 12 months from any asbestos project.

B. Documents required to be on-site are as follows:

1. EPA "Green Book" for O&M work;

2. 40 CFR Part 61, Subpart M, titles "National Emissions Standards for Hazardous Air Pollutants (NESHAP), November 20, 1990;

3. 29 CFR 1926.1101, titles, "Occupational Exposure to Asbestos, Tremolite, Anthophyllite, October 11, 1994;

4. 29 CFR 1910.134, titled, "Occupational Health Standards for A Respiratory Protection Program", October 11, 1994; and

5. Texas Department of State Heath Service's, Division of Occupational Health, Texas Asbestos Health Protection Rules, September 22, 1994.

C. Tape - Shall be glass fiber or other type capable of sealing joints of adjacent sheets of plastic and for attachment of plastic sheet to finished or unfinished surfaces under both dry and wet conditions.

D. Surfactant (wetting agent)- shall consist of a mixture of "Dust-Set Amended Water Base" (Matheson Chemical Corporation), or approved equivalent, and water, mixed to manufacture's specifications.

E. Sealant (encapsulant) – Shall be manufactured by reputable, established manufacturer of encapsulant/sealant materials and be approved specifically for use in asbestos contaminated environments. It is the responsibility of the Contractor to determine compatibility of the sealant with the materials and existing conditions.

F. Impermeable Containers – Shall be suitable to receive and retain any asbestos-containing or contaminated materials until disposal at an approved site and shall be labeled in accordance with applicable regulations. Containers shall be both air and watertight. Two types of impermeable containers:

1. Metal, rigid plastic or fiber barrels with independent tightly fitting lids, lined with six-mil plastic sheeting or bags.

2. Appropriately labeled six-mil plastic bags sized to fit within the lined barrels.

G. Warning Labels and Signs –Shall be as required by the Texas Department of State Heath Service's and OSHA 29 CFR 1926.1101 and posted in both English and Spanish.

H. Solvents – If used for flooring or other mastic removal, shall demonstrate a flash point of at least 140 degrees F., as appropriately determined, and must be approved by the Consultant or Project Manager prior to bringing it on-site.

I. Other Materials – Provide all other materials, such as lumber, nails and hardware, which may be required to construct and dismantle the decontamination systems and the barriers that isolate the work areas.

TOOLS AND EQUIPMENT

A. Provide suitable tools for asbestos-containing material removal.

1. Water sprayers – Utilize airless or other low-pressure sprayers for amended water application. Pressure washers or sprayers may not be used.

2. Airless sprayer – Use airless sprayer of sufficient capacity to apply spray-applied plastic sheeting or encapsulant in accordance with manufacturer's recommendations.

3. Air purifying equipment (for internal recirculation in the work area) – Shall include HEPA filtration systems and insure that no internal air movement system or purification equipment exhausts contaminated air from inside the work area into uncontaminated areas.

4. Scaffolding and ladders – shall be as required to accomplish the specified work and shall meet applicable safety regulations.

5. Temporary lighting – Shall be suitable for use in wet environments.

6. Transportation – As required for loading, temporary storage, transit and unloading of contaminated waste without exposure to persons or property. Use only enclosed dumpsters, trailers or other transports to haul waste containers to prevent loss or damage of containers in route to landfill.

REMOVAL OF ASBESTOS-CONTAINING MATERIAL AND DEBRIS

A. Remove and properly dispose of all asbestos-containing materials indicated to be removed by the Contract Documents in accordance with federal, state, and local laws and regulations or as more stringently specified herein.

B. During any period of actual abatement of asbestos, an abatement supervisor shall be stationed within the containment area at least 25% of the time for the purpose of supervising the progress of the abatement work.

1. Maintain a sign in/out log, as specified previously in this section, in the immediate area of the change room to be signed by every person each time upon entering and leaving work areas.

C. Place in work areas at least one fire extinguisher with a minimum NFPA rating of 10BC (dry chemical) for every 1000 square feet, or fraction, of work area for the duration of abatement and subsequent cleaning activities. Place at least one similar fire extinguisher in vicinity of change room.

1. Exterior Preparation.
2. Restrict access to exterior grounds immediately adjacent to work areas by barrier tape or similar means.

3. Place appropriate warning signs, in English and Spanish, on at least every other window/door opening.

4. Thoroughly wet asbestos-containing materials and debris to be removed prior to stripping or tooling to reduce fiber dispersal into the air. Saturate material sufficiently to wet to the substrate without causing excess dripping. Allow time for water to penetrate material thoroughly. Spray material repeatedly during the work process to maintain a continuously wet condition.

5. Remove the saturated asbestos-containing materials and debris in small sections. Do not allow materials to dry out. As removed, place in barrels, double wrap or bag the materials in sealable plastic bags, six-mil minimum thickness, and place in containers for transport, labeled with the appropriate wording.

6. Provide general clean up of work areas concurrent with the removal of all asbestos-containing materials and debris. Do not permit accumulation of debris.

7. After removal of asbestos-containing materials and debris, all surfaces in the work area shall be wet-cleaned to remove residual accumulated material. Continue wet cleaning until all surfaces are free of visible dust, dirt and debris.

CLEAN UP AND CLEARANCE TESTING

A. Provide general clean up of work areas concurrent with the removal activities. Do not permit accumulation of debris on work area.

B. Standard of cleaning for Final Clearance: Consider contained work areas and all other decontaminated and cleaned areas clean when:

1. Surfaces are free from dust, dirt, residue, and debris from abatement operations or other activities subordinate to these operations.

2. Consultant has approved level of cleanliness.

3. Air testing performed by Consultant indicates that the air in the contained/enclosed work areas is acceptable, as specified in this section.

DISPOSAL OF ASBESTOS-CONTAMINATED WASTE

A. All asbestos abatement waste shall be transported to and disposed of at approved landfills.

B. Asbestos-containing waste and debris shall be transported to the landfill double wrapped, double bagged, or in properly lined barrels. Removed debris, pipe insulation, used cleaning tools, towels, protective suits, used plastic sheeting and spray-applied plastic sheeting shall be treated as asbestos-containing waste materials.

C. Temporary storage of asbestos wastes outside the work areas may be utilized only if the proposed area(s) are lined with at least two layers of six-mil plastic sheeting, individually applied, and appropriate warnings are posted. Submit proposed location and procedures for temporary waste storage to the Owner prior to initiating use.

D. Remove sealed and labeled containers of asbestos-containing material and waste and transport them for disposal to the specified landfill as follows.

1. Line dumpster, trailer or other waste transport with at least two layers of six-mil plastic sheeting, individually applied. Plastic sheeting used to line waste transport containers need not be flame retardant.

2. Notify the Consultant or Project Manager prior to removing each trailer or other waste transport from the project site.

3. Asbestos-containing waste material shall be treated, packaged, labeled, transported, and disposed of in accordance with 29 CFR 1926.1101 (OSHA), 40 CFR 61.150 (EPA) and 49 CFR 107 et al., (DOT).

4. Asbestos waste transport shall be limited to approved routes for transport of hazardous materials. Ensure that there are no visible emissions to the outside air from site where materials and waste are deposited.

5. Notify the Consultant or Project Manager immediately of any spill or similar incident involving the transport and disposal of asbestos wastes.

E. Alternative methods of transporting asbestos-containing debris will be considered by the Consultant. Do not use alternative methods until reviewed and accepted by the Consultant.

FIELD QUALITY CONTROL

A. The Consultant or Project Manager shall conduct area air monitoring prior to, throughout, and following preparation, removal and cleaning operations.

1. All phase contrast microscopy (PCM) area air samples collected by the Consultant or Project Manager will be analyzed in general accordance with the procedures outlined in the National Institute for Occupational Safety and Health (NIOSH) 7400 Method and also will follow guidelines issued by EPA regarding detection limits. Owner and Consultant reserve the right to analyze air samples by transmission electron microscopy (TEM).

2. Background prevalent level air samples, collected on media for analysis by phase contrast microscopy, will be obtained from representative areas immediately prior to the start of the project and will be analyzed.

3. Background prevalent level air samples, collected on media for analysis by transmission electron microscopy, will, when deemed necessary by the Consultant, be obtained from representative areas immediately prior to the start of the project and will be held for future analysis at the discretion of the Consultant.

4. Area air samples will be collected both inside and outside of work areas. The Contractor is cautioned, however, that should interpretations be made, opinions be formed and conclusions be drawn as a result of examining the test results, these interpretations, opinions and conclusions will be those made, formed and drawn solely by the Contractor.

5. All samples must meet specified clearance levels for the area being tested to be considered clean. Results of PCM air sample analysis shall be reported as the 95 percent upper confidence limit (UCL).

A. Final clearance air samples will be of at least 1250 liters of air, collected at a flow rate of at least 0.5 to less than 16 liters per minute on 0.8 micron MCE filters in conducting cassettes with extension cowls.

B. Contractor shall wet-clean and HEPA-vacuum areas outside the contained work areas in which elevated airborne fiber concentrations are detected. Indicated airborne fiber concentrations above 0.01 f/cc, or ambient prevalent levels, will be considered elevated airborne fiber concentrations.

C. Visual observations will be made by the Consultant or Project Manager after final clean-up and de-mobilization to determine the presence of visible dust, dirt, debris and abatement refuse indicative of improper cleaning and decontamination proceed.

REVISED BID FORM
Asbestos Abatement Services
City of Lubbock, Texas
ITB 14-11681-MA
Unit Pricing

In compliance with the **Invitation to Bid 14-11681-MA,** 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 **14-11681-MA** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

Item	Description of Work	Units	Unit Price *1-100 ft	Unit Price *101-500 ft	Unit Price *>500 ft
1	Floor Tile	SF	3.75	2.00	1.15
2	Floor Tile Mastic	SF	4.50	2.50	1.45
3	Thermal Pipe Insulation – Less than 2" diameter pipe (In Containment)	LF	15.00	12.00	8.00
4	Thermal Pipe Insulation - 2" to 4" diameter Pipe (In Containment)	LF	18.00	12.50	10.00
5	Thermal Pipe Insulation - 4" to 8" diameter Pipe (In Containment)		19.00	14.00	12.00
6	Thermal Vessel Insulation – Up To 2" Thick	SF	14.00	11.50	10.50
7	Thermal Vessel Insulation – Up To 2" to 4" Thick	SF	15.50	12.00	11.00
8	Wall and Ceiling Texture (On Sheetrock) under 12" high	SF	10.00	5.50	4.25
9	Wall and Ceiling Texture (On Sheetrock) under 12" high 24" high	SF	11.50	6.00	5.25
10	Wall and Ceiling Texture (On Plaster) under 12" high	SF	11.50	5.75	4.75
11	Wood and Ceiling Texture (On Plaster)12' – 24' high	SF	13.50	7.50	5.00
12	Lay-In Ceiling Tile	SF	5.00	3.50	2.00
13	12x12 Ceiling Tile and Mastic	SF	9.00	4.50	3.75
14	Tape and Bed Joints and Texture	SF	8.00	5.00	2.60
15	Wall and Ceiling Plaster	SF	13.50	7.25	5.50
16	Spray on Fireproofing – under 12' high	SF	8.50	6.00	4.00
17	Spray on Fireproofing – under 12' to 24' high	SF	11.50	7.50	6.00
18	Linoleum Floor Covering and Mastic	SF	8.00	5.50	3.50
19	Insulation in Light Floor	LF	3.00	1.50	0.75
20	Caulking and Window Glazing	LF	6.00	3.00	1.85
21	AHU Flex Connector	LF	7.00	6.00	4.50
22	Glued on 12 x 12 Ceiling tile	SF	9.00	4.50	3.75
1	Mobilization – The base charge for the Contractor to load and unloading of equipment (round trip) per job site. Mobilization charge is not applicable for consecutive days/weeks unless Contractor has completely evacuated the work site from prior work. Mobilization includes administration to set up the project and transporting equipment/materials to and from job site, start to finish.		$ 950.00		
2	Material – Percentage of markup on material based on actual cost to contractor.				% 15

How long has your company been in this business? 13 YEARS SINCE 2001

How many consecutive years of experience do you have in providing these services? 28 YEARS

Do you have a local service shop? Yes ☐ No X
Adddress:
If emergency service is required at night or on weekends, can you respond? Yes X ☐ No ☐
What is your response time for an emergency? 4 HOURS
What is your response time for calls other than emergency? 8 HOURS
What is your response time to begin a project after receipt of order? 10 DAYS
List any additional information to be considered in evaluating your bid.

AREA AIR MONITORING, NOT INCLUDED

Contractors Signature Ron Osborne **Company's Name** ADVANCED ENVIRONMENTAL SERVICES

***Volume in square feet or linear feet (whichever applies)**
* Prices do not include Containment

BID FORM
Asbestos Abatement Services
City of Lubbock, Texas
ITB No. 14-11954-MA

In compliance with the **Invitation to Bid 14-11954-MA**, 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 **14-11954-MA** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

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 Asbestos Abatement Services 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?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES ✓ NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this

solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY Ron Osborn, Inc 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: Ron Osborn, Inc dba Advanced Environmental Services

Address: P.O. Box 3709

City: Odessa State: TX Zip 79760

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 7/29/014
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

M/WBE Firm:							
	X	Woman		Black American		Native American	
		Hispanic American		Asian Pacific Americ		Other (Specify)	

By Ron Osborn Date: 7/28/014

Authorized Representative - must sign by hand

Officer Name and Title: Ron Osborn, Owner/Vice President

Please Print

Business Telephone Number 432-530-3700 FAX: 432-530-3701

E-mail Address: aes@advancedenviro.net

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.

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. 12001 for asbestos abatement services per ITB 14-11954-MA, by and between the City of Lubbock and West Texas Abatement, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

vw:ccdocs/RES.Contract-West Texas Abatement
August 13, 2014

City of Lubbock, TX
Contract for
Asbestos Abatement Services

THIS CONTRACT made and entered into this **28th** day of **August, 2014**, by and between the City of Lubbock ("City"), and **West Texas Abatement**, of **Lubbock, TX**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Asbestos Abatement Services and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said Asbestos Abatement Services.

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Asbestos Abatement Services and more specifically referred to as Items 1 – 22 and mobilization 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 Contract will be in the form of Contract for Services. Payment for work will be on a labor and equipment basis and will be negotiated on a case-by-case basis. Payment will be based on time at the site only; mobilization/demobilization costs are to be included in the proposed rates.

   The Contract will begin after award of services by the City Council and the initial contract will remain in effect for a period of one year. The City has the option to extend the contract four times in one-year increments, for a maximum total contract length of five years. If the City opts for an extension, the Contractor's rates, as listed on bid form, shall be increased or decreased in proportion to the percentage increase or decrease, if any, in the Consumer Price Index (all Urban Consumers) for the 12 month period prior to the beginning of each contract extension.

   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.

4. 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.

5. 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: an occurrence basis, subject to the following minimum limits of liability:

TYPE	AMOUNT
General Liability Commercial General Liability General Aggregate Products-Comp/Op AGG Personal & Adv. Injury Contractual Liability	$1,000,000
Pollution Liability	$1,000,000
Automotive Liability Combined Single Limit Any Auto	$1,000,000
Workers Compensation or Employer's Liability	Statutory Amounts

The City of Lubbock shall be named as additional insured on a primary and Non-Contributory basis on Auto/General Liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. **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.

6. 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.

7. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

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

between this provision and another provision in, or related to, this document, this provision shall control.

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 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. Non Appropriation: All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

11. This Contract consists of the following documents set forth herein; Invitation to Bid No. 14-11954-MA, 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:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitch Satterwhite, Assistant City Attorney

CONTRACTOR

BY _____
Authorized Representative

Tonya Oldham
Print Name

P.O. Box 94287
Address

Lubbock Tx 79493
City, State, Zip Code

ASBESTOS REMOVAL
GENERAL
PERSONNEL PROTECTION

A. Prior to commencement of work, all workers shall be instructed by the Contractor, and shall be knowledgeable in the appropriate procedures for personnel protection and asbestos removal.

B. Contractor acknowledges and agrees that he is solely responsible for enforcing worker protection requirements at least equal to those specified in this Section.

C. Contractor shall provide workers with respiratory equipment approved by NIOSH and OSHA for the type of work being performed. Each worker shall be able to show, upon request, dated proof of fit testing performed by qualified personnel for the respirator being used.

D. Where respirators with disposable filters are used, provide sufficient filters for replacement as necessary by the workers, or as required by applicable regulations.

E. Provide respiratory protection as needed from the time of the first operation involving contact with asbestos-containing materials. Provide respiratory protection until the acceptance of final air test results by Consultant and the completion of containment removal:

1. Provide a minimum of half-face dual cartridge respirators for workers during preparation phases of the work, providing no disturbance of the asbestos-containing material occurs.

2. Provide a minimum of half-face dual cartridge respirators for workers during preparation phases of glove bag-type pipe insulation removal, window/louver unit removal, floor tile and mastic removal, fire door removal, fan-coil unit removal, and exterior caulking/sealant removal, except where these operations are performed in work areas concurrently with abatement activities requiring higher levels of respiratory protection as noted below.

3. Provide a minimum of half-face dual cartridge respirators for workers during all phases of handling and disposal of containerized asbestos-containing waste materials.

4. Provide workers applying spray-applied plastic sheeting with stackable HEPA/ammonia cartridges as applicable.

5. Provide workers using solvents with stackable HEPA/organic vapor cartridges as applicable.

6. Provide a minimum of half-face dual cartridge respirators for workers during all phases of containment removal.

F. Contractor shall be solely responsible for scheduling necessary air sampling by an independent testing laboratory for compliance of his respiratory protection with OSHA regulations. Contractor shall pay for all costs associated with such testing.

1. Personnel exposure samples collected by or for the Contractor shall be analyzed in accordance with the OSHA reference method (ORM) as detailed in 29 CFR 1926.1101, Appendix A.

2. Ensure that personnel monitoring strategy employed will result in suitable samples for analysis.

3. Arrange for analysis of personnel monitoring samples such that results of analysis are received no later than forty-eight hours following sample collection.

4. Post the results of personnel exposure monitoring at job-site, upon receipt from laboratory.

G. Permit no visitors, except for governmental inspectors having jurisdiction, in the work areas after commencement of asbestos disturbance or removal. Provide authorized visitors with suitable respirators and protective equipment.

H. Provide workers with sufficient sets of protective disposable clothing, consisting of full body coveralls, head covers, gloves, and foot covers, of sizes to properly fit individual workers.

I. Provide workers with rubber boots, hard hats, eye protection, hearing protection, and other protective equipment as needed.

J. Leave reusable equipment, apparel and protection devices (excluding respirators) in the contaminated equipment room until the end of the asbestos abatement work, at which time such items shall be disposed of as contaminated waste or decontaminated for reuse.

K. Provide authorized visitors with suitable protective disposable clothing, respiratory protection (including suitable replacement filters), headgear, eye protection, footwear and other protective equipment of sizes to properly fit visitors whenever they enter the work area.

SIGN-IN/OUT LOG

A. Contractor shall maintain a sign-in/out log in the immediate vicinity of the clean room of the personnel decontamination units. Maintain sign-in/out logs from the time the first activity is performed until acceptance of the final air test results by the Consultant or Project Manager. Require each individual entering the work areas, including the Contractor's workers, Consultant, Project Manager, and City officials to sign in and out each time upon entering and leaving the work areas.

B. Sign-in/out log shall indicate date, printed or typed name, signature, social security number, company or agency represented, and time entering and leaving the work areas.

ASBESTOS WASTE LOG

A. Contractor shall maintain an asbestos waste log to be completed as asbestos-containing waste is removed from the work areas for transport and disposal.

B. Asbestos waste log shall indicate date; description of waste included; number, size and type of waste containers, as applicable, removed from work areas; time of day; and signature of recorder.

TRAINING PROGRAM

A. Provide a training program to instruct personnel on proper respirator use, hazards of asbestos exposure and OSHA asbestos regulations in accordance with the requirements of the model accreditation program (MAP) established by the EPA in Appendix C to 40 CFR 763 (E).
B. The Contractor shall provide a training program as often as necessary to train all employees to be utilized on the project. No worker shall be utilized on any portion of the Work until training documentation has been reviewed and accepted by the Consultant or Project Manager.

GENERAL – ALL JOBS

A. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials to the areas indicated. If additional storage is necessary obtain and pay for such storage off site.

B. Contractor's Asbestos Abatement Supervisors shall remain on the job site and in immediate contact with those under their supervision during all periods of asbestos abatement activity.

C. During any period of actual abatement of asbestos, an abatement supervisor shall be stationed within the containment area at least 25% of the time for the purpose of supervising the progress of the abatement work.

D. All licensed supervisors are responsible for respirator fit testing, personal protection of the workers, safety, security and control of access at the job site.

E. Supervisors shall also require that operations at the asbestos job site cease whenever hazardous or unlawful situations are detected, so as to effect a remedy.

F. Contractor's employees shall be fully clothed at all times (shirt, pants and shoes). Sandals or other open toe shoes shall not be allowed.

G. The Owner will specify locations for water and electrical hook up at the time of mobilization.

H. Contractor's employees shall be restricted to the immediate work area at all times.

I. Contractor's dumpster for disposal of asbestos waste must be kept locked. Location of the dumpster must be coordinated with the Owner.

J. Fire Safety. At least one fire extinguisher with a minimum National Fire Protection Association rating of 10BC (dry chemical) shall be placed for every 1,000 square feet, or fraction, of containment area.

K. Electrical Safety. Ground-fault circuit interrupter (GFCI) units shall be installed on all electrical circuits used within the regulated and containment areas.

L. Air Monitoring. Air monitoring shall include personal samples according to 40 CFR Part 763, Subpart G or 29 CFR §1926.1101, baseline sampling, area sampling, and clearance sampling according to §295.58(i). In a public building, a minimum of three baseline sample (minimum volume of 1250 liters) for analysis by PCM must be collected under normal building conditions prior to the disturbance of ACM as part of any abatement activity. Ambient air samples during the project must also be collected for analysis by PCM. All project activities shall be cleared by using aggressive air sampling. For all projects, samples may be collected and analyzed by NIOSH 7400 protocol, counting rules A, Phase-contrast Microscopy (PCM) as amended. Clearance samples shall be collected at a rate of at least 0.5 less than 16 liters per minute on 0.8 micron MCE filters in conducting cassettes with extension cowls. Minimum sample volume will be 1,250 liters. Clearance will be achieved if no sample is reported greater than 0.01 f/cc by the analysis report from the licensed laboratory. Asbestos Hazard Emergency Response Act (AHERA) protocol will be used in schools.

M. Contractor shall also meet the specific safety requirements mentioned in the pre-construction meeting.

N. Contractor, transporter and disposal site shall meet the licensing and registration requirements of the Texas Department of State Heath Service's, Texas Asbestos Health Protection Rules.

O. A licensed asbestos abatement contractor shall perform all work at night or times when tenants are not present in the work area.

P. The contractor shall provide the Owner with a work plan including location of decontamination facilities, work location of negative air machines and other equipment, and a schedule of the work.

Q. The contractor is responsible for meeting all federal, state, and local laws and regulation, including but not limited to OSHA, EPA, and DSHS requirements. The contractor is responsible for his own OSHA air monitoring. A third party consultant hired by the Owner will provide on-site and clearance monitoring.

DOCUMENTS

A. The following documents shall be posted in a conspicuous spot at the entrance to the regulated area and must not be covered by any other documents:

1. The asbestos information poster issued by the DSHS; and

2. Copies of any violations issued by the federal or state asbestos-regulating authorities within the preceding 12 months from any asbestos project.

B. Documents required to be on-site are as follows:

1. EPA "Green Book" for O&M work;

2. 40 CFR Part 61, Subpart M, titles "National Emissions Standards for Hazardous Air Pollutants (NESHAP), November 20, 1990;

3. 29 CFR 1926.1101, titles, "Occupational Exposure to Asbestos, Tremolite, Anthophyllite, October 11, 1994;

4. 29 CFR 1910.134, titled, "Occupational Health Standards for A Respiratory Protection Program", October 11, 1994; and

5. Texas Department of State Heath Service's, Division of Occupational Health, Texas Asbestos Health Protection Rules, September 22, 1994.

C. Tape - Shall be glass fiber or other type capable of sealing joints of adjacent sheets of plastic and for attachment of plastic sheet to finished or unfinished surfaces under both dry and wet conditions.

D. Surfactant (wetting agent)- shall consist of a mixture of "Dust-Set Amended Water Base" (Matheson Chemical Corporation), or approved equivalent, and water, mixed to manufacture's specifications.

E. Sealant (encapsulant) – Shall be manufactured by reputable, established manufacturer of encapsulant/sealant materials and be approved specifically for use in asbestos contaminated environments. It is the responsibility of the Contractor to determine compatibility of the sealant with the materials and existing conditions.

F. Impermeable Containers – Shall be suitable to receive and retain any asbestos-containing or contaminated materials until disposal at an approved site and shall be labeled in accordance with applicable regulations. Containers shall be both air and watertight. Two types of impermeable containers:

1. Metal, rigid plastic or fiber barrels with independent tightly fitting lids, lined with six-mil plastic sheeting or bags.

2. Appropriately labeled six-mil plastic bags sized to fit within the lined barrels.

G. Warning Labels and Signs –Shall be as required by the Texas Department of State Heath Service's and OSHA 29 CFR 1926.1101 and posted in both English and Spanish.

H. Solvents – If used for flooring or other mastic removal, shall demonstrate a flash point of at least 140 degrees F., as appropriately determined, and must be approved by the Consultant or Project Manager prior to bringing it on-site.

I. Other Materials – Provide all other materials, such as lumber, nails and hardware, which may be required to construct and dismantle the decontamination systems and the barriers that isolate the work areas.

TOOLS AND EQUIPMENT

A. Provide suitable tools for asbestos-containing material removal.

1. Water sprayers – Utilize airless or other low-pressure sprayers for amended water application. Pressure washers or sprayers may not be used.

2. Airless sprayer – Use airless sprayer of sufficient capacity to apply spray-applied plastic sheeting or encapsulant in accordance with manufacturer's recommendations.

3. Air purifying equipment (for internal recirculation in the work area) – Shall include HEPA filtration systems and insure that no internal air movement system or purification equipment exhausts contaminated air from inside the work area into uncontaminated areas.

4. Scaffolding and ladders – shall be as required to accomplish the specified work and shall meet applicable safety regulations.

5. Temporary lighting – Shall be suitable for use in wet environments.

6. Transportation – As required for loading, temporary storage, transit and unloading of contaminated waste without exposure to persons or property. Use only enclosed dumpsters, trailers or other transports to haul waste containers to prevent loss or damage of containers in route to landfill.

REMOVAL OF ASBESTOS-CONTAINING MATERIAL AND DEBRIS

A. Remove and properly dispose of all asbestos-containing materials indicated to be removed by the Contract Documents in accordance with federal, state, and local laws and regulations or as more stringently specified herein.

B. During any period of actual abatement of asbestos, an abatement supervisor shall be stationed within the containment area at least 25% of the time for the purpose of supervising the progress of the abatement work.

1. Maintain a sign in/out log, as specified previously in this section, in the immediate area of the change room to be signed by every person each time upon entering and leaving work areas.

C. Place in work areas at least one fire extinguisher with a minimum NFPA rating of 10BC (dry chemical) for every 1000 square feet, or fraction, of work area for the duration of abatement and subsequent cleaning activities. Place at least one similar fire extinguisher in vicinity of change room.

1. Exterior Preparation.
2. Restrict access to exterior grounds immediately adjacent to work areas by barrier tape or similar means.

3. Place appropriate warning signs, in English and Spanish, on at least every other window/door opening.

4. Thoroughly wet asbestos-containing materials and debris to be removed prior to stripping or tooling to reduce fiber dispersal into the air. Saturate material sufficiently to wet to the substrate without causing excess dripping. Allow time for water to penetrate material thoroughly. Spray material repeatedly during the work process to maintain a continuously wet condition.

5. Remove the saturated asbestos-containing materials and debris in small sections. Do not allow materials to dry out. As removed, place in barrels, double wrap or bag the materials in sealable plastic bags, six-mil minimum thickness, and place in containers for transport, labeled with the appropriate wording.

6. Provide general clean up of work areas concurrent with the removal of all asbestos-containing materials and debris. Do not permit accumulation of debris.

7. After removal of asbestos-containing materials and debris, all surfaces in the work area shall be wet-cleaned to remove residual accumulated material. Continue wet cleaning until all surfaces are free of visible dust, dirt and debris.

CLEAN UP AND CLEARANCE TESTING

A. Provide general clean up of work areas concurrent with the removal activities. Do not permit accumulation of debris on work area.

B. Standard of cleaning for Final Clearance: Consider contained work areas and all other decontaminated and cleaned areas clean when:

1. Surfaces are free from dust, dirt, residue, and debris from abatement operations or other activities subordinate to these operations.

2. Consultant has approved level of cleanliness.

3. Air testing performed by Consultant indicates that the air in the contained/enclosed work areas is acceptable, as specified in this section.

DISPOSAL OF ASBESTOS-CONTAMINATED WASTE

A. All asbestos abatement waste shall be transported to and disposed of at approved landfills.

B. Asbestos-containing waste and debris shall be transported to the landfill double wrapped, double bagged, or in properly lined barrels. Removed debris, pipe insulation, used cleaning tools, towels, protective suits, used plastic sheeting and spray-applied plastic sheeting shall be treated as asbestos-containing waste materials.

C. Temporary storage of asbestos wastes outside the work areas may be utilized only if the proposed area(s) are lined with at least two layers of six-mil plastic sheeting, individually applied, and appropriate warnings are posted. Submit proposed location and procedures for temporary waste storage to the Owner prior to initiating use.

D. Remove sealed and labeled containers of asbestos-containing material and waste and transport them for disposal to the specified landfill as follows.

1. Line dumpster, trailer or other waste transport with at least two layers of six-mil plastic sheeting, individually applied. Plastic sheeting used to line waste transport containers need not be flame retardant.

2. Notify the Consultant or Project Manager prior to removing each trailer or other waste transport from the project site.

3. Asbestos-containing waste material shall be treated, packaged, labeled, transported, and disposed of in accordance with 29 CFR 1926.1101 (OSHA), 40 CFR 61.150 (EPA) and 49 CFR 107 et al., (DOT).

4. Asbestos waste transport shall be limited to approved routes for transport of hazardous materials. Ensure that there are no visible emissions to the outside air from site where materials and waste are deposited.

5. Notify the Consultant or Project Manager immediately of any spill or similar incident involving the transport and disposal of asbestos wastes.

E. Alternative methods of transporting asbestos-containing debris will be considered by the Consultant. Do not use alternative methods until reviewed and accepted by the Consultant.

FIELD QUALITY CONTROL

A. The Consultant or Project Manager shall conduct area air monitoring prior to, throughout, and following preparation, removal and cleaning operations.

1. All phase contrast microscopy (PCM) area air samples collected by the Consultant or Project Manager will be analyzed in general accordance with the procedures outlined in the National Institute for Occupational Safety and Health (NIOSH) 7400 Method and also will follow guidelines issued by EPA regarding detection limits. Owner and Consultant reserve the right to analyze air samples by transmission electron microscopy (TEM).

2. Background prevalent level air samples, collected on media for analysis by phase contrast microscopy, will be obtained from representative areas immediately prior to the start of the project and will be analyzed.

3. Background prevalent level air samples, collected on media for analysis by transmission electron microscopy, will, when deemed necessary by the Consultant, be obtained from representative areas immediately prior to the start of the project and will be held for future analysis at the discretion of the Consultant.

4. Area air samples will be collected both inside and outside of work areas. The Contractor is cautioned, however, that should interpretations be made, opinions be formed and conclusions be drawn as a result of examining the test results, these interpretations, opinions and conclusions will be those made, formed and drawn solely by the Contractor.

5. All samples must meet specified clearance levels for the area being tested to be considered clean. Results of PCM air sample analysis shall be reported as the 95 percent upper confidence limit (UCL).

A. Final clearance air samples will be of at least 1250 liters of air, collected at a flow rate of at least 0.5 to less than 16 liters per minute on 0.8 micron MCE filters in conducting cassettes with extension cowls.

B. Contractor shall wet-clean and HEPA-vacuum areas outside the contained work areas in which elevated airborne fiber concentrations are detected. Indicated airborne fiber concentrations above 0.01 f/cc, or ambient prevalent levels, will be considered elevated airborne fiber concentrations.

C. Visual observations will be made by the Consultant or Project Manager after final clean-up and de-mobilization to determine the presence of visible dust, dirt, debris and abatement refuse indicative of improper cleaning and decontamination proceed.

REVISED BID FORM
Asbestos Abatement Services
City of Lubbock, Texas
ITB 14-11681-MA
Unit Pricing

In compliance with the **Invitation to Bid 14-11681-MA,** 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 **14-11681-MA** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

Item	Description of Work	Units	Unit Price *1-100 ft	Unit Price *101-500 ft	Unit Price *>500 ft
1	Floor Tile	SF	4.50	3.00	2.00
2	Floor Tile Mastic	SF	4.50	3.00	2.00
3	Thermal Pipe Insulation – Less than 2" diameter pipe (In Containment)	LF	24.00	12.00	8.00
4	Thermal Pipe Insulation - 2" to 4" diameter Pipe (In Containment)	LF	30.00	15.00	10.00
5	Thermal Pipe Insulation - 4" to 8" diameter Pipe (In Containment)		40.00	30.00	20.00
6	Thermal Vessel Insulation – Up To 2" Thick	SF	40.00	30.00	20.00
7	Thermal Vessel Insulation – Up To 2" to 4" Thick	SF	40.00	30.00	20.00
8	Wall and Ceiling Texture (On Sheetrock) under 12" high	SF	22.00	11.00	6.00
9	Wall and Ceiling Texture (On Sheetrock) under 12" high 24" high	SF	22.00	11.00	6.00
10	Wall and Ceiling Texture (On Plaster) under 12" high	SF	12.00	8.00	4.50
11	Wood and Ceiling Texture (On Plaster)12' – 24' high	SF	22.00	11.00	6.00
12	Lay-In Ceiling Tile	SF	10.00	6.00	3.00
13	12x12 Ceiling Tile and Mastic	SF	15.00	8.00	4.00
14	Tape and Bed Joints and Texture	SF	15.00	8.00	4.00
15	Wall and Ceiling Plaster	SF	20.00	15.00	7.00
16	Spray on Fireproofing – under 12' high	SF	20.00	10.00	5.00
17	Spray on Fireproofing – under 12' to 24' high	SF	22.00	11.00	6.00
18	Linoleum Floor Covering and Mastic	SF	9.00	6.00	3.00
19	Insulation in Light Floor	LF	20.00	10.00	5.00
20	Caulking and Window Glazing	LF	15.00	7.00	3.00
21	AHU Flex Connector	LF	20.00	10.00	5.00
22	Glued on 12 x 12 Ceiling tile	SF	15.00	8.00	4.00
1	Mobilization – The base charge for the Contractor to load and unloading of equipment (round trip) per job site. Mobilization charge is not applicable for consecutive days/weeks unless Contractor has completely evacuated the work site from prior work. Mobilization includes administration to set up the project and transporting equipment/materials to and from job site, start to finish.			$ 800.00	
2	Material – Percentage of markup on material based on actual cost to contractor.				% 10

How long has your company been in this business? 21 years

How many consecutive years of experience do you have in providing these services? 21 yrs

Do you have a local service shop? Yes ☑ No ☐
Adddress: 208 Paris Avenue Lubbock TX
If emergency service is required at night or on weekends, can you respond? Yes ☑ ☐ No ☐
What is your response time for an emergency? 2-24 hours
What is your response time for calls other than emergency? Notification time 10 days
What is your response time to begin a project after receipt of order? Notification time 10 days
List any additional information to be considered in evaluating your bid.

We have a long history working with City. We hope by now we have won your confidence. Knowing that we provide an excellent service and have always been competitive and fair with our pricing.

Contractors Signature _____ **Company's Name** West Texas Abatement Comp.

***Volume in square feet or linear feet (whichever applies)**
* Prices do not include Containment

BID FORM
Asbestos Abatement Services
City of Lubbock, Texas
ITB No. 14-11954-MA

In compliance with the **Invitation to Bid 14-11954-MA**, 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 **14-11954-MA** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

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 Asbestos Abatement Services 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 3 %, net 10 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES ✓ NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this

solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY West Texas Abatement, 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: _____

Address: P.O. Box 94287

City: Lubbock State: TX Zip 79493

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 7/29/14
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

M/WBE Firm:						
✓	Woman		Black American		Native American
	Hispanic American		Asian Pacific Americ		Other (Specify)

By Tonya Oldham Date: 7-23-14
Authorized Representative - must sign by hand

Officer Name and Title: Tonya Oldham President
Please Print

Business Telephone Number 806 744 9802 FAX: 806 793 0671

E-mail Address: danoldham2803@aol.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. 18.**

Meeting Date: 08/28/2014

Information

Agenda Item

Resolution - Technology and Information: Consider a resolution authorizing the Mayor to execute Purchase Order 33000530 with Mythics, Inc. for the Oracle Annual License Maintenance and Support Renewal for Enterprise One.

Item Summary

The agreement is for the annual license maintenance and support renewals for the Oracle JD Edwards Enterprise One and One View Reporting applications for the upcoming year, July 1, 2014 through June 30, 2015. The support will be invoiced quarterly in arrears.

The renewal purchase from Mythics, Inc., for license maintenance and support, is made available from the General Services Administration (GSA) Schedule 70, Contract GS-35F-0153M. General Services Administration Federal Supply Service awards schedule contracts by competitive procurement procedures for more than 70 schedules covering Information Technology Equipment and Services. The prices reflected on GSA schedule contracts are the most favored customer prices and the maximum price allowable. Pursuant to Section 211 of the e-Gov Act of 2002, Cooperative Purchasing provides authorized State and local government entities access to information technology items offered through GSA's Schedule 70 and the Corporate contracts for associated special item numbers.

Fiscal Impact

The renewal amount of $130,000 for update license maintenance and support is budgeted in the Information Technology operating budget.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer, Assistant City Manager

Attachments

Resolution & Contract - Mythics, Inc

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 33000530 by and between the City of Lubbock and Mythics, Inc. of Virginia Beach, Virginia for Oracle Support Renewal per GS-35F-0153M, 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:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

vw:ccdocs/RES.Mythics, Inc.-PurchaseOrd
August 13, 2014

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 08/13/2014
Order Number 33000530 000 OP
Branch/Plant 3410

TO: MYTHICS INC
1439 GREAT NECK RD
SUITE 201
VIRGINIA BEACH Virginia 23454

SHIP TO: CITY OF LUBBOCK
INFORMATION TECHNOLOGY
C/O MARK YEARWOOD
1611 10TH STREET
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 08/13/2014 Freight
Requested 08/28/2014 Taken By K SHEPHERD
Delivery Per J Zhine / Req # 44151 Q#COL6263314 FY15/GS-35F-0153M

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Oracle Support Renewal	1.000	130,000.0000	EA	130,000.00	08/28/2014
7/1/14-6/30/15					

Total Order

Terms NET 30 DAYS 130,000.00

This purchase order encumbers funds in the amount of $130,000.00 awarded to Mythics, Inc. of Virginia Beach, VA, on August 28, 2014. The following is incorporated into and made part of this purchase order by reference: Price quotation COL 6263314 FY15 dated July 29, 2014, from Mythics, Inc. of Virginia Beach, VA and General Services Administration (GSA) Contract GS-35F-0153M. Resolution #_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

MYTHICS™

ORACLE Platinum Partner

Janey Krause
Direct: 757.416.6536
Fax: 757.965.9486
Email: Jkrause@mythics.com

Mythics, Inc
1439 N. Great Neck Rd. Suite 201
Virginia Beach, VA 23454

Company Name: City of Lubbock

Contact: Jay Zhine
Phone: 806.775.2366
Email: jzhine@mail.ci.lubbock.tx.us

Quote Number: COL 6263314 FY15
Prepared On: July 29, 2014
Valid Through: August 29, 2014

ORACLE SUPPORT RENEWAL

Software Update License & Support

Line Item	CSI	Oracle Product Description	Term	License Type	Number of Licenses	License Level
1	19444976	JD Edwards EnterpriseOne Configurator (included in Suite)	Jul 1, 2014 - Jun 30, 2015		18	FULL USE
2	19444976	JD Edwards EnterpriseOne Procurement and Subcontract Management (included in Suite)	Jul 1, 2014 - Jun 30, 2015		18	FULL USE
3	19444976	JD Edwards EnterpriseOne Project Costing (included in Suite)	Jul 1, 2014 - Jun 30, 2015		18	FULL USE
4	19444976	JD Edwards EnterpriseOne Bulk Stock Inventory (included in Suite)	Jul 1, 2014 - Jun 30, 2015		18	FULL USE
5	19444976	JD Edwards EnterpriseOne Transportation Management (included in Suite)	Jul 1, 2014 - Jun 30, 2015		18	FULL USE
6	19444976	JD Edwards EnterpriseOne Requirements Planning (included in Suite)	Jul 1, 2014 - Jun 30, 2015		18	FULL USE
7	19444976	JD Edwards EnterpriseOne Sales Order Management (included in Suite)	Jul 1, 2014 - Jun 30, 2015		18	FULL USE
8	19444976	JD Edwards EnterpriseOne Manufacturing Management (included in Suite)	Jul 1, 2014 - Jun 30, 2015		18	FULL USE
9	19444976	JD Edwards EnterpriseOne Advanced Stock Valuation (included in Suite)	Jul 1, 2014 - Jun 30, 2015		18	FULL USE
10	19444976	JD Edwards EnterpriseOne Service Management Foundation (included in Suite)	Jul 1, 2014 - Jun 30, 2015		18	FULL USE
11	19444976	JD Edwards EnterpriseOne Quality Management (included in Suite)	Jul 1, 2014 - Jun 30, 2015		18	FULL USE
12	19444976	JD Edwards EnterpriseOne Advanced Pricing (included in Suite)	Jul 1, 2014 - Jun 30, 2015		18	FULL USE
13	19444976	JD Edwards EnterpriseOne Warehouse Management (included in Suite)	Jul 1, 2014 - Jun 30, 2015		18	FULL USE
14	19444976	JD Edwards EnterpriseOne Inventory Management (included in Suite)	Jul 1, 2014 - Jun 30, 2015		18	FULL USE
15	19444976	JD Edwards EnterpriseOne Financials (included in Suite)	Jul 1, 2014 - Jun 30, 2015		18	FULL USE
16	19444976	JD Edwards EnterpriseOne Agreement Management (included in Suite)	Jul 1, 2014 - Jun 30, 2015		18	FULL USE
17	19444976	JD Edwards EnterpriseOne System Foundation (included in Suite)	Jul 1, 2014 - Jun 30, 2015		18	FULL USE
18	19444976	JD Edwards EnterpriseOne Contract and Service Billing (included in Suite)	Jul 1, 2014 - Jun 30, 2015		18	FULL USE
19	19444976	JD Edwards EnterpriseOne Inventory Management (included in Suite)	Jul 1, 2014 - Jun 30, 2015		182	FULL USE

20	19444976	JD Edwards EnterpriseOne Transportation Management (included in Suite)	Jul 1, 2014 - Jun 30, 2015		182	FULL USE
21	19444976	JD Edwards EnterpriseOne Bulk Stock Inventory (included in Suite)	Jul 1, 2014 - Jun 30, 2015		182	FULL USE
22	19444976	JD Edwards EnterpriseOne Configurator (included in Suite)	Jul 1, 2014 - Jun 30, 2015		182	FULL USE
23	19444976	JD Edwards EnterpriseOne Manufacturing Management (included in Suite)	Jul 1, 2014 - Jun 30, 2015		182	FULL USE
24	19444976	JD Edwards EnterpriseOne Sales Order Management (included in Suite)	Jul 1, 2014 - Jun 30, 2015		182	FULL USE
25	19444976	JD Edwards EnterpriseOne Procurement and Subcontract Management (included in Suite)	Jul 1, 2014 - Jun 30, 2015		182	FULL USE
26	19444976	JD Edwards EnterpriseOne Advanced Stock Valuation (included in Suite)	Jul 1, 2014 - Jun 30, 2015		182	FULL USE
27	19444976	JD Edwards EnterpriseOne Project Costing (included in Suite)	Jul 1, 2014 - Jun 30, 2015		182	FULL USE
28	19444976	JD Edwards EnterpriseOne Advanced Pricing (included in Suite)	Jul 1, 2014 - Jun 30, 2015		182	FULL USE
29	19444976	JD Edwards EnterpriseOne Financials (included in Suite)	Jul 1, 2014 - Jun 30, 2015		182	FULL USE
30	19444976	JD Edwards EnterpriseOne Contract and Service Billing (included in Suite)	Jul 1, 2014 - Jun 30, 2015		182	FULL USE
31	19444976	JD Edwards EnterpriseOne Requirements Planning (included in Suite)	Jul 1, 2014 - Jun 30, 2015		182	FULL USE
32	19444976	JD Edwards EnterpriseOne System Foundation (included in Suite)	Jul 1, 2014 - Jun 30, 2015		182	FULL USE
33	19444976	JD Edwards EnterpriseOne Quality Management (included in Suite)	Jul 1, 2014 - Jun 30, 2015		182	FULL USE
34	19444976	JD Edwards EnterpriseOne Warehouse Management (included in Suite)	Jul 1, 2014 - Jun 30, 2015		182	FULL USE
35	19444976	JD Edwards EnterpriseOne Agreement Management (included in Suite)	Jul 1, 2014 - Jun 30, 2015		182	FULL USE
36	19444976	JD Edwards EnterpriseOne Service Management Foundation (included in Suite)	Jul 1, 2014 - Jun 30, 2015		182	FULL USE
37	19444976	JD Edwards EnterpriseOne One View Reporting Foundation	Jul 1, 2014 - Jun 30, 2015	Application User Perpetual	11	FULL USE
38	19444976	JD Edwards EnterpriseOne One View Reporting for Payroll	Jul 1, 2014 - Jun 30, 2015	Application User Perpetual	5	FULL USE
39	19444976	JD Edwards EnterpriseOne Payroll	Jul 1, 2014 - Jun 30, 2015	Employee Perpetual	2270	FULL USE
40	19444976	JD Edwards EnterpriseOne Time and Labor	Jul 1, 2014 - Jun 30, 2015	Employee Perpetual	2270	FULL USE
41	19444976	JD Edwards EnterpriseOne One View Reporting for Financials	Jul 1, 2014 - Jun 30, 2015	Application User Perpetual	5	FULL USE
42	19444976	JD Edwards EnterpriseOne One View Reporting for Project Costing	Jul 1, 2014 - Jun 30, 2015	Application User Perpetual	5	FULL USE
43	19444976	JD Edwards EnterpriseOne One View Reporting for Inventory Management	Jul 1, 2014 - Jun 30, 2015	Application User Perpetual	5	FULL USE
44	19444976	JD Edwards EnterpriseOne Human Resources	Jul 1, 2014 - Jun 30, 2015	Employee Perpetual	2270	FULL USE
45	19444976	JD Edwards EnterpriseOne One View Reporting for Human Resources	Jul 1, 2014 - Jun 30, 2015	Application User Perpetual	6	FULL USE
46	19444976	Oracle Technology Foundation for JD Edwards EnterpriseOne	Jul 1, 2014 - Jun 30, 2015	Application User Perpetual	200	FULL USE

TOTAL SUPPORT:	$130,000.00
NEW LICENSE & SUPPORT:	UPON REQUEST
TRAINING:	UPON REQUEST
SERVICES:	UPON REQUEST

TOTAL SUPPORT	**$130,000.00**

***Please reference Mythics Quote Number on your purchase order: COL 6263314 FY15

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.

Purchasing Instructions:

Please include the following statements in your order:

1. This order is placed pursuant to the terms and conditions of **GS-35F-0153M.**
2. Payment terms are: Quarterly in Arrears
3. Mythics Quote Number COL 6263314 FY15.

Regular City Council Meeting **5. 19.**

Meeting Date: 08/28/2014

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute a firm fixed price fuel contract 11972 for bulk fuel with Rip Griffin Truck Service Center, Inc., RFP 14-11972-MA.

Item Summary

The contract with Rip Griffin Truck Service Center, Inc. establishes firm fixed prices for unleaded and diesel fuel for a five-year period for the City and Citibus Fleet operations. The firm fixed pricing and delivery strategy avoids market volatility and improves budget accuracy regarding the fuel budget. The contract will begin January 1, 2015 and expire on December 31, 2015 with the option to renewal for four additonal one year periods. The committee evaluated the response using the the following criteria: Price 50%; Supply 30%; Delivery 15%; and Fuel Measurement and Reconciliation 5%. Staff recommends the contract award to Rip Griffin Service Center, Inc of Lubbock, Texas with 472 points average for the three members of the committee.

The price per gallon is $2.645 for unleaded fuel and $2.995 for diesel fuel. These prices do not include freight and taxes. The current contract prices for unleaded and diesel fuel are, $2.49 and $2.895 respectively.

Staff recommends contract award to the sole offeror, Rip Griffin Truck Service Center, Inc of Lubbock, Texas.

Fiscal Impact

The estimated fuel costs are $2,994,367 for unleaded and $4,204,225 for diesel annually for the City and Citibus and are budgeted within each operating department's budgets.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - Rip Griffin Truck Service Center, Inc

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11972 for bulk fuel, by and between the City of Lubbock and Rip Griffin Truck Service Center, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

vw:ccdocs/RES.Contract-Rip Griffin
August 13, 2014

Rip Griffin Travel Centers

4710 4th Street Lubbock TX 79416
Phone (806) 795-8785 • Fax (806) 795-6574

FIXED PRICE QUOTATION

Fuel Purchaser: City of Lubbock

Contact Person: Marta Alvarez, Director of Purchasing and Contract Management

Address: 1625 13th Street
Lubbock TX 79401

Telephone No.: (806) 775-2165
Fax No: (806) 775-2164

In response to your purchase inquiry, Rip Griffin Truck Service Center, Inc ("RGTSC") is pleased to submit this Quotation, which will be valid through November 15, 2014 (the "Outside Acceptance Date"). Your execution below and return of the same to us, on or before the Outside Acceptance Date, shall indicate your agreement to the terms and conditions of this Quotation and the Provisions of Agreement, attached hereto as Exhibit A and incorporated herein by this reference (collectively, the "Agreement").

Quantity	Product	Price (EXCLUDING TAXES)	Delivery Location
	ULSD, Dyed ULSD, B5, B20, Unleaded Gasoline 10% Ethanol	**Details to follow upon of award of contract**	

TERM OF AGREEMENT: January 1, 2015 through December 31, 2015 (the "Term")
PAYMENT TERMS: Net 15 Days without discount
GENERAL PROVISIONS:

1. Effective Date. The "Effective Date" of this Agreement shall be the date deliveries commence, notwithstanding the date of execution by the parties.
2. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and can only be revised or amended in writing, signed by both parties.
3. Tests required by the City for specification compliance shall be provided by a third party certified laboratory mutually agreed by both parties.
4. We will not be responsible for any discrepancies or variances that may occur between the invoiced fuel volume and the City's recorded fuel volume due to the fact we do not have care, custody or control of the facility.
5. Prices are based on the Fixed Price agreement
6. In compliance with the City of Lubbock RFP 14-11972-MA we will not accept a partial bid, we will only agree on an "all or nothing" bid.

7. The parties agree to the terms of Attachment "A" attached hereto and incorporated by reference.

FUEL PURCHSER:

CITY OF LUBBOCK
A Texas Home-Rule City

By: Glen C. Robertson
Its: Mayor
Date:

RGTSC:

RIP GRIFFIN TRUCK SERVICE CENTER, INC.
A Texas Corporation

By: Mark Griffin
Its: President
Date: 8/19/14

Attest:

Rebecca Garza, City Secretary

Approved as to Content:
Scott Snider, Assistant City Manager

Approved as to Form:
Mitch Satterwhite, First Assistant City Attorney

A. Non-Arbitration

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

B. Nonappropriation

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

EXHIBIT A

PROVISIONS OF AGREEMENT

The following terms and conditions are incorporated into and form an integral part of the Quotation to which they are attached, with the same being collectively referred to as the "Agreement", as provided therein.

1. **PURCHASE ORDER LANGUAGE.** All purchase orders utilized under this Agreement must contain the following language:

> "This purchase order is issued as acceptance of RGTSC's Quotation dated _____ and of all the term and conditions thereof, including but not limited to the "Provisions of Agreement" attached thereto (collectively, the "Agreement"). The Agreement shall control over any purchase order, delivery sheet or other document used by Fuel Purchaser, regardless of whether or not such document is signed by an employee of RGTSC."

2. **PRICE ADJUSTMENTS.** In the event fuel prices are to be determined by reference to an index, the price for each product shall be that first published on the date of delivery. Fuel Purchaser acknowledges that the prices of product sold under this Agreement, if stated in a dollar and cents figure, are based upon consideration of several factors and, as such, are subject to increase or decrease by Seller, in its sole discretion, at any time during the Term of this Agreement, without prior written notice to Fuel Purchaser. In the event any increase in price is unacceptable to Fuel Purchaser, Fuel Purchaser may elect to *immediately* discontinue future purchases hereunder, *only as to the product or products for which the price was increased*; provided that, Fuel Purchaser timely makes such election in accordance with any requirement of RGTSC in such regard, it being understood that Fuel Purchaser may discontinue the purchase of other products hereunder and/or terminate this Agreement only upon thirty (30) days prior written notice to Seller.

3. **TAXES.** Fuel Purchaser shall be responsible for any and all taxes arising from or related to the transactions contemplated by this Agreement, including but not limited to, all domestic and foreign taxes and duties now or hereafter imposed directly or indirectly: (i) on fuel products purchased by Fuel Purchaser hereunder and (ii) on the production, manufacture, transportation, purchase, sale, use or handling of such fuel products, of any material contained in such fuel products, or of any material from which such fuel products are wholly or partly refined or manufactured. Upon receipt of any invoice, bill or assessment related to such taxes or duties, Fuel Purchaser shall promptly and timely pay the same.

4. **INDEMNITY.** To the extent permitted by applicable law, Fuel Purchaser hereby agrees to defend, indemnify and hold harmless RGTSC, its parent, subsidiaries, affiliates and related companies, and the partners, officers, directors, members, employees and representatives of any of the foregoing, from and against any and all liabilities, claims, liens, damages, fines or penalties, losses, judgments, costs and expenses (including attorneys fees and court costs), of whatever kind or nature and in any manner directly or indirectly arising out of, in connection with or resulting from (i) any breach of this Agreement or the performance of its obligations under this Agreement by Fuel Purchaser, an employee of Fuel Purchaser or anyone acting under Fuel Purchaser's direction or control or on its behalf, (ii) the negligence (whether active or passive) of Fuel Purchaser, an employee of Fuel Purchaser or anyone acting under Fuel Purchaser's direction or control or on its behalf, and (iii) the willful misconduct of Fuel Purchaser, an employee of Fuel Purchaser or anyone acting under Fuel Purchaser's direction or control or on its behalf, it being understood that Fuel Purchaser's obligations hereunder shall not apply to liabilities caused by the sole or gross negligence or willful misconduct of the indemnified party. RGTSC may participate in any investigation or defense of any claim or action hereunder and may, at its option, notwithstanding the foregoing indemnity, elect to conduct any investigation or litigation regarding a claim for which it is indemnified hereunder through counsel of its own choosing and expense. This indemnification shall survive the expiration or termination of this Agreement.

5. **MANNER OF PAYMENT; DEFAULT IN PAYMENT.** All payments hereunder shall be made by Fuel Purchaser in U.S. dollars, without discount, deduction or offset of any kind, and in accordance with the other terms of this Agreement. If at any time, in RGTSC's opinion, Fuel Purchaser's creditworthiness becomes impaired or otherwise unsatisfactory, RGTSC may require that Fuel Purchaser (i) make only cash payments for products hereunder and/or (ii) provide such security, as RGTSC determines necessary or desirable, for Fuel Purchaser's payment and performance under this Agreement. Upon Fuel Purchaser's failure to timely pay any amount due to RGTSC hereunder, such amount shall (i) accrue interest at the rate of eighteen percent (18%) per annum and (ii) be subject to a late charge equal to ten percent (10%) of the outstanding sum due. The accrual of interest on such amounts and such late charge shall not prejudice any other remedies available to RGTSC under this Agreement or applicable law.

6. **RATABLE LIFTING.** If the term of this Agreement extends beyond one (1) calendar month, the following terms and conditions shall apply:

Lifting; Volume Tolerance: Fuel Purchaser shall lift all monthly quantities of fuel purchased under this Agreement by the end of each calendar month, on a ratable basis (*i.e.* with the monthly volume being lifted in approximately equal amounts each day of a calendar month, as practical). In any event (i) during each week of the Term, Fuel Purchaser shall lift no more than one hundred five percent (105%) and no less than ninety-five percent (95%) of the applicable monthly contract volume ("MCV"); and (ii) during each calendar month of the Term, the actual monthly volume ("AMV") of fuel lifted by Fuel Purchaser shall be within five percent (5%) of the applicable MCV.

Lifting Above MCV. Upon written agreement of the parties, Fuel Purchaser may lift above the MCV for any calendar month of the Term. In the absence of such written agreement, all volume lifted above the applicable MCV shall be priced and payable at RGTSC's pricing formula reflected in RGTSC's response to the City of Lubbock Request for Proposal 09-047-MA.

Underlifting of MCV. In the event Fuel Purchaser lifts less than ninety-five percent (95%) of the MCV for any calendar month of the Term, Fuel Purchaser shall pay to RGTSC an amount equal to the pricing formula reflected in RGTSC's response to the City of Lubbock Request for Proposal 09-047-MA per gallon multiplied by the product of MCV less AMV.

7. ~~**CAPACITY – ABILITY TO PERFORM.** If RGTSC determines, in its sole discretion, that its ability to perform under this Agreement is significantly impaired or impractical, as to one or more products, for any reason whatsoever, upon written notice to Fuel Purchaser, RGTSC shall be relieved of any and all obligations hereunder (as to such product or products). In such event, RGTSC shall not be liable for any claims, damages or liabilities resulting from or in any way related to a delay in delivery, or non-delivery, of product to Fuel Purchaser. Nothing in this Section 11 shall be construed to extend the Term of this Agreement or to relieve Fuel Purchaser of its obligation to (i) pay for product actually delivered or (ii) otherwise perform under this Agreement.~~ Initial DK

8. **FORCE MAJEURE.** RGTSC's failure to perform any term or condition of this Agreement as a result of conditions beyond RGTSC's reasonable control, including, but not limited to, Acts of God, natural disaster or severe weather conditions, war, strikes, riots, picketing or other labor troubles or disputes, malicious mischief, civil commotion, the inability to procure materials, shortages, government restrictions, power failures, the damage, destruction or malfunction of any network facilities or servers, performance failures of third parties upon which RGTSC may rely in its performance hereunder, and the total or partial failure of transportation facilities customarily available to RGTSC, shall not be deemed a breach of this Agreement.

9. **LIMITED WARRANTY AND LIMITATION OF DAMAGES.** BEYOND THE BASIC DESCRIPTION OF THE PRODUCT BEING SOLD TO FUEL PURCHASER UNDER THIS AGREEMENT, RGTSC MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, AS TO THE QUALITY, CONDITION, MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT BY OR ANY OTHER MATTER RELATING TO THE PRODUCT. FUEL PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE REPLACEMENT OF THE NONCONFORMING PRODUCT. IN ANY EVENT, RGTSC SHALL NOT HAVE ANY RESPONSIBILITY TO FUEL PURCHASER FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO, LOSS OF BUSINESS OR ANTICIPATED PROFITS, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, PURCHASE, USE, PERFORMANCE OR NONCONFORMANCE OF PRODUCT HEREUNDER. TO THE EXTENT PERMITTED BY LAW, THIS DISCLAIMER OF LIABILITY WILL NOT BE AFFECTED OR IMPAIRED IF THE REMEDY PROVIDED HEREUNDER SHALL FAIL OF ITS ESSENTIAL PURPOSE.

10. **CLAIMS; REQUIRED NOTICE.** Fuel Purchaser must notify RGTSC in writing of any claim for breach of limited warranty provided in this Agreement within four (4) business days after delivery of the product, but in any event prior to subsequent delivery of product to the tank (site) of the product at issue, it being agreed that Fuel Purchaser's failure to provide timely written notice shall constitute Fuel Purchaser's waiver of any such claim. Fuel Purchaser shall allow RGTSC reasonable opportunity to inspect the product at issue; provided that, if delivery of product is made in equipment furnished by RGTSC, notice of any claim and the reasonable opportunity to inspect shall be given prior to such product being unloaded. Fuel Purchaser shall immediately notify RFTSC in writing if any equipment used to delivery product is leaking or is otherwise not in good condition and repair.

11. **NOTICE.** All notices or other communication herein required or permitted shall be in writing and given by personal delivery or sent by (i) registered or certified mail, return receipt requested, postage prepaid, (ii) facsimile or (iii)

nationally recognized overnight courier service, addressed to the respective party as set forth on the first page of the Agreement (unless written notice of change thereof is provided). Notice shall be deemed given on the earlier of (i) actual receipt, (ii) three (3) business days after deposit in the U.S. Mail, (iii) the date of facsimile delivery/receipt confirmation, or (iv) the first business day after deposit with an overnight courier. Any notice or communication not received because of change of address, without notice to the other party thereof, or refusal to accept delivery, shall be deemed received on the date of attempted personal delivery or on the date, as indicated above, for other permitted methods of delivery.

12. **MISCELLANEOUS.** This Agreement and the legal relations between the parties shall be governed by the laws of the State of Texas without giving effect to any conflict of law provision (whether of the State of Texas or any other jurisdiction) that would cause the application of the law of any other jurisdiction. No waiver by RGTSC of any breach or default of any provision of this Agreement shall waive any subsequent breach or default of the same or any other provision. Fuel Purchaser may assign its rights under this Agreement only upon the prior written approval of RGTSC and, notwithstanding any such assignment, Fuel Purchaser shall not be released from its obligations hereunder, absent RGTSC's written agreement to the contrary. This Agreement may be executed in one or more counterparts, and by facsimile, all of which counterparts shall be considered one and the same agreement. In any action to enforce or defend this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs associated therewith.

A. Non-Arbitration

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

B. Nonappropriation

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

Rip Griffin Travel Centers

Pricing & Delivery Method

Proposal Part IV - Pricing

CITY OF LUBBOCK
BULK FUEL RFP 14-11972-MA

Rip Griffin has submitted an offer for a fixed firm price as requested to help control the City's annual fuel budget. This fixed price will remain the same for the initial term of the contract for Bobtail and Transport deliveries. Rip Griffin currently provides bulk fuel and delivery services to the City and the ordering / delivery process will remain unchanged.

GENERAL OFFICES * 4710 4TH STREET * LUBBOCK, TEXAS 79416 * (806) 795-8785
TOLL FREE (800) 333-9330

PRICE PROPOSAL

The pricing structure includes eight (8) cost categories. The Contractor cannot modify, change or increase the Total Delivered Firm Price per Gallon for the initial term of the contract. Prices must be stated in four (4) decimal places (10 ten thousandths).

For evaluation purposes only, use the average net price published in the OPIS Daily Report for Lubbock, Texas, July 31, 2014. The firm fixed delivered price per gallon for the duration of the initial contract term shall be determined using the average net price published in the OPIS Daily Report for Lubbock, Texas, on the date specific Offeror enters in Category 1.

Offeror shall state in date specific to be used for the average net price per gallon published in the OPIS Daily Report for Lubbock, Texas, for fuel delivery beginning January 1, 2015. For evaluation purposes only, use the average net price published in the OPIS Daily Report for Lubbock, Texas, for July 31, 2014. The firm fixed delivered price per gallon for the duration of the initial contract term.

INCLUDE THE FEE FOR THE DELIVERY OF PETROLEUM PRODUCTS IN WITH THE PRICES YOU PROPOSED BELOW.
**** If proposing a different fuel type include the price and product specifications.**

Item	Fuel	Load	Firm Price Per Gal
1	Ethanol (10%)	Transport	$ **2.645**
2	Ethanol (10%)	Bobtail	**$ 2.645**
3	Red Dyed Diesel	Transport	**$ 2.995**
4	Red Dyed Diesel	Bobtail	**$ 2.995**
5	Ultra Low Sulfur Diesel – B5 (15ppm)	Transport	**$ 2.995**
6	Ultra Low Sulfur Diesel – B5 (15ppm)	Bobtail	**$ 2.995**
7	Ultra Low Sulfur Diesel – B20 (15ppm)	Transport	**$ 2.995**
8	Ultra Low Sulfur Diesel – B20 (15ppm)	Bobtail	**$ 2.995**

OPIS Rack Averages Published July 31, 2014
For Information purposes only

Unl 10% $2.8176
Red Dyed Diesel $3.0658
Ultra Low Sulfer Diesel- B5 Clear $3.0551
Ultra Low Sulfer Diesel- B5 Clear $3.0582

Trade name of fuel offered _____.

The above price does not include any and all applicable taxes and or fees. Taxes will be charged in addition to the above price.

See attached Lubbock, TX Rack OPIS publication for July 31, 2014 for reference and information purpose only.

Regular City Council Meeting **5. 20.**

Meeting Date: 08/28/2014

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order contract 31020388 with Lubbock Truck Sales for cab and chassis and purchase order contract 31020387 with Texan Waste Equipment d/b/a Heil of Texas for packer bodies, ITB 14-11868-DT.

Item Summary

The purchase order contracts are for five refuse collection cab and chassis and packer bodies. The cab and chassis is a 2015 Freightiner M2106 and the packer body is a 2014 SEC-Challenger II 30 cubic-yard side loader. The trucks are left-hand drive, with tandem drive rear axle, diesel-powered and at 56,000 lb. Gross Vehicle Weight Rating (GVWR). The trucks will be used as replacements for older units in the Solid Waste Collection department for use with residential trash collection.

A competitive sealed bid was issued and Buy Boards quotes were requested to obtain and recommend the lowest price. Two responses were received for the cab and chassis and three responses was received on the packer bodies.

The cab and chassis manufacturer will deliver the vehicles to the body manufacturer for final assembly and delivery.

A bid tabulation is provided.

Staff recommends purchase order contracts to be awarded to Lubbock Truck Sales of Lubbock, Texas, for $395,945 and to Texan Waste Equipment d/b/a Heil of Irving, Texas, for $409,375.

Fiscal Impact

The equipment is approved in the Adopted FY 2013-14 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - Lubbock Truck Sales, Inc

Resolution & Contract - Texan Waste Equipment dba Heil of Texas

Bid Tabulation

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. 31020388 by and between the City of Lubbock and Lubbock Truck Sales, Inc. for the purchase of refuse collection cab and chassis per ITB 14-11868-DT, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

vw:ccdocs/RES.Lubbock Truck Sales-PurchaseOrd
August 11, 2014

City of Lubbock TEXAS **PURCHASE ORDER**

Page - 1
Date - 08/11/2014
Order Number 31020388 000 OP
Branch/Plant 3526

TO: LUBBOCK TRUCK SALES INC
1801 E SLATON HWY
LUBBOCK Texas 79404

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
204 MUNICIPAL DRIVE
LUBBOCK Texas 79404

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 08/28/2014 Freight
Requested 10/27/2014 Taken By T SHELLEY
Delivery PER L COX REQ 43246 ITB 14-11868-DT

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Left Hand Drive, Cab & Chassis	5.000	79,189.0000	EA	395,945.00	10/27/2014
56,000 lb GVWR,Spec 8762-LH					

Total Order

Terms NET 30 395,945.00

This purchase order encumbers funds in the amount of $395,945 awarded to Lubbock Truck Sales, Inc. of Lubbock, TX on August 28, 2014. The following is incorporated into and made part of this purchase order by reference: ITB 14-11868-DT. Price quotation dated May 14, 2014 from Lubbock Truck Sales, Inc. of Lubbock, TX, TX. Resolution#_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Bidder's Name: LUBBOCK TRUCK SALES

City of Lubbock, TX
Purchasing and Contract Management
BID FORM

In compliance with the **Invitation to Bid 14-11868-DT**, 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 14-11868-DT** 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.	5 ~~11~~	Each	Left Hand Drive, Tandem Drive Rear Axle, Diesel-Powered, Cab and Chassis, 56,000 lb GVWR, Spec 8762-LH	$ 79,189.00	$ 395,945 ~~$ 871,079.00~~	60
Option 1	11	Each	Extended Warranty per specifications.	$ ~~5,635.00~~	$ ~~61,985.00~~	60
	Model Year, Brand Name and Model Number: 2015 FREIGHTLINER M2106					
2.	11	Each	High Compaction Sideloading Packer Bodies, Spec 801-LH	$ NO BID	$ —	
	Model Year, Brand Name and Model Number:					

	TOTAL	$ 395,945

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** ****ARO – After Receipt of Order**

Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.

COOPERATIVE PURCHASING (optional): The City reserves the right to accept bids from cooperative contracts. The bidder shall submit the cooperative worksheet that includes price and applicable fees, if any. The minimum specifications for the bid item(s) must be included with the cooperative worksheet (Price Sheet).

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net 10 calendar days. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number

of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided

herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING *(optional)*: The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth. Yes X **No**_____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY LUBBOCK TRUCK SALES INC a corporation organized under the laws of the State of TEXAS, or a partnership consisting of _____ or individual trading as LUBBOCK TRUCK SALES of the City of LUBBOCK, TX

Firm: LUBBOCK TRUCK SALES Address: 1801 E. SLATON HWY

City: LUBBOCK State: TX Zip 79404

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 5/2/14 Addenda No. _____ Date _____

Addenda No. _____ Date _____ Addenda No. _____ Date _____

M/WBE Firm:						
		Woman		Black American		Native American
		Hispanic American		Asian Pacific Americ		Other (Specify)

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code, Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name_____ and Manufacture's License No._____
2. Name_____ and Converter's License No._____
3. Name_____ and Representative's License No._____
4. Name_____ and Franchise Dealer's License No._____

General Distinguishing No. P15961 (Franchised TX dealer)

By _____ Date: 5/13/14

Authorized Representative - must sign by hand

Officer Name and Title: MIKE IDEN

Please Print

Business Telephone Number: 806-748-1529 FAX: 806-748-1240

E-mail Address: MIDEN@LUBBOCKTRUCKSALES.COM

CITY OF LUBBOCK, TX
MINIMUM SPECIFICATIONS
LEFT HAND DRIVE, TANDEM DRIVE REAR AXLE,
DIESEL-POWERED, CAB AND CHASSIS, 56,000-POUND GVWR
SPEC # 8762-LH

YEAR 2015 MAKE FREIGHTLINER MODEL M2106

IT IS THE INTENT OF THIS SPECIFICATION, REFERENCED DOCUMENTS, REQUIREMENTS AND CONDITIONS SECTIONS TO DESCRIBE MINIMUM PERFORMANCE REQUIREMENTS. THE VEHICLE OR PRODUCT MEET OR EXCEED THE PERFORMANCE OR CONSTRUCTION DESCRIBED HEREIN. THE VENDOR SHALL BE REQUIRED TO MARK COMPLIANCE OR NON-COMPLIANCE TO EACH ITEM DESCRIPTION IN THE SPACE PROVIDED. ALL EQUIPMENT FURNISHED AS STANDARD TO THE GENERAL PUBLIC ON THE PRODUCT BY THE MANUFACTURER SHALL BE INCLUDED, EVEN WHEN NOT SPECIFICALLY IDENTIFIED IN THIS SPECIFICATION. ANY DEVIATIONS FROM THE WRITTEN SPECIFICATION WITH DATE AS SHOWN IN THE INVITATION TO BID (ITB) SHALL BE NOTED ON THE ATTACHED EXCEPTIONS TO THE SPECIFICATION IN ORDER TO RECEIVE FULL CONSIDERATION. ITB RESPONSE QUOTATION MUST FOLLOW THIS SPECIFICATION AND THE INVITATION TO BID'S TERMS AND CONDITIONS.

VENDOR NAME: LUBBOCK TRUCK SALES INC. PHONE: 806-748-1529

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES		NO
1.	**GENERAL**	**TRUCK, LEFT HAND DRIVE, TANDEM AXLE, DIESEL-POWERED, CAB AND CHASSIS, 56,000 GVWR.** **In places where the term "City approved equivalent" appears below, the vendor must identify what their proposed "City approved equivalent" product will be at the pre-bid meeting.** **No item included in the specifications can be changed or modified after the bid is accepted and approved by the City Council.**	✓		
2.	**SCOPE**	This specification describes a tandem axle, diesel powered cab and chassis for use by the City of Lubbock, Solid Waste Department, for mounting a 29 to 30 cubic yard, high compaction side loader that picks up from the street side of the body. All specified components shall be original equipment manufacturer (OEM) chassis-factory installed, when offered by the vehicle manufacturer. Trucks furnished to this specification shall be certifiable as straight trucks and shall meet or exceed the following requirements:	✓		
3.	**NOTICE TO RESPONDENTS**	DO NOT ASSUME YOUR STANDARD EQUIPMENT MEETS ALL OF THE DETAILED SPECIFICATION REQUIREMENTS. Respondents are cautioned that any unit delivered to FOB point which does not meet specifications in every aspect will not be accepted.	✓		
4.	**VEHICLE WEIGHT RATINGS**	Gross vehicle weight rating (GVWR) shall be minimum of 56,000 pounds.	✓		
4.1		Trucks shall be legally capable of operating at a maximum gross weight of 56,000 pounds.	✓		
4.2		Trucks shall also be structurally capable of operating at a gross weight of 56,000 pounds, off highway, under condition imposing more severe frame stresses without experiencing failure or permanent sets in truck frame or any component of the unit.	✓		
5.	**CHASSIS**				
5.1		The effective cab-to-trunnion dimension shall accommodate body being mounted, with horizontal muffler to accommodate the 29 to 30 cubic yard, high compaction side loader.	✓		

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES		NO
5.2		Frame shall be minimum 2,100,000 RBM straight reinforced, continuous, double-frame.	✓		
5.3		Special Chassis Requirement: No equipment shall be bolted inside the left hand frame from immediately behind the cab and extending 24 inches toward the rear of the unit. Left hand side must be clear of any obstruction.	✓		
6.	**DRIVELINE COMPONENTS**	Engine, transmission, and tandem drive rear axle offered shall have been in regular production and offered for sale to public and private entities for a minimum of 12 calendar months prior to bid opening. Drive line components shall meet the following requirements:	✓		
6.1		Engine shall be electronically controlled, minimum 8.0 liter, in-line, 6-cylinder design. Shall have minimum 300 gross horsepower at 2,100 RPM, and minimum 860 ft/lb gross torque. Engine repairs shall be available at any facility authorized as a repair provider by the applicable engine manufacturer. Engine shall have electronic shutdown protection and shall also include engine exhaust brakes. Automobiles and trucks shall meet or exceed the minimum requirements of the specification and all applicable requirements of Federal Motor Vehicle Safety Standards (Public Law 89-563). All requirements of these specifications shall be met unless they are in conflict with the applicable Federal Motor Vehicle Standards. Equipment furnished for the specification shall comply with all applicable requirements of the Environmental Protection Agency's Exhaust Emission Standards (940 CFR 85) as issued under authority of the Clean Air Act, as amended, (42 USC 1857, et seq,). It shall be the responsibility to the vendor to ensure that the equipment furnished meets the most recent requirements of all applicable laws. In the event equipment is furnished that is not in compliance with the law, it shall be the responsibility of the vendor to make all necessary modifications to the equipment required to achieve compliance with these laws.	✓		
6.2		Transmission shall be automatic shift type, 6-speed, and furnished with auxiliary transmission oil cooler, as recommended for severe service applications by transmission manufacturer, suitable for the applications described in the Scope, and meet the performance requirements in paragraphs 7. through 7.5 and shall have PTO provisions.	✓		
6.3		Full tandem drive rear axle GAWR shall be 40,000 pounds minimum. Tandem shall be single speed, single reduction with inter-axle differential and power divider lockout, or single speed, double reduction with automatic power divider system. Shall be equipped with Axle-Lockout. Axle lockout should be equipped with driver controlled traction differential on both axles.	✓		
6.4		Transmission and rear axles shall be equipped with synthetic lubricants, and be labeled as such.	✓		
7.	**PERFORMANCE REQUIREMENTS**	The driveline components offered shall provide the following minimum performance in the intended application:	✓		
7.1		Maximum vehicle speed in top gear shall be electronically limited to 72 mph.	✓		

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES		NO
7.2		Cruise control shall be provided, and be electronically set at 60 mph.	✓		
7.3		Shall provide minimum 1.1 percent gradeability at 55 mph steady-state at peak torque, based upon 56,000 pound GVWR.	✓		
7.4		Shall provide minimum 20 percent startability from a complete stop (at clutch engagement) based upon 56,000 pound GVWR.	✓		
7.5		Respondents shall furnish documentation verifying the driveline configuration offered meets all specified requirements. Documentation shall be with the bid submittal, and prior to purchase order award. City of Lubbock will make the final determination on acceptability of a proposed drivetrain, and its suitability for the intended application.	✓		
8.	**DRIVE LINE AND ENGINE ACCESSORIES**	All accessories necessary for operation shall be provided, to include but not limited to, the following:	✓		
8.1		Heavy-duty batteries shall deliver a starting power of at least 1,800 cold-cranking amperes (CCA) at zero degrees Fahrenheit.	✓		
8.2		Battery disconnect switch used to shut down the entire battery fed electrical system.	✓		
8.3		Heavy-duty 12 volt alternator or generator rated at minimum 145 amperes.	✓		
8.4		Full-flow type oil filtration system with replaceable filter and provision for bypassing oil to the engine as the filter becomes clogged. To include oil pump. As per 6.1, engine shall have electronic shutdown protection.	✓		
8.5		Heavy-duty (minimum 1,100 square inches), aluminum radiator, maximum cooling capacity offered by manufacturer.	✓		
8.6		Silicone radiator hoses and silicon water lines.	✓		
8.7		OEM standard coolant.	✓		
8.8		Automatic or viscous fan clutch.	✓		
8.9		Horizontal muffler, with guard(s). The lower edge of the muffler must not be lower than fuel tank(s), and not interfere with the PTO.	✓		
8.10		Magnetic drain plugs in transmission case and rear axle housings.	✓		
8.11		Diesel engine fuel filtration system shall include at least two stages of filtration. Filter stages may consist of a primary and a secondary filter, or a two-stage filter in a common housing. At least one drain shall be provided in the system to prevent water damage to the injection system. All items shall be factory installed.	✓		
8.12		Cold weather starting aid shall be automatic with internal electronic control.	✓		
8.13		Dry type air cleaner, including a primary element, a safety element, and a restriction (service) indicator, to indicate the percentage of contamination and restriction. Indicator shall be easily visible from the operator's station.	✓		

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES		NO
9.	**TIRES**	Tires furnished shall be GOODYEAR DURASEALS or City of Lubbock approved equivalent with same functionality appropriate for the applications described and be of high quality design, materials, and workmanship. Tires shall meet Uniform Tire Quality Grading Standards, with UTGQ grades stamped on the side-wall. Tires shall also comply with all US DOT Tire Safety Standards, with federal DOT marking stamped on the side-wall. Vendor must identify City approved equivalent product at pre-bid meeting.	✓		
10.	**FRONT AXLE, WHEELS, AND TIRES**	Front tires shall be 315x80Rx22.5 – 20 ply rating (Load Range H). Disc Wheel shall be hub piloted, 10 hole with 8.25 inch rims. Steel-belted radial-design. On highway, all position, tread design.	✓		
10.1		Front axle GAWR shall be 16,000 pounds minimum and shall be set back type front axles.	✓		
10.2		Front shock absorbers, double action hydraulic.	✓		
10.3		Wheel bearings shall be fluid lubricated with synthetic lubricants.	✓		
10.4		Wheel seals shall be STEMCO wet type standard unitized with sight glass, or City of Lubbock approved equivalent. Vendor must identify City approved equivalent product at pre-bid meeting.	✓		
10.5		Dust shields (rock guards) shall be provided for each front axle.	✓		
11.	**REAR SUSPENSION, WHEELS, AND TIRES**	Rear tires shall be shall be 11R x 22.5 – 16 ply rating (Load Range H). Single piece steel disc wheels shall be hub piloted, 10 hole, with 8.25 inch rims. Steel-belted radial-design. Mud and snow, all position, tread design.	✓		
11.1		Hendrickson RT-403-Walking beam type; 52" axle spacing; 40,000 lbs. capacity with rubber center bushings or City of Lubbock approved equivalent. Vendor must identify City approved equivalent product at pre-bid meeting.	✓		
11.2		Wheel bearing shall be fluid lubricated with synthetic lubricants.	✓		
11.3		Wheel seals shall be STEMCO wet type standard unitized, or City of Lubbock approved equivalent. Vendor must identify City approved equivalent product at pre-bid meeting.	✓		
11.4		Dust shields (rock guards) shall be provided for each rear axle.	✓		
12.	**BRAKES**	Antilock brake system (full vehicle wheel control system, 4S/4M) with air brakes for straight truck application, complete with:	✓		
12.1		Compressor, minimum 12 cubic feet.	✓		
12.2		Reservoir.	✓		
12.3		Low air pressure warning indicator in cab.	✓		
12.4		Spring-set type parking brake.	✓		
12.5		Air brake lines shall be routed through the chassis and shall be securely fastened to the frame at intervals sufficient to prevent snagging and to provide clearance of any mechanical parts.	✓		
12.6		Air dryer – including integral 100 watt heater, shall be easily accessible, with spin on desiccant cartridge and automatic moisture ejector – for air brake system/reservoir(s) with automatic tank air drain.	✓		

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES	NO	
12.7		Automatic slack adjusters – front and rear.	✓		
13.	**STEERING**	Truck shall be equipped with power steering of type normally recommended by manufacturer for left hand drive (Dual drive is not acceptable), and shall have a minimum wheel cut of 53 degrees.	✓		
14.	**CAB**	The truck shall have an enclosed cab. Hood and fender unit shall maintain a 70-degree forward tilt, without contact with the bumper. When gauges are specified, indicator lights are not acceptable. Trucks shall be equipped with, but not limited to, the following:	✓		
14.1		Cab grab handles on driver and passenger side	✓		
14.2		Tachometer.	✓		
14.3		Speedometer.	✓		
14.4		Amp meter or volt meter.	✓		
14.5		Oil pressure gauge.	✓		
14.6		Engine coolant temperature gauge.	✓		
14.7		Fuel gauge.	✓		
14.8		Air pressure gauge.	✓		
14.9		Electric powered intermittent windshield wipers (air not acceptable) with washers for both sides.	✓		
14.10		National Cush-N-Aire equal air-ride high back driver and passenger seats with non-vinyl fabric or City approved equivalent. The minimum height from the Cush-N-Aire seat cushion, in its lowest position, to the interior cab roof shall not be less than 40 inches. Vendor must identify City approved equivalent product at pre-bid meeting.	✓		
14.11		Dual sun visors.	✓		
14.12		Fresh air type heater and defroster.	✓		
14.13		Air conditioner, factory installed.	✓		
14.14		Pre-trip exterior light test switch.	✓		
14.15		Head lights on when wipers on.	✓		
14.16		Electrically heated rear view mirrors, OEM metal framed, exterior west-coast rearview type left and right side mirrors with a minimum 6" x 16" viewing surface. In addition, an 8" convex spot mirror shall be installed on the bottom support arm bar of the rearview mirror, and a 3" convex spot mirror shall be installed on the top support arm bar of the rearview mirror for the driver's side only. Mirror support systems shall be a break-away type design.	✓		
14.17		Hourmeter shall be factory installed if available from the OEM. If the hourmeter will be an after-market installation, it shall be electric, quartz type, shock proof, in a sealed case, with readout to 9,999.9 hours. Three screw or flush mount with system voltage between 10-32V.	✓		

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES		NO
14.18		AM-FM radio, chassis factory-installed standard brand. Antenna, which may be an integral part of the windshield, shall be furnished and mounted.	✓		
14.19		Two entry steps (step tank(s) and under-fuel tank) shall be provided on each side of the cab. Anti-skid surface shall be furnished on entry steps.	✓		
14.20		Cab shall be furnished with OEM maximum noise suppression package. Cab shall meet EPA noise level requirements effective on date of delivery.	✓		
14.21		Power windows and power locks.	✓		
15.	**TRUCK**	The truck shall be equipped to include, but not be limited to, the following:	✓		
15.1		Directional signals with flasher.	✓		
15.2		Clearance lights and reflectors meeting Texas Motor Vehicle Laws and Texas Department of Public Safety Requirements.	✓		
15.3		Front fenders and bumpers.	✓		
15.4		Front and rear tow hooks.	✓		
15.5		Radiator protector/stone guard shall be behind, or integral with, the front grille.	✓		
15.6		License plate bracket on front bumper.	✓		
15.7		Twin air horns, if available from OEM, or single trumpet air horn if twin air horns are not available.	✓		
15.8		Sealed beam or halogen headlights.	✓		
16.	**FUEL TANK**	Shall be equipped with one ICC approved frame mounted safety fuel tank with a total minimum 100 gallon capacity. Tank shall be mounted on the passenger's side of the unit, and shall not interfere with sideloading operations. Shall include all necessary valves, hoses, and gauges.	✓		
17.	**TWO-WAY MOBILE RADIO FREQUENCY INTERFERENCE (RFI) SUPPRESSION PACKAGE (for Land Mobile Radio Transceiver Interference)**	Trucks will have land mobile radio transceivers installed after delivery. These radios will operate in either a low band (30 to 50 MHz), high band (150 to 174 MHz), or UHF band (450 to 512 and 806 to 870 MHz). Antennas will be mounted on the roof, front fender, and/or rear fender. Manufacturer must verify that the radio system will not interfere with Engine Control Unit. These trucks will be subject to testing upon delivery.	✓		
19.	**PAINTING**	The unit shall be painted an approved manufacturer's standard lead free bright white color, except for glass, rubber, and those metallic accessories or fixtures constructed of rust-resistant or plated material not normally painted.	✓		
20.	**MANUAL(S)**	Original manual(s) containing illustrated parts list(s) and operating and service instructions for the unit and engine shall be delivered with each unit. Manuals can be either electronic or written.	✓		

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES	NO	
20.1		The manual(s) shall be as detailed as possible outlining all necessary service and operating instructions for each unit delivered. Parts list(s) shall cover all components identified by part number, description, and component location. Necessary warnings and safety precautions shall be included. It is requested, but not required, that the manual(s) be printed on recycled paper.	✓		
20.2		The following additional information shall be provided by the vendor at the time of delivery if it is not included in the manual(s) required above:	✓		
20.2.1		Manufacturer's recommended service and preventive maintenance intervals.	✓		
20.2.2		Recommended fluids, lubricants, and their SAE/API equivalents.	✓		
21.	**PARTS AND SERVICE**	The manufacturer of the equipment furnished shall have an authorized dealer within the state of Texas. The authorized dealer shall have factory-trained personnel available for warranty repairs and the performance of service. The dealer shall also maintain an inventory of high-usage parts and a quick source for low-usage parts, which shall be available within three working days after ordering.	✓		
22.	**MANUFACTURER'S STATEMENT OF ORIGIN (MSO)**	Vendor shall furnish MSO with each unit at the time of delivery. City of Lubbock will not accept the unit and process payment without the MSO, all keys, and all paperwork.	✓		
23.	**WARRANTY**	OEM full bumper-to-bumper coverage for a minimum of 24 months to include engine, transmission, drive line, and axles. The unit shall be warranted against defects in material and workmanship for a minimum of 24 months. Warranty provided by vendor shall also include towing for 24 month period.	✓		
24.	**LINE SETTING TICKET**	Line setting ticket vendor shall furnish vehicle line setting tickets, describing all major components furnished to make up the chassis and body.	✓		
25.	**KEYS**	All trucks are to be keyed the same.	✓		
26.	**CAB/CHASSIS INSPECTION**	Vendor shall notify the City of Lubbock when cab/chassis' are completed and City of Lubbock shall travel to cab/chassis vendor to inspect for compliance. If cab/chassis fail to meet compliance, vendor shall ensure that repairs are completed within 24 hours. Repairs that cannot be completed during inspection must be re-inspected to meet compliance by vendor and City of Lubbock prior to releasing to body builder. Cab/chassis vendor is responsible for delivery of all cab/chassis units to body builder manufacturer facility.	✓		
27.	**SECOND STAGE**	All cab/chassis' not meeting City of Lubbock specifications can be delivered but shall not be released to the secondary stage manufacturer (body builder). Secondary vendor shall notify City of Lubbock when the body installation is completed.	✓		

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES		NO
28.	**PRE-DELIVERY**	After the body installation and chassis has been returned to the City, the cab/chassis vendor shall provide the pre-delivery service and first state safety inspection and install the windshield sticker. All unit(s) must include a fire extinguisher, minimum 5 pounds, UL rating 1A-10B:C. The fire extinguisher shall be installed in a suitable and readily accessible location within the cab. All unit(s) delivered to the City of Lubbock (206 Municipal Drive, Lubbock, TX 79403) shall also have a set of warning triangles and must have a minimum of ¼ tank of fuel upon delivery.	✓		
29.	**ACCEPTANCE INSPECTION**	All equipment ordered will be subject to acceptance inspection and performance testing upon receipt. Acceptance inspection and performance testing will not take more than 5 working days, weather permitting. The vendor will be notified within this time frame of any units not delivered in full compliance with the purchase order specifications.	✓		
30.	**WORKING DAY**	A working day is defined as a calendar day, not including Saturdays, Sundays, or regularly observed city, state, and federal holidays.	✓		
31.	**DELIVERY**	Unit(s) shall be delivered completely assembled, serviced, adjusted, and all equipment including standard and optional equipment shall be installed and the unit(s) made ready for continuous operation. On-site (FOB point) dealer preparation or other type of work will not be permitted. Unit(s) with fluid levels (coolant, engine oil, transmission oil, axle grease, brake fluid, etc.) in need of service will not be accepted. Unit(s) shall be in compliance with Texas Traffic Laws.	✓		
31.1		Provisions shall be made by the vendor to prevent any undue delay or imposition upon City of Lubbock personnel at time of delivery. City of Lubbock assistance will not be provided for unsaddling piggy back chassis or off-loading convoyed units.	✓		
31.2		Vendor shall notify City of Lubbock purchaser, at telephone number listed on bid, at least three working days prior to making each delivery.	✓		

1.	**EXTENDED WARRANTY**	OEM full bumper-to-bumper coverage for 4 yrs/150,000 miles, whichever comes first, to include engine, transmission, drive line, and axles, with written detailed explanation of covered components that includes a complete listing of exclusions. Warranty shall be ZERO deductible. Warranty provided by vendor shall also include towing for 48 month period.	$ 5,635.00

PROVIDE BUILD DATES IN SPACE BELOW

	BUILD DATE:	60 DAYS FROM ORDER / /

GENERAL REQUIREMENT AND INFORMATION

BIDDER SHALL SUBMIT WITH EACH BID, CURRENT PRINTED LITERATURE AND SPECIFICATION SHEETS ON THE UNIT OFFERED IN THE RESPONSE TO SOLICITATION.

OPTIONS

EXCEPTIONS TO THE SPECIFICATIONS OF ANY ITEMS STATED HEREIN SHALL BE FULLY DESCRIBED IN WRITING BY THE BIDDING VENDOR IN THE SPACE PROVIDED BELOW. **LIST ITEMS BY ITEM NUMBERS.**
None

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. 31020387 by and between the City of Lubbock and Texan Waste Equipment, Inc. dba Heil of Texas, of Irving, Texas for the purchase of packer bodies per ITB 14-11868-DT, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

vw:ccdocs/RES.Texan Waste Equip-PurchaseOrd
August 11, 2014

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 08/11/2014
Order Number 31020387 000 OP
Branch/Plant 3526

TO: HEIL OF TEXAS
1440 SOUTH LOOP 12
IRVING Texas 75060

SHIP TO: CITY OF LUBBOCK
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 08/28/2014 Freight
Requested 03/26/2015 Taken By T SHELLEY
Delivery PER L COX REQ 43246 ITB 14-11868-DT

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
High Compaction Sideloading	5.000	81,875.0000	EA	409,375.00	03/26/2015
Packer Bodies Spec 801-LH					

Total Order

Terms NET 30 409,375.00

This purchase order encumbers funds in the amount of $409,375 awarded to Heil of Texas of Irving, TX on August 28, 2014. The following is incorporated into and made part of this purchase order by reference: ITB 14-11868-DT. Price quotation dated May 14, 2014 from Heil of Texas of Irving, TX. Resolution#_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Bidder's Name: Heil of Texas

City of Lubbock, TX
Purchasing and Contract Management
BID FORM

In compliance with the **Invitation to Bid 14-11868-DT**, 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 14-11868-DT** 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.	11	Each	Left Hand Drive, Tandem Drive Rear Axle, Diesel-Powered, Cab and Chassis, 56,000 lb GVWR, Spec 8762-LH	$	$	
Option 1	11	Each	Extended Warranty per specifications.	$	$	
	Model Year, Brand Name and Model Number:					
2.	5 ~~11~~	Each	High Compaction Sideloading Packer Bodies, Spec 801-LH	$ 81,875.00	409,375 $ 409,375.00	210 Days ARO
	Model Year, Brand Name and Model Number: 2014 SEC-Challenger II 30yd. CSL Bodies					
				TOTAL	$ 409,375.00 $ 409,375	

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** ****ARO – After Receipt of Order**

Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.

COOPERATIVE PURCHASING (optional): The City reserves the right to accept bids from cooperative contracts. The bidder shall submit the cooperative worksheet that includes price and applicable fees, if any. The minimum specifications for the bid item(s) must be included with the cooperative worksheet (Price Sheet).

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of ___ %, net ___ calendar days. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number

of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided

herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING *(optional)*: The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth. Yes ✓ No_____

If you (the bidder) checked YES, the following will apply:

Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY Texan Waste Equipment DBA Heil of Texas a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of Houston, Tx.

Firm: Heil of Texas Address: 1440 South Loop 12

City: Irving State: Tx. Zip 75060

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date_____ Addenda No. _____ Date_____

Addenda No. _____ Date_____ Addenda No. _____ Date_____

M/WBE Firm:						
		Woman		Black American		Native American
		Hispanic American		Asian Pacific America		Other (Specify)

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code. Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name Texas Pneudraulic INC. and Manufacture's License No. 0466
2. Name Rickey J. Peray and Converter's License No. 4431
3. Name Tommy J. Hafer and Representative's License No. 4027
4. Name _____ and Franchise Dealer's License No. _____

General Distinguishing No. P47471 (Franchised TX dealer)

By Tom Hafer Date: 5/9/2014

Authorized Representative - must sign by hand

Officer Name and Title: Tom Hafer Sales

Please Print

Business Telephone Number: 972-438-6488 FAX: 972-438-5564

E-mail Address: tomhafer@heilofTexas.com

REVISED
CITY OF LUBBOCK, TX
MINIMUM SPECIFICATIONS
UP TO ELEVEN (11) LEFT HAND DRIVE
HIGH COMPACTION SIDELOADING PACKER BODIES
SPEC # 801-LH

YEAR 2014 MAKE SEC MODEL Challenger II

IT IS THE INTENT OF THIS SPECIFICATION, REFERENCED DOCUMENTS, REQUIREMENTS AND CONDITIONS SECTIONS TO DESCRIBE MINIMUM PERFORMANCE REQUIREMENTS. THE VEHICLE OR PRODUCT MEET OR EXCEED THE PERFORMANCE OR CONSTRUCTION DESCRIBED HEREIN. THE VENDOR SHALL BE REQUIRED TO MARK COMPLIANCE OR NON-COMPLIANCE TO EACH ITEM DESCRIPTION IN THE SPACE PROVIDED. ALL EQUIPMENT FURNISHED AS STANDARD TO THE GENERAL PUBLIC ON THE PRODUCT BY THE MANUFACTURER SHALL BE INCLUDED, EVEN WHEN NOT SPECIFICALLY IDENTIFIED IN THIS SPECIFICATION. ANY DEVIATIONS FROM THE WRITTEN SPECIFICATION WITH DATE AS SHOWN IN THE INVITATION TO BID (ITB) SHALL BE NOTED ON THE ATTACHED EXCEPTIONS TO THE SPECIFICATION. IN ORDER TO RECEIVE FULL CONSIDERATION, ITB RESPONSE QUOTATION MUST FOLLOW THIS SPECIFICATION AND THE INVITATION TO BID'S TERMS AND CONDITIONS.

VENDOR NAME: Heil of Texas PHONE: 972-438-6488

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES		NO
	GENERAL	**THIS SPECIFICATION DESCRIBES A SOLID WASTE COLLECTION ROUND BODY DESIGNED TO LOAD 1 ½, 2, 3, AND 4 CUBIC YARD RECTANGULAR CONTAINERS FROM THE STREET (LEFT) SIDE OF THE BODY, NEAR THE FRONT, WITH SELF CONTAINED LOADING, COMPACTION, AND DUMPING SYSTEM, AS DESCRIBED HEREIN.** **PACKER BODY TO BE INSTALLED UPON A 56,000 GVWR TANDEM AXLE CAB AND CHASSIS.** **THE EFFECTIVE CAB-TO-TRUNNION DIMENSION SHALL BE: WITH HORIZONTAL MUFFLER TO ACCOMMODATE THE HIGH COMPACTION SIDE LOADER BUILT BY THE MANUFACTURER.** **IN PLACES WHERE THE TERM "CITY APPROVED EQUIVALENT" APPEARS BELOW, THE VENDOR MUST IDENTIFY WHAT THEIR PROPOSED "CITY APPROVED EQUIVALENT" PRODUCT WILL BE AT THE PRE-BID MEETING.** **NO ITEM INCLUDED IN THE SPECIFICATIONS CAN BE CHANGED OR MODIFIED AFTER THE BID IS ACCEPTED AND APPROVED BY THE CITY COUNCIL.**	Yes		
1.	**BODY**	THE BODY SHALL INCLUDE A FULL WIDTH AND HEIGHT TAILGATE. THE BODY SHALL AS A MINIMUM, INCLUDE THE FOLLOWING REQUIREMENTS:	Yes		
1.1	**CAPACITY**	THE PACKER BODY SHALL PROVIDE 29 TO 30 CUBIC YARDS, BY VOLUME, INTERNAL CARGO CAPACITY.	Yes		
1.2	**HOPPER**	THE HOPPER COMPARTMENT SHALL BE LOCATED AT THE FRONT OF THE BODY.	yes		

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES		NO
1.3	**HOPPER COVER**	THE HOPPER SHALL BE FURNISHED WITH A FULL COVER DEVICE PREVENTING LOOSE MATERIAL FROM EXITING THE BODY DURING TRANSPORT. THE DEVICE SHALL BE OF THE AUTOMATIC ACTING DESIGN THAT OPENS FOR LOADING AND CLOSES IMMEDIATELY AFTER EACH DUMP CYCLE IS COMPLETED. WITH CHAINS ON TOP DOOR.	yes		
1.4	**ACCESS DOOR**	AN ACCESS DOOR, 38 INCHES IN WIDTH X 37 INCHES IN HEIGHT, CONSTRUCTED OF 12 GAUGE, HIGH TENSILE STEEL PLATE, SHALL BE LOCATED ON THE BODY OPPOSITE THE SIDE ON WHICH THE CONTAINER HANDLING DEVICE IS LOCATED. THE DOOR SHALL BE HINGED ON THE REAR PERIMETER AND SECURABLE ON THE FRONT PERIMETER. THE ACCESS DOOR SHALL BE EQUIPPED WITH A SENSOR THAT DISENGAGES THE PTO OR PUMPS DRIVE WHEN THE ACCESS DOOR IS OPENED.	yes		
1.4.1	**GRAB BARS**	AN OVERHEAD HORIZONTAL, AND A VERTICAL SIDE MOUNTED, GRAB BAR SHALL BE FURNISHED WITHIN THREE (3) INCHES OF THE DOOR OPENING. THE BARS SHALL BE NOT CLOSER THAN THREE INCHES OF THE BODY, AND CAPABLE OF SUPPORTING NOT LESS THAT THREE HUNDRED (300) POUNDS EACH.	yes		
1.4.2	**STEPS**	STEPS, WITH NON SKID RUNGS, SHALL BE FURNISHED TO ASSIST WITH ENTERING OR EXITING HOPPER CLEAN-OUT AREA. STEPS SHALL BE POSITIONED TO PROVIDE NOT MORE THAN EIGHTEEN (18) INCHES DISTANCE BETWEEN EACH STEP, WITH BOTTOM STEP NOT MORE THAN THIRTY (30) INCHES ABOVE GROUND LEVEL.	yes		
1.5	**DUMP DOOR**	THE REAR DOOR SHALL BE FULLY BODY SIZED, HINGED TO OPEN UPWARD, PROVIDING UNOBSTRUCTED DUMPING OF CARGO. IF PACKER BODY IS EQUIPPED WITH REAR BUMPER, MUST HAVE SKID PLATE TO AVOID TRASH BUILD-UP ON BUMPER. SEE ATTACHED PICTURE (Attachment 1).	yes		
1.5.1	**MECHANISM**	THE REAR DOOR SHALL BE OPENED AND CLOSED WITH HYDRAULIC POWERED CYLINDERS. THE DESIGN SHALL ALLOW INDEPENDENT OPERATION OF THE REAR DOOR, FOR MAINTENANCE AND CLEANING OPERATIONS.	yes		
1.5.2	**LOCKING DEVICES**	THE REAR DOOR SHALL BE FURNISHED WITH NOT LESS THAN TWO (2) LOCKING DEVICES **FITTED WITH GREASE ZERTS,** LOCATED TO PROVIDE A POSITIVE RETENTION DURING COMPACTION AND TRANSPORT OPERATIONS.	yes		
2.0	**PICKUP LOCATION**	CONTAINER PICKUP, HOIST AND DUMP FEATURE SHALL BE DESIGNED TO INCLUDE A LOCK ARM TO TIGHTLY SECURE CONTAINER WHILE BEING HOISTED AND DUMPED. THE CONTAINER SHOULD DUMP FROM THE LEFT HAND (**STREET SIDE**) OF THE CHASSIS.	yes		

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES		NO
3.0	**HOIST & DUMP DEVICE**	THE REFUSE CONTAINER ATTACHMENT, HOIST AND DUMP DEVICE SHALL BE FULLY HYDRAULIC POWERED AND CONTROLLED FOR THE FULL CYCLE OF OPERATION. CABLES AND/OR CHAINS SHALL NOT BE ACCEPTABLE.	yes		
3.1	**LINKAGE**	THE PICKUP, HOIST AND DUMP LINKAGE SHALL BE CAPABLE OF EXTENDING NOT LESS THAN TWENTY FOUR (24) INCHES BEYOND THE TRUCK WIDETH, ENGAGING, ATTACHING TO AND HOISTING A LOADED CONTAINER WEIGHING UP TO 3,000 POUNDS, **THROUGH THE COMPLETE DUMP CYCLE IN ONE CONTINUOUS UNINTERRUPTED MOTION. THIS FEATURE SHALL REQUIRE A SINGLE COMMAND BY THE OPERATOR, REQUIRING MOVEMENT OF ONLY ONE CONTROL OR LEVER.** THE LINKAGE MUST BE CAPABLE OF PICKING UP CONTAINERS ON A NON-LEVEL SURFACE WITH A SLIGHT DEGREE OF TILT. THE DEGREE OF TILT ALLOWS THE ABILITY TO MANUEVER THE CONTAINERS NOT SITTING ON LEVEL SURFACES. SHALL BE ABLE TO PICK UP 2, 3 AND 4 CUBIC YARD CONTAINERS. SEE ATTACHED DRAWING OF CONTAINERS THAT ARE CURRENTLY USED AND WILL CONTINUE TO BE USED IN THE CITY OF LUBBOCK (Attachment 2). SEE ALSO ATTACHED PICTURES OF FRONT VIEW OF CONTAINER (Attachment 3) AND SIDE VIEW OF CONTAINER (Attachment 4).	yes		
4.0	**CONTAINER PICK-UP**	REFUSE CONTAINER PICKUP DEVICE SHALL BE FULLY HYDRAULIC DEVICE CONTROLLED FOR ATTACHMENT-HOIST-DUMP-RELEASE CYCLE OF OPERATION. CABLED AND/OR CHAINS SHALL NOT BE ACCEPTABLE.	yes		
4.1	**OPERATION CYCLE**	THE SYSTEM SHALL BE CAPABLE OF EXTENDING FULL REACH, ENGAGING, ATTACHING AND HOISTING A LOADED CONTAINER WEIGHING NOT LESS THAN 3,000 LBS. **THROUGH THE COMPLECE DUMP CYCLE IN ONE CONTINUOUS MOTION WITHOUT INTERRUPTION OR MORE THAN ONE (1) OPERATOR ACTION.** IN THE DUMPING CYCLE, THE FRONT SIDE OF THE CONTAINER SHOULD BE APPROXIMATELY 8 INCHES SUBMERGED INTO THE HOPPER TO PREVENT TRASH SPILLAGE.	yes		
5.1	**HYDRAULIC TANK**	THE HYDRAULIC TANK SHALL BE NOT LESS THAN FOURTY-FIVE (45) GALLONS CAPACITY. THE TANK SHALL BE LOCATED AND MOUNTED ON THE FRAME OPPOSITE OF THE CARRRIAGE, BETWEEN THE CAB AND THE REAR WHEEL FENDER. THE LOWEST PORTION OF THE TANK ASSEMBLY SHALL BE NOT LESS THAN EIGHTEEN (18) INCHES ABOVE THE SURFACE. THE TANK SHALL BE SUPPORTED WITH BRACKETS THAT ARE BOLTED TO CHASSIS FRAME. THE TANK SHALL BE EQUIPPED WITH A VIEW WINDOW TYPE, OIL LEVEL DISPLAY OR AN EXTERNAL SIGHT GLASS.	yes		

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES		NO
5.2	**VALVES & FILTERS**	THE TANK SHALL BE EQUIPPED WITH A BALL TYPE SHUT-OFF VALVE, LOCATED AS NEAR THE TANK AS PLUMBING ALLOWS, THEN A SUCTION LINE FULL FLOW HYDRAULIC OIL FILTER OF 110 MICRON CAPABILITY OR IN-TANK STRAINER, WITH REPLACEABLE ELEMENTS, EITHER INSERT OR SPIN-ON, AND ANOTHER BALL TYPE SHUT-OFF VALVE. THE PLUMBING, VALVES, AND FILTER SHALL BE SUPPORTED WITH BRACKETS WELDED TO THE TANK, TO PREVENT UNDUE STRESS ON CONNECTIONS.	yes		
5.3	**RETURN FILTER**	THE TANK SHALL BE FURNISHED WITH A RETURN LINE FILTER. THE FILTER SHALL BE OF THE SPIN-ON TYPE WITH 20 MICRON, OR SMALLER SIZE, CAPABILITY.	yes		
5.4	**STRAINER**	THE TANK SHALL BE FURNISHED WITH A SUCTION STRAINER OF NOT MORE THAN 120 MICRON SIZE CAPABILITY.	yes		
6.0	**PTO**	THE PTO SHALL BE TRANSMISSION DRIVEN FROM THE TRANSMISSION WITH PTO PROVISIONS. **HOT SHIFT PTO**	yes		
6.1	**HYDRAULIC PUMP**	THE HYDRAULIC PUMP SHALL PROVIDE THE NECESSARY GALLONS PER MINUTE (GPM) TO OPERATE THE SYSTEM IN ANY COMBINATION OF FUNCTIONS THAT MAY BE PERFORMED. OPERATE AT STANDARD IDLE SPEED FOR NOISE REDUCTION. THE PUMP SHALL BE A **VANE PUMP OR A CITY OF LUBBOCK APPROVED EQUIVALENT.** VENDOR MUST IDENTIFY CITY APPROVED EQUIVALENT PRODUCT AT PRE-BID MEETING.	yes		
6.1.1	**PUMP CONTROL**	THE PUMP SHALL BE FURNISHED WITH AN **AIR CONTROLLED DRIVE ENGAGEMENT,** WITH AN INDICATOR LIGHT LOCATED NEAR THE PUMP CONTROL PANEL.	yes		
7.0	**PACKING CYLINDER**	THE PACKING CYLINDER SHALL BE A "COMMERCIAL / PARKER FIVE (5) STAGE, #SD-85" THREE (3) PORT DESIGN WITH TWO HUNDRED TWENTY (220) INCHES STROKE OR A CITY APPROVED ALTERNATE SYSTEM. VENDOR MUST IDENTIFY CITY APPROVED EQUIVALENT PRODUCT AT PRE-BID MEETING.	yes		
7.1	**IN-BODY HOSES**	ALL HOSES LOCATED WITHIN THE PACKER BODY SHALL BE LOCATED TO PREVENT, OR SHIELDED FROM DAMAGE INCURRED DURING NORMAL OPERATIONS.	yes		
8.0	**CONTROLS**	THE CHASSIS SHALL BE EQUIPPED WITH 'IN-CAB' ELECTRIC OR PNEUMATIC CONTROLS, LOCATED CONVENIENT TO THE SEATED OPERATOR. **THE CONTROLS SHALL, AS A MINIMUM, INCLUDE THE FOLLOWING:**	yes		

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES		NO
8.1	**CONTROL STATION**	THE IN-CAB STATION SHALL BE FURNISHED WITH ELECTRIC OR PNEUMATIC CONTROLS FOR UNLOCKING / LOCKING, AND RAISING / LOWERING OF REAR BODY DOOR. THIS STATION SHALL ALSO INCLUDE PUSH BUTTON CONTROLS FOR THE SWEEP AND PACK CYCLE, AND AN AIR OR ELECTRIC-OVER-HYDRAULIC, JOYSTICK FOR OPERATION OF THE CARRIAGE, AND **SHALL INCLUDE AN ARM REST SUITED TO THE CHASSIS CONFIGURATION PROVIDED BY MANUFACTURER.**	yes		
9.0	**PACKER BLADE**	THE COMPACTION BLADE SHALL BE DESIGNED TO ANCHOR SECURELY TO, AND OPERATE ON FULL LENGTH GUIDE RAILS POSITIONED AT THE BOTTOM OF THE COMPACTION BODY. THE BLADE SHALL PROVIDE A CLEAN SWEEP OF THE BODY INTERIOR DURING COMPACTION OR DUMPING CYCLES.	yes		
9.1	**OPERATION**	THE PACKER BLADE OPERATION SHALL BE DESIGNED TO RETURN THE BLADE, TO THE FORWARD POSITION, AUTOMATICALLY AFTER ANY CYCLE, TO PREVENT DAMAGE TO CONTAINERS DURING LOADING FUNCITIONS. THE DESIGN SHALL INCLUDE A PACKER BLADE LOCK OUT SYSTEM TO PREVENT DUMPING WHEN THE PACKER BLADE IS NO FULLY RETRACTED.	yes		
10.0	**CONTAINER ATTACHMENT**	THE CONTAINER ATTACHMENT SHALL BE DESIGNED FOR A CAPACITY OF NOT LESS 3,000 POUNDS GROSS WEIGHT. THE DESIGN SHALL BE SUCH THAT THE ATTACHMENT WILL PICK UP ANY CONTAINER OF THE 1 ½, 3, AND 4 CUBIC YARD CONTAINERS. THE CONTAINER ATTACHMENT SHALL BE COMPATIBLE WITH CONTAINERS AS CURRENTLY USED BY THE CITY OF LUBBOCK.	yes		
10.1	**ATTACHMENT FLEXIBILITY**	THE CONNECTION ATTACHMENT DEVICE SHALL BE DESIGNED TO PROVIDE SUFFICIENT FLEXIBLITY TO ATTACH CONTAINERS TILTED AT UNEVEN ANGLES, UP TO 15 DEGREES, EITHER VERTICAL OR HORIZONTAL OR A COMBINATIONS OF BOTH.	yes		
11.0	**BODY MATERIALS**	THE BODY SHALL BE ASSEMBLED WITH HIGH STRENGTH, CORROSION RESISTANT MATERIAL. VENDOR SHALL PROVIDE THE STEEL MANUFACTURER'S CERTIFICATION OF MATERIALS WITH EACH BODY DELIVERED.	yes		
11.1	**MATERIAL THICKNESS**	THE BODY WALLS AND ROOF SHALL BE NOT LESS THAN 3/16 INCH.	yes		

(Exceeds)

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES		NO
11.2	**FLOOR CONSTRUCTION**	THE FLOOR SHALL BE CONSTRUCTED OF METAL, AND PROVIDE FULL LENGTH AND WIDTH COVERAGE OF THE TANDEM AXLE WHEEL ASSEMBLIES. THE FENDERS SHALL BE MOUNTED DIRECTLY TO THE BODY IN SUCH A MANNER THAT THERE IS NO MOISTURE LEAKAGE AT THE JUNCTION. THE FENDERS SHALL BE DESIGNED TO PROVIDE FULL BODY LIFE SERVICE WITHOUT STRESS OR VIBRATION FAILURE TO FENDERS OR SUPPORT BRACKETS.	yes		
11.3	**TAILGATE CONTRUCTION**	THE TAILGATE SHALL BE OF NOT LESS THAN 3/16 INCH MATERIAL.	yes		
11.4	**FENDERS**	THE REAR FENDERS SHALL BE CONTRUCTED OF METAL, AND PROVIDE FULL LENGTH AND WIDTH COVERAGE OF THE TANDEM AXLE WHEEL ASSEMBLIES. THE FENDERS SHALL BE MOUNTED DIRECTLY TO THE BODY IN SUCH A MANNER THAT THERE IS NO MOISTURE LEAKAGE AT THE JUNCTION. THE FENDERS SHALL BE DESIGNED TO PROVIDE FULL BODY LIFE SERVICE WITHOUT STRESS OR VIBRATION FAILURE TO OR SUPPORT BRACKETS.	yes		
12.0	**PERSONNEL LADDER**	A PERSONNEL LADDER SHALL BE INSTALLED ON THE CARRIAGE SIDE OF THE PACKER BODY.	yes		
12.1	**DESIGN**	THE LADDER SHALL BE CONTOURED TO THE BODY AND SHALL BE EQUIPPED WITH NON-SKID RUNGS. THE INSTALLATION OF THE LADDER SHALL PROVIDE MAXIMUM SAFETY FOR THE OPERATOR / TECHNICIAN.	yes		
12.2	**MOUNTING**	THE LADDER SHALL BE LOCATED AND MOUNTED IN A POSITION THAT WILL PROVIDE EASY ACCESS FOR SERVICING OF THE MAST ASSEMBLY, WITHOUT CAUSING INTERFERENCE OF THE OPERATION.	yes		
12.3	**SUPPORT**	THE LADDER ASSEMBLY SHALL BE SUPPORTED AT SUFFICIENT POINTS TO PREVENT VIBRATION BREAKAGE OF THE ASSEMBLY.	yes		
12.4	**FIRST STEP**	THE FIRST STEP SHALL BE WITHIN THREE (3) FEET OF THE PARKING SURFACE.	yes		
13.0	**LUBRICATION**	THE COMPACTION BODY SHALL BE FURNISHED WITH THREADED GREASE ZERTS OR CONNECTIONS AT EACH POINT REQUIRING LUBRICATION. **THE LUBRICATION SYSTEM SHALL INCLUDE THE FOLLOWING FEATURES:**	yes		
13.1	**LUBE POINTS**	ALL HINGE PINS SHALL BE PROVIDED WITH LUBE FITTINGS.	yes		

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES		NO
13.2	**LUBE ACCESS POINTS**	LUBRICATION POINTS SHALL BE FURNISHED AND PLUMBED WITH THE LUBE ZERK POINTS LOCATED ACCESSIBLE FROM THE GROUND LEVEL, PROVIDING A LOCATION FOR LUBRICATION OF ALL POINTS OF THE COMPACTION BODY AND LINKAGE ABOVE THE FENDERS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING AREAS:	yes		
		A. UPPER HOPPER COVER HINGE PINS AND LINKAGE.	yes		
		B. CONTAINER HOIST LINKAGE PINS.	yes		
		C. REAR DOOR HINGE PINS AND LINKAGE.	yes		
		D. HYDRAULIC CYLINDER HINGE PINS ABOVE FENDER LEVEL.	yes		
14.0	**LIGHTING**	THE COMPACTION BODY SHALL BE FURNISHED WITH A TEXAS DPS, AND FEDERAL DOT APPROVED LIGHTING ARRANGEMENT, TO INCLUDE, AS A MINIMUM, THE FOLLOWING:	yes		
14.1	**CLEARANCE**	**SHALL HAVE SIDE AND REAR CLEARANCE LIGHTS. IN ADDITION TO REAR CLEARANCE LIGHTS** TO BE MOUNTED ON SAME BRACKET A WHELEN M6A-LED FLASHER AMBER	yes		
14.2	**TAIL / STOP**	TAIL AND STOP LIGHTS LOCATED AT NOT MORE THAN SIXTY (60) INCHES ABOVE THE SURFACE LEVEL.	yes		
14.3	**TURN SIGNALS**	TURN SIGNALS SHALL BE FURNISHED AS FOLLOWS:	yes		
14.3.1	**REAR TURN / STOP**	ONE SET OF TURN SIGNALS SHALL BE FURNISHED AT THE REAR THAT OPERATE IN CONJUNCTION WITH THE STOP LIGHT SYSTEM.	yes		
14.3.2	**REAR TURN ONLY**	A SEPARATE SET OF TURN SIGNAL LIGHTS WITH ARROW LENS SHALL BE FURNISHED AND LOCATED AT THE OUTER AREAS OF THE REAR BODY FRAMEWORK. SHALL PROVIDE EYE LEVEL VIEW FOR THE AVERAGE SEDAN DRIVER.	yes		
14.3.3	**MID BODY**	A THIRD TURN SIGNAL LIGHT SHALL BE LOCATED MID-WAY, BETWEEN THE FRONT DRIVER AXLE AND THE REAR OF THE CAB ON EACH SIDE.	yes		
14.3.4	**OPERATION**	THE TURN SIGNALS OF PARAGRAPHS 15.3.2 AND 15.3.3 SHALL OPERATE INDEPENDENT OF THE BRAKE LIGHT SIGNAL.	yes		
14.4	**STROBE LIGHT**	AN AMBER COLOR LENS STROBE LIGHT SHALL BE FURNISHED, WHELEN MODEL L32LAF OR A CITY APPROVED EQUIVALENT AND LOCATED AT NOT MORE THAN SIXTY (60) INCHES ABOVE GROUND LEVEL. THE STROBE LENS SHALL HAVE THE TOP BLOCKED TO PREVENT BLINDING THE REAR VIEW CAMERA SYSTEM. THE STROBE SHALL BE WIRED THROUGH AN IGNITION CONTROLLED SWITCH TO OPERATE THE STROBE AT ALL TIMES THE ENGINE IS RUNNING.	yes		

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES		NO
14.5	**CARRIAGE FLOOD**	THE CARRIAGE SIDE OF THE BODY SHALL BE EQUIPPED WITH A HIGH MOUNTED FLOODLIGHT TO ILLUMINATE THE AREA OF CONTAINER PICKUP THE LIGHT SHALL BE CONTROLLED WITH A DASH MOUNTED SWITCH WITH INDICATOR LIGHT.	Yes		
14.6	**HOPPER LIGHT**	THE BODY SHALL BE FURNISHED WITH A FLOODLIGHT LOCATED TO ILLUMINATE THE HOPPER INTERIOR. THE LIGHT SHALL BE CONTROLLED WITH A DASH MOUNTED SWITCH WITH INDICATOR LIGHT.	Yes		
14.7	**SWITCHES**	ALL FLOOD LIGHT SWITCHES SHALL BE LOCATED ON THE DASH OR CONTROL PANEL, AND EACH SHALL INCLUDE AN INDICATOR LIGHT DISPLAYING WHEN LIGHT IS ON. EACH SWITCH SHALL BE IDENTIFIED.	Yes		
14.8	**WIRE SHEATH**	THE WIRING AT THE REAR OF THE BODY SHALL BE ROUTED THROUGH A HEAVY WALL PIPE OR TUBING CONDUIT. THE CONDUIT SHALL REACH FROM THE CHASSIS TO THE DOOR HINGE AREA AND FROM THE DOOR HINGE TO LIGHT POD LOCATION. FLEXIBLE SEALTITE CONDUIT SHALL BRIDGE THE CONNECTION BETWEEN THE BODY AND THE DOOR RIGID CONDUIT.	Yes		
14.9	**COLOR CODING**	ALL COMPACTOR BODIES PROVIDED ON THE SPECIFICATION WITH THIS DATE, SHALL UTILIZE THE SAME COLOR CODES WIRING OR NUMBER SYSTEM, AND EACH BODY SHALL BE FURNISHED WITH A COPY OF THE WIRING SYSTEM SCHEMATIC WITH COLORS OR NUMBERS IDENTIFIED AS TO FUNCTIONS.	yes		
15.0	**REAR VISION SYSTEM**	EACH BODY SHALL BE FURNISHED WITH A REAR, SIDE VISION, AND HOPPER VISION SYSTEM, TO INCLUDE CAMERA AND MONITOR.	Yes		
15.1	**CAMERA**	THE CAMERA SHALL BE A CONVOY SAFETY TECHNOLOGIES **C-3500 SIDE VIEW CAMERA, A CONVOY SAFETY TECHNOLOGIES C-1200A REAR AND HOPPER CAMERA,** OR CITY OF LUBBOCK, SOLID WASTE DEPARTMENT, APPROVED EQUIVALENT. VENDOR MUST IDENTIFY CITY APPROVED EQUIVALENT PRODUCT AT PRE-BID MEETING.	Yes		
15.2	**MONITOR**	THE MONITOR SHALL BE CONVOY SAFETY SYSTEMS, 7.0 HIGH RESOLUTION LCD-TFT 7 INCH COLOR MONITOR, OR CITY OF LUBBOCK, SOLID WASTE DEPARTMENT, APPROVED EQUIVALENT. VENDOR MUST IDENTIFY CITY APPROVED EQUIVALENT PRODUCT AT PRE-BID MEETING.	yes		
15.3	**WIRING SYSTEM**	THE CAMERA / MONITOR WIRING SYSTEM SHALL INCLUDE A CONNECTOR BLOCK WITH CANNON PLUG WEATHER PROOF CONNECTORS BETWEEN THE CAMERA AND THE TAIL GATE HINGE, AND ANOTHER CONNECTOR NEAR THE REAR OF THE TRUCK FRAME, PROVIDING FOR EASY REPLACEMENT OF DAMAGED CABLES.	Yes		

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES		NO
15.4	**CABLE SHEATH**	THE WIRING FOR THE CAMERA SHALL BE ROUTED THROUGH A HEAVY WALL FLEXIBLE CONDUIT, PROVIDING PROTECTION FROM DAMAGE. THE CONDUIT SHALL REACH FROM THE REAR TRUCK FRAME TO NEAR THE CAMERA, WITH SUFFICENT FLEXIBILITY TO ALLOW FOR MOVEMENT OF THE REAR DOOR.	yes		
16.0	**PAINT**	THE BODY SHALL BE PAINTED AN APPROVED MANUFACTURER'S STANDARD LEAD FREE BRIGHT WHITE COLOR, AND SHALL MATCH THE PAINT COLOR OF THE CAB AND CHASSIS.	yes		
17.0	**PACKER BODY WARRANTY**	THE VENDOR SHALL PROVIDE A FULL COVERAGE BODY AND COMPONENT WARRANTY OF NOT LESS THAN THIRTY-SIX (36) MONTHS AFTER DATE VEHICLE IS PLACED INTO SERVICE. WARRANTY COVERAGE SHALL BE 100%, ZERO DEDUCTIBLE, PARTS, FLUIDS, AND LABOR. VENDOR SHALL PROVIDE A 24 HOUR MAXIMUM RESPONSE TIME TO BEGIN CORRECTIONS FOR ANY PROBLEMS ENCOUNTERED OR DEVELOPED. IF 36 MONTHS INCLUDED IN BASIC WARRANTY, PLEASE CHECK BELOW. IF NOT, PLEASE MARK THE COSTS AND TERM OF THE EXTENDED WARRANTY. INCLUDED IN BASIC No (YES OR NO) EXTENDED WARRANTY: TERM 12 mos. only COST incl. in price			No
18.0	**DELIVERY**	THE COMPLETED ASSEMBLY SHALL BE DELIVERED TO THE CITY OF LUBBOCK, FLEET SERVICES DEPARTMENT, 206 MUNICIPAL DRIVE, MONDAY THROUGH FRIDAY, BETWEEN THE HOURS OF 9:00AM AND 3:00PM.	yes		

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES		NO
18.1	**DELIVERY TIMEFRAME**	**THE COMPLETED ASSEMBLY OF THE TOTAL QUANTITY OF 11 SHALL BE DELIVERED TO THE CITY OF LUBBOCK WITHIN TEN (10) MONTHS OF BID AWARD.** ***IF THE SUCCESSFUL PROPOSER FAILS TO DELIVER THE SUPPLIES OR PERFORM THE SERVICES WITHIN THE TIME SPECIFIED IN THIS CONTRACT, OR ANY EXTENSION THEREOF, THE ACTUAL DAMAGES TO THE CITY FOR THE DELAY WILL BE DIFFICULT OR IMPOSSIBLE TO DETERMINE. THEREFORE, IN LIEU OF ACTUAL DAMAGES, THE SUCCESSFUL PROPOSER SHALL PAY TO THE CITY AS FIXED, AGREED, AND LIQUIDATED DAMAGES FOR EACH CALENDAR DAY OF DELAY, THE AMOUNT OF $100. THE SUCCESSFUL PROPOSER SHALL NOT BE CHARGED WITH LIQUIDATED DAMAGES WHEN THE DELAY ARISES OUT OF CAUSE BEYOND THE CONTROL AND WITHOUT THE FAULT OF NEGLIGENCE OF THE SUCCESSFUL PROPOSER. THE CITY SHALL DETERMINE WHAT IS BEYOND THE CONTROL OF THE SUCCESSFUL PROPOSER AND HIS SUPPLIER.***	Yes		
19.0	**TRAINING**	VENDOR SHALL INCLUDE COMPACTION BODY MANUFACTURERS AUTHORIZED OPERATOR AND MAINTENANCE TRAINING WITH RESPONSE. OPERATION TRAINING SHALL BE FURNISHED WITH DELIVERY, AND SHALL INCLUDE A SET OF MANUALS PER TRUCK INSTRUCTION, ALLOWING THE CITY TO PRESENT NEW EMPLOYEES WITH THE MANUFACTURERS OPERATIONAL INSTRUCTIONS. MAINTENANCE TRAINING SHALL BE SCHEDULED WITH THE FLEET SERVICE DEPARTMENT NOT LESS THAN 30 DAYS IN ADVANCE.	Yes		

PROVIDE BUILD DATES	**BUILD DATE:** 1st unit 45 DAYS ARC	ALL (11) units Delivered within (10) Months ARC

MSO AND PAPERWORK

VEHICLE/EQUIPMENT WILL NOT BE ACCEPTED BY THE CITY OF LUBBOCK WITHOUT THE MSO, ALL KEYS, AND ALL PAPERWORK

GENERAL REQUIREMENT AND INFORMATION

BIDDER SHALL SUBMIT WITH EACH BID, CURRENT PRINTED LITERATURE AND SPECIFICATION SHEETS ON THE UNIT OFFERED IN THE RESPONSE TO SOLICITATION.

EXCEPTIONS TO THE SPECIFICATIONS OF ANY ITEMS STATED HEREIN SHALL BE FULLY DESCRIBED IN WRITING BY THE BIDDING VENDOR IN THE SPACE PROVIDED BELOW. **LIST ITEMS BY ITEM NUMBERS.**
12 Month WARRANTY ON Body & WORKMANSHIP. (ONLY)
MAINTENANCE / WEAR items ARE in question for WARRANTY Requested.

City of Lubbock TX
Fleet Services
Bid Tabulation
August 28, 2014

ITB 14-11868-DT
Refuse Collection Cab & Chassis and Packer Bodies for Solid Waste

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Overall Total
1	5	EA	Cab and Chassis, Spec 8762-LH			
			Lubbock Truck Sales, Inc.	**Lubbock, TX**	**79,189**	**$ 395,945**
			Roberts Truck Center	Lubbock, TX	79,851	399,255
2	5	EA	Packer Bodies, Spec 801-LH			
			Texan Waste Equipment dba Heil of Texas	**Irving, TX**	**81,875**	**409,375**
			Equipment Southwest, Inc.	Irving, TX	88,760	443,800
			Kann Manufacturing	Guttenburg, IA	90,149	450,745

Regular City Council Meeting **5. 21.**

Meeting Date: 08/28/2014

Information

Agenda Item

Resolution - Fire Rescue: Consider a resolution authorizing the Mayor to execute purchase order 10012242 with DACO Fire Safety Equipment for carbon fiber (SCBA) Cylinders.

Item Summary

The purchase order contract is for 100 Scott 4500 PSIG, 30-minute carbon cylinder and valve assemblies and 5 Scott 4500, 60- minute carbon cylinder and valve assemblies. This will replace breathing air cylinders that have been removed from service and destroyed due to reaching their end of service life.

The $69,915 purchase is from DACO Fire Safety of Lubbock, Texas is made through the Texas Association of School Boards Local Government Purchasing Cooperative, Contract 432.-12, 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

The purchase is funded in the FY 2013-2014 Master Lease with the annual payments beginning in the FY 2014-2015 Operating budget.

Staff/Board Recommending

Mike Kemp, Fire Chief

Attachments

Resolution & Contract - Daco Fire Safety 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, Purchase Order No. 10012242 by and between the City of Lubbock and Daco Fire Safety Equipment for SCBA Cylinders per Buy Board 432-13, 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.

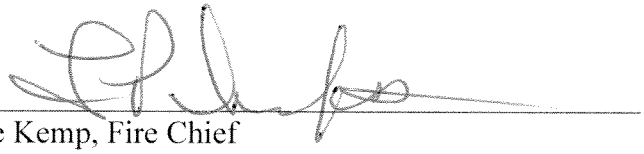
Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

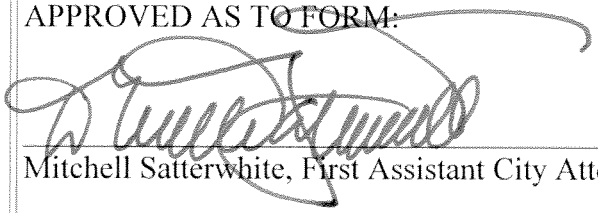
_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



_____
Mike Kemp, Fire Chief

APPROVED AS TO FORM:



_____
Mitchell Satterwhite, First Assistant City Attorney

vw:ccdocs/RES.Daco Fire-PurchaseOrd
August 12, 2014

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 08/12/2014
Order Number 10012242 000 OP
Branch/Plant 5619

TO: DACO FIRE SAFETY EQUIPMENT
201 AVENUE R
P.O. BOX 5006
LUBBOCK Texas 79408 5006

SHIP TO: CITY OF LUBBOCK
CENTRAL FIRE STATION COMPLEX
RAUL SALAZAR
1515 EAST URSULINE
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 08/07/2014 Freight
Requested 08/29/2014 Taken By K SHEPHERD
Delivery PER R SALAZAR - REQ 43797 BUYBOARD 432-13

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Cylinder & Valve Assy (NxG),	100.000	649.5000	EA	64,950.00	08/29/2014
Carbon, 4500 PSI, 30 MIn 4.5-60 Min Carb CYL & VLV NXG	5.000	993.0000	EA	4,965.00	08/29/2014
				Total Order	
Terms NET 30 DAYS				69,915.00	

This purchase order encumbers funds in the amount of $69,915.00 awarded to Daco Fire Safety Equipment of Lubbock, Texas, on August 28, 2014. The following is incorporated into and made part of this purchase order by reference: Price quotation dated August 12, 2014, from Daco Fire Safety Equipment of Lubbock, Texas. Resolution #_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

DACO FIRE EQUIPMENT
201 AVE R
PO BOX 5006
LUBBOCK, TX 79408
Phone # 806-763-0808
Fax # 806-763-9151

Estimate

Date	Estimate #
8/12/2014	1478

Name / Address	Ship To
LUBBOCK, CITY OF PO BOX 2000 LUBBOCK, TX 79456	LUBBOCK FIRE DEPT. 1515 EAST URSULINE LUBBOCK, TX 79401

Terms	Rep	FOB
Net 30	GD	

Item	Description	Qty	Rate	Total
SCO200128-01	Cylinder & Valve Assy (NxG), Carbon, 4500 psi, 30 min	100	649.50	64,950.00
SCO200130-01	4.5-60MIN CARB CYL&VLV NXG	5	993.00	4,965.00
	BUY BOARD CONTRACT# 432-13			

Subtotal	$69,915.00
Sales Tax (0.0%)	$0.00
Total	$69,915.00

Regular City Council Meeting **5. 22.**

Meeting Date: 08/28/2014

Information

Agenda Item

Resolution - Fire Rescue: Consider a resolution authorizing the Mayor to execute a First Responder Agreement 12006 between the Lubbock County Hospital District d/b/a UMC EMS and Lubbock Fire Rescue.

Item Summary

This agreement replaces Resolution 2012-R0298 between the Lubbock County District d/b/a UMC EMS; UMC EMS, a EMS provider licensed by the Department of State Health Services (DSHS) and the City of Lubbock, Texas, acting through Lubbock Fire Rescue. This agreement defines the terms and conditions among the parties wishing to coordinate emergency medical services inside the city limits of Lubbock, Texas.

Fiscal Impact

None.

Staff/Board Recommending

Mike Kemp, Fire Chief

Attachments

Resolution & Agreement - UMC EMS

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 interlocal First Response Agreement between the City of Lubbock, on behalf of its Fire Rescue Department, and the Lubbock County Hospital District d/b/a UMC EMS to allow for coordination of emergency medical service inside the city limits of the City of Lubbock, Texas. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____ 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mike Kemp, Chief, Lubbock Fire Rescue Department

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

Q:\CCDOCS\RES.LFR-UMC_EMS_7.25.2014.doc

First Response Agreement between
UMC EMS and Lubbock Fire Rescue

This Agreement is between the Lubbock County Hospital District d/b/a UMC EMS, ("UMC EMS") an EMS provider licensed by the Department of State Health Services ("DSHS"), and the City of Lubbock, Texas acting through the Lubbock Fire Rescue ("LFR"), an affiliated Advanced Life Support (ALS) First Responder Organization, as defined in the Texas Administrative Code, Title 25, Chapter 157, §157.14.

The parties wish to coordinate emergency medical services inside the city limits of Lubbock, Texas.

The parties agree to the following terms and conditions:

1. LFR personnel will respond to medical emergencies inside the established city limits of Lubbock, Texas. LFR agrees to respond to emergency medical requests in said area, 24 hours per day, every day of the year to assist UMC EMS.

2. UMC EMS and LFR will receive 911 calls at the same time through multiple PSAP switchboards. LFR agrees to send closest LFR first responder to the call.

3. UMC EMS and LFR agree to use radio channel ***Fire 1*** for traffic monitoring when responding to a medical call. This will allow communication between UMC EMS and LFR.

4. LFR will operate under medical protocols established by a committee of LFD and UMC EMS personnel under the direction and final approval of the Medical Director. This group will be called the "Lubbock Area Prehospital Consortium." The protocols established will be called the, "Lubbock Fire Rescue Prehospital Treatment Protocols," herein referred to as the "LFR Treatment Protocols."

5. An agreed upon physician will serve as the Medical Director for both LFR and UMC EMS (herein referred to as the Medical Director). UMC will enter into a separate written agreement with the Medical Director for services. UMC shall be responsible for payment of compensation under a separate written agreement. The duties of the Medical Director, specific to LFR, will include:
    a. assisting with the development of LFR policies and procedures,

b. overseeing competency testing and skills assessment of LFR personnel,
c. interacting with LFR personnel to understand LFR operations,
d. conduct case reviews of LFR responders as often as necessary to provide adequate opportunity to maintain attendance goals set by the medical director,
e. when available, respond to city wide disasters and/or act as an on-scene physician
f. represent LFR issues or concerns to the UMC Vice President responsible for the UMC EMS service,
g. other issues deemed necessary.

6. UMC EMS and LFR will be represented at all quality assurance meetings and other similar functions regarding LFR/UMC EMS operations inside the City of Lubbock. Monthly meetings will include the UMC EMS Director, the Medical Director, and LFR Chief or their respective designees to discuss all operations between the services.

7. Only personnel who are certified by DSHS will perform actual patient care that is not within the normal scope of training for a Texas trained firefighter. When on an emergency medical scene, LFR personnel will be readily identified as to their level of medical training and member service.

8. LFR will respond to all scenes code 3 unless otherwise dictated by LFR policy and procedures and as dictated by Lubbock Police Department on stage back situations.

9. LFR will respond with all required equipment and supplies to be used in patient treatment. The equipment and supplies used by LFR will be listed and approved by the Medical Director. All equipment and supplies will be maintained in good condition and ready for an emergency response.

   All LFR responses will be with Basic Life Support (BLS) equipment to support the patient until Advanced Life Support (ALS) arrival via UMC EMS. Use of certain ALS equipment and procedures by LFR personnel maintaining an advanced DSHS certification and in full compliance with all Medical Director requirements will be done in accordance with and when indicated by the LFR Treatment Protocols and with prior approval of the Medical Director. Qualified LFR personnel may perform ALS care.

10. A patient "hand-off" is the transfer of patient care from one medical provider to another. Effective communication and cooperation is necessary for a safe and successful transition. In handing off the care, the provider should give all appropriate information about the patient's condition and the care that has been given. To the extent available, this should include: Patient's Age and Sex, Chief Complaint, Level of Responsiveness, Airway Status, Breathing Status, Circulation Status, Physical Exam Findings, History, and Treatment and Interventions.

    It is the desire of both the LFR and UMC EMS to ensure patients receive care from a paramedic as soon as it is safe and appropriate for a paramedic to provide patient care. Therefore, LFR and UMC EMS agree to the following:

    At a rescue scene, LFR shall have primary responsibility for a patient who is entrapped and requires special rescue and extrication procedures, such as vehicle, confined space, trench or water rescue. If UMC EMS has arrived on the scene first, UMC EMS shall hand off the patient to LFR for rescue and medical care in the area of entrapment, if the area of entrapment is deemed unsafe by LFR. Once LFR has extricated the patient, LFR shall hand off the patient to UMC EMS.

    At all other scenes, UMC EMS shall have primary responsibility for the patient. If LFR has arrived on the scene first, LFR shall hand off the patient to UMC EMS.

    At all times, LFR and UMC EMS personnel shall provide such assistance to each other as may be requested and appropriate to the provider's licensure and training. LFR agrees to accompany the transporting ambulance to the receiving hospital at UMC EMS's request.

11. LFR will provide appropriate patient care transfer, patient information gathered, and care rendered prior to UMC EMS arrival. LFR personnel will document all pertinent patient findings and treatments in a patient record that will be maintained and completed by LFR at their respective facilities. LFR

will provide to UMC EMS upon written request a full written report within 1 business day of any patient care record unless otherwise prohibited by local, state, or federal law.

12. All responders will be responsible for maintaining written and verbal confidentiality of any and all protected patient information and taking reasonable precautions to prevent any unauthorized disclosure of records provided or prepared under the terms of this agreement.

13. Each party shall be responsible for its own acts or omissions and for any and all claims, liabilities, injuries, suits, demands, and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party or its employees or representatives in the performance or omission of any act or responsibility of that party under this agreement.

14. LFR personnel and UMC EMS personnel have the right to cancel each other in limited circumstances which shall free the other responding units to be available for another call.
    a. UMC EMS agrees to cancel LFR when UMC EMS arrives on scene of an EMS call prior to LFR arrival and the LFR is not needed for patient care.
    b. LFR agrees to cancel UMC EMS when LFR arrives on scene of a motor vehicle collision (MVC) with no injuries; a false call; or structure fires when UMC is not needed for patient care.
    c. Neither LFR nor UMC EMS will leave the scene of a medical emergency or fire call unless agreement is reached between both parties on the scene and is confirmed with both EMS and Fire dispatch.
    d. Occasionally, Lubbock Police Department will cancel UMC EMS in route to the scene of a MVC without apparent injures. However, LFR personnel on scene may later identify potential injuries for which a potential patient denies treatment and/or transport. In these situations, LFR will request UMC EMS presence at the scene to assess potential injuries and to either transport the patient or have the patient document his/her refusal of treatment and/or transport.

15. UMC EMS and LFR agree to exchange quarterly statistics for quality improvement. Representatives from each organization will meet to go over any concerns and quality improvement issues.

Quarterly statistics will be comprised of skills proficiency percentages for personnel, response times, number of responses, and any other issues that may deal with personnel and/or patient care.

16. LFR will provide documentation of ongoing Advance Life Support (ALS) skills training and quarterly competency testing of LFR personnel with advanced DSHS certification. This training meets the same standards as required of UMC EMS personnel. LFR personnel with advanced DSHS certification may complete quarterly competency testing and skills check-offs with LFR Field Training Officers, UMC EMS Senior Field Training Officer or the Medical Director.

17. Case Reviews. UMC EMS must attend one live case review per quarter and view four video case reviews per year. LFR must attend 1 case review per quarter to be held at LFR facilities. The Medical Director will attend all case reviews held at LFR facilities.

18. Relationship of the Parties. This Agreement does not establish a partnership, joint venture, joint enterprise, or employer/employee relationship between the parties, nor shall it be construed to do so in any manner.

19. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of the Agreement.

20. Notice. All notices required or permitted to be given under this Agreement shall be sufficient if furnished in writing, sent by registered mail, to the party's last known principal office. Principal office for LFR will be the City of Lubbock, City Secretary's office.

21. Governing Law. This Agreement shall be interpreted, construed, and governed according to the laws of Texas. Venue shall be in Lubbock, Lubbock County, Texas for all purposes.

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

23. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs (as applicable), legal representatives, successors, and permitted assigns. The parties acknowledge that their services are unique and agree that they may not assign this Agreement nor any rights, interests, or obligations hereunder without the written consent of the non-assigning party.

24. Entire Agreement. This Agreement supersedes all previous contracts, and constitutes the entire agreement respecting the services described herein.

25. Amendments. This Agreement may be modified or amended only if such amendment is made in writing and signed by the signatory parties hereto.

26. Compliance. The parties acknowledge that each is subject to applicable federal and state laws and regulations, and policies and requirements of various accrediting organizations. Each party will enforce compliance with all applicable laws, regulations, and requirements, and will make available such information and records as may be reasonably requested in writing by the other party to facilitate its compliance, except for records that are confidential and privileged by law. Each party shall have or designate a Compliance Officer or liaison with whom compliance issues shall be coordinated.

27. Access to Records. The parties agree that until the expiration of six years after the furnishing of services provided under this Agreement, the parties will make available to the Secretary of the United States Department of Health and Human Services ("the Secretary"), the United States Comptroller General, or the Texas Department of State Health Services, and their duly authorized representatives, this contract and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If a party carries out the duties of this Agreement through a subcontract, the subcontract will also contain an access clause to permit access by the Secretary, the United States Comptroller General, the Texas Department of State Health Services, and their representatives to the related organization's books and records.

28. Certification. Each party certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract or any government program by any federal department or agency or by the State of Texas. EACH PARTY WILL NOTIFY IMMEDIATELY THE OTHER PARTY if this status changes and the name of any person who provides services under this Agreement or who has an ownership or controlling interest or is an agent or managing employee who is convicted of a criminal offense related to the person's involvement in a government program or is suspended, debarred, or excluded from participation in a government program.

29. Non-Discrimination. Each party shall provide services without discrimination based on race, color, national origin, age, sex, disability, or political or religious beliefs.

30. Confidentiality. This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Tex. Gov't. Code Ann. Chapter 552 et seq., as amended (the "Texas Public Information Act") the same shall be of no force and effect. The parties further acknowledge that they are governed by the Health Insurance Portability and Accountability Act (HIPAA) and the Texas Medical Records Privacy Act.

31. Term. This agreement is for a term beginning on the date that it is executed by all parties and continuing through July 30, 2016. Each May, the parties will review this agreement. Any amendments to this agreement shall be made in writing, signed by the parties, and submitted to DSHS. This contract can be terminated by any party providing 60 day written notice with the reasons of such. Either party may terminate this agreement at any time if patient safety is jeopardized by continuation of the agreement.

EXECUTED this _____ day of _____, 2014.

FOR THE CITY OF LUBBOCK:

_____

GLEN C. ROBERTSON, Mayor

ATTEST:

FOR THE LUBBOCK COUNTY HOSPITAL DISTRICT D/B/A UMC EMS ("UMC EMS"):

_____

DAVID ALLISON,
President and CEO UMC Health System

Rebecca Garza, City Secretary

GERAD TROUTMAN, MD,
Medical Director

APPROVED AS TO CONTENT:

Mike Kemp, Chief, Lubbock Fire Rescue

APPROVED AS TO FORM:

John C. Grace,
Assistant City Attorney

City of
Lubbock
TEXAS

Regular City Council Meeting **6. 1.**

Meeting Date: 08/28/2014

Information

Agenda Item

Public Hearing at 5:30 p.m. - Finance: Hold a public hearing to consider an Ordinance to levy the 2014 assessment for the North Overton Public Improvement District, the boundary of which includes a portion of the area between Fourth Street on the north, Avenue Q to the east, Broadway on the south, and University Avenue to the west.

Item Summary

The purpose of this hearing is to allow the opportunity for property owners in the North Overton Public Improvement District (PID) to speak in favor of, or in opposition to, the assessment to be levied in the North Overton PID for 2014. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A notice of Public Hearing was published in the Avalanche Journal on Saturday, August 16, 2014, and notices were mailed to the property owners on Thursday, August 14, 2014, as required by statute.

The proposed assessment rate for 2014 is $0.18 per $100 valuation. This is the same rate as 2013. All property zoned commercial and high-density residential under the City of Lubbock Zoning Ordinance will be assessed for 2014. All single-family and duplex-zoned property will be assessed on a block-by-block basis as public improvements, to be maintained by PID funds, are completed in that block.

Fiscal Impact

None

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Notice - North Overton PID Public Hearing

North Overton Powerpoint

Notice of Public Hearing for the Review of the Assessment Rate for the North Overton Public Improvement District

Please take notice that on August 28, 2014, at 5:30 PM, the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Lubbock, 1625 13th St., Lubbock, Texas 79401. The purpose of this hearing is to review the 2014 assessment rate for property owners in the North Overton Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (the "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment Roll will be available for viewing in the City Secretary's Office after August 15, 2014.

The following information is hereby provided concerning the matters to be considered at such hearing:

Nature of the Services and Improvements: The general nature of the services and improvements to be performed by the District are to enhance security and public safety, and provide maintenance of landscaping and other public amenities in the public rights-of-way. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services and improvements provided by the District is approximately $2,812,236 over the next five (5) years. The estimated annual cost rises from $542,448 in FY 2014-15 to $585,723 in FY 2018-19. The District shall not incur bonded indebtedness. The costs are based on an assessment rate of $0.18 per $100.00 of valuation through year 2018. Assessments to cover estimated costs of enhanced services and improvements will be applied only to newly developed areas during the early years, and during the later years will be applied to currently existing properties as enhanced services and improvements are completed in those blocks.

Boundaries. The District is located wholly within the City of Lubbock, Texas. The boundary includes a portion of the area between Fourth Street on the North, Avenue Q to the East, Broadway on the South, and University Avenue to the West. A detailed map of the District and the Assessment Roll is available in the Fiscal Policy Department in Room 201 at the Lubbock Municipal Building.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City of Lubbock at 775-2985 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to:
Danielle Whitfill, City of Lubbock Fiscal Policy Department, at 775-2985

NORTH OVERTON PID DISTRICT

4TH STREET/MARSHA SHARP FWY.

UNIVERSITY STREET

AVENUE Q

BROADWAY

North Overton Assessment

- North Overton Assessment Rate
  - 2013 Assessment Rate - $0.18 per $100 valuation
  - Proposed 2014 Assessment Rate - $0.18 per $100 valuation

- Assessment Per $100,000 valuation

2004 – 2007	$ 150
2008 – 2010	170
2011 – 2018	180

Regular City Council Meeting **6. 2.**

Meeting Date: 08/28/2014

Information

Agenda Item

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

Item Summary

Each year, the City of Lubbock is required to review classifications for the methods of assessing; approve, adopt, and file the assessment roll (Exhibit C) with the City Secretary; and levy the assessment for the North Overton Public Improvement District (PID). This item is preceded by a Public Hearing, which allows property owners in the District to speak in favor of or in opposition to, the assessment rate pursuant to Chapter 372 of the Texas Local Government Code. The proposed assessment rate for 2014 is $0.18 per $100 valuation. This is the same rate as 2013.

All property zoned commercial and high-density residential under the City of Lubbock Zoning Ordinance will be assessed for 2014. All single-family and duplex-zoned property will be assessed on a block-by-block basis as public improvements, to be maintained by PID funds, are completed in that block.

The Council is required to review the Service Plan annually and adopt an ordinance setting the assessment rate for the PID. The revised Service Plan is included in the backup.

Exhibit C is available for viewing in the City Secretary's office.

Fiscal Impact

The assessments are deposited into a separate North Overton Public Improvement District Fund. The funds raised by the assessment will be used to provide landscape maintenance, street and pedestrian lighting, and any other maintenance needed on projects in the District, as well as cover a portion of the costs of administering the PID. The estimated total assessment that will be collected for 2014, based on estimated values, is $575,369.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

NO PID Assessment Ordinance

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE NORTH OVERTON PUBLIC IMPROVEMENT DISTRICT ("DISTRICT"); APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2014 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND/OR IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2014-15; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, On October 9, 2003 the City Council passed Resolution No.2003-R0468 which made certain findings concerning the advisability of creating the North Overton Public Improvement District, authorized and created the District as a public improvement district under Chapter 372 of the Texas Local Government Code (map attached as Exhibit A), and designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and

WHEREAS, On October 23, 2003, the City Council passed Resolution No. 2003-R0492, approving the Service and Assessment Plan, which has been reviewed and revised each year when necessary. Exhibit B, attached hereto, contains a Revised 2014 Service and Assessment Plan for the North Overton Public Improvement District; and

WHEREAS, Chapter 372 of the Texas Local Government Code requires that the City Council review the Service Plan; prepare a proposed assessment roll and file it with the City Secretary; and schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 28, 2014, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2014 assessments within the North Overton Public Improvement District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired by the calling and holding of such public hearing to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2014 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for the services and improvements of the property in the District, and approve, adopt and file with the City Secretary the proposed assessment roll (Exhibit C); and

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.15 per $100.00 of net taxable value through year 2007, assessment rate of $0.17 per $100.00 of net taxable value for year 2008 through year 2010, and assessment rate of $0.18 per $100.00 valuation for year 2011 through 2018, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS:

SECTION 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: That the City Council after review of the Revised Service Plan approves the method of assessing special benefits of services and improvements and the Revised Service Plan, which is set forth in the Assessment Plan attached and incorporated herein as Exhibit B. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Service Plan, each property owner in the District identified for assessments in 2014 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment. All property zoned commercial and high-density residential under the City of Lubbock Zoning Ordinance will be assessed on an annual basis beginning January 1, 2004. All single-family and duplex-zoned property will be assessed on a block-by-block basis determined by the public improvements to be maintained by PID funds which are completed and existing in that block on January 1 of each year.

SECTION 3: The City Council hereby approves, adopts and files with the City Secretary the assessment roll attached hereto and made a part of and marked as Exhibit C (the "Assessment Roll"). The Assessment Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Service plan and this Ordinance. The City Secretary shall file the Assessment Roll in the official City records. The Assessment Roll shall be subject to public inspection.

SECTION 4: That the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 28, 2014 at 5:30 p.m. in the City Council Chamber, 1625 13th Street, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

SECTION 5: That the City Council finds that Lubbock City staff mailed to the owners of property liable for assessment, notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

SECTION 6: That the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied, and further finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District, and further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State and in the proceedings of the City heretofore had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

SECTION 7: That there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2014 city net taxable value in the manner described in the assessment attached hereto in Exhibits B and C and made part hereof shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

SECTION 8: That the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate per annum established in Section 9 together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims except liens and claims for ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien shall attach on January 1 of each year to the property to secure the

payment of all assessments, penalties, and interest ultimately imposed for the year on the property, whether or not the assessments are imposed in the year the lien attaches and shall be effective until the assessment is paid. The lien is perfected on attachment and perfection requires no further action by the governing body.

SECTION 9: That the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2015 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

SECTION 10: That all assessments levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

SECTION 11: That the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

SECTION 12: That the City may contract with the Lubbock Central Appraisal District and/or any competent attorney to collect the assessments and to represent the North Overton Public Improvement District to enforce the collection of delinquent assessments. The attorney's compensation shall be set in the contract, but the total amount of compensation provided may not exceed 20 percent of the amount of delinquent assessment, penalty, and interest collected, as required in Section 6.03 of the Texas Property Tax Code.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on_____, 2014.

Passed by the City Council on second reading on_____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

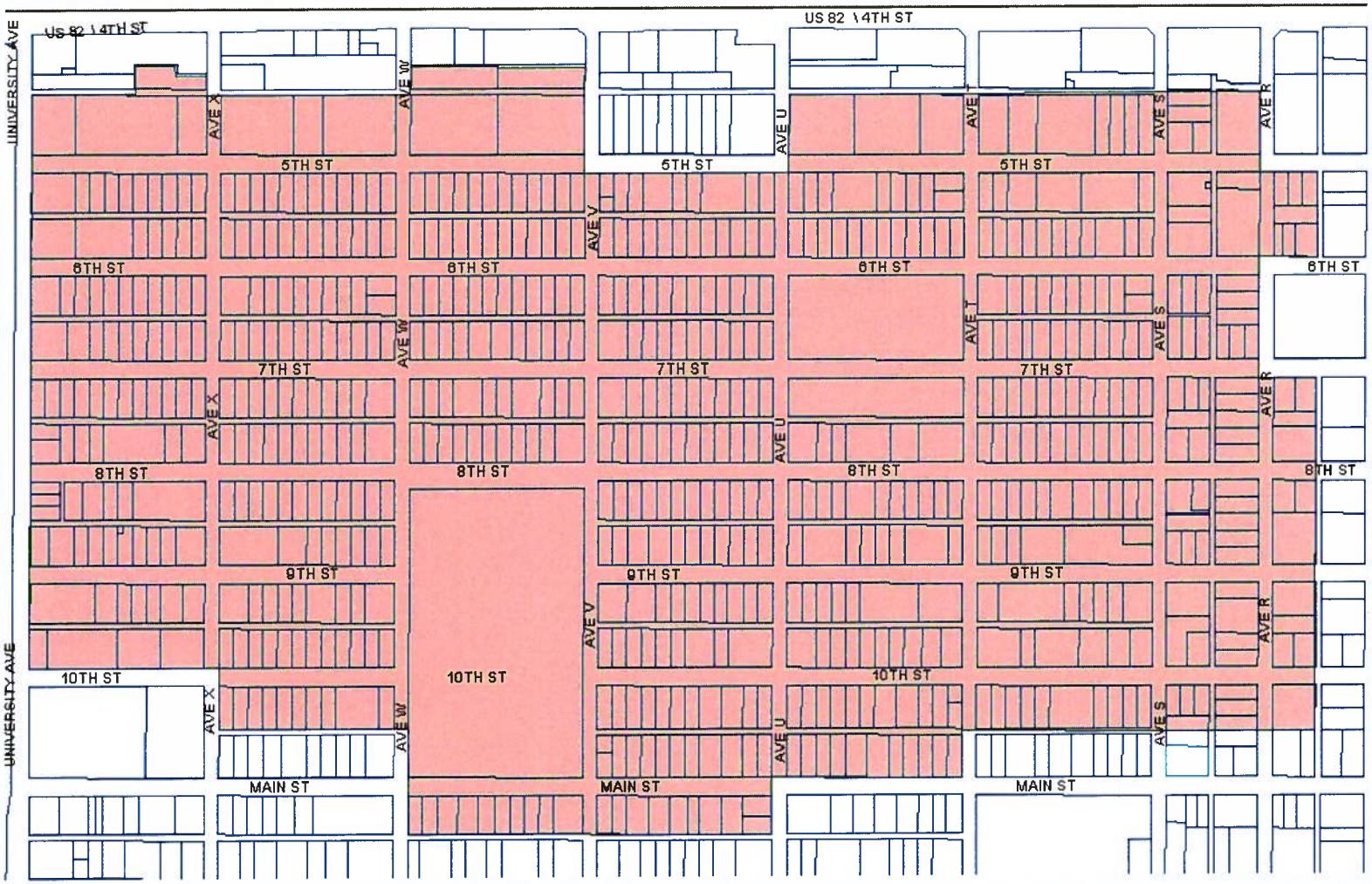
_____
Linda L. Chamales,
Economic Development Attorney

Lc:city att/Linda/Ordinances/NO PID Ordinance 2014 Assessment
August 12,2014

Exhibit A

NORTH OVERTON PID DISTRICT

4TH STREET/MARSHA SHARP FWY.



UNIVERSITY STREET

AVENUE Q

BROADWAY

City of Lubbock, TX
Finance Department
North Overton PID Assessment and Service Plan
Exhibit B

Method of Assessment

* Properties will be assessed based on the City's 2014 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04. Exhibit D reflects an estimation of assessments based on the preliminary 2014 values, however, the actual assessment will be based on the final 2014 net taxable values.

* Assessment will be $0.18/$100.00 valuation.

* All property zoned commercial and high - density residential under the City of Lubbock's Zoning Ordinance will be assessed beginning January 1, 2004.

* All single-family and duplex-zoned property will be assessed on a block-by-block basis. Assessment will begin for property in a single-family or duplex-zoned block, at the time public improvements to be maintained by PID funds are completed in that block, as of January 1 of the assessed year.

Service Plan

	Actual		Budget			Proposed			
Calendar Year	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**Totals**
Property Values *	250,852,305	265,378,108	285,905,478	341,141,225	365,362,252	383,630,365	402,811,883	422,952,477	$ 422,952,477
Discounted Property Values	250,852,305	265,378,108	285,905,478	319,649,328	342,344,430	359,461,652	377,434,734	396,306,471	396,306,471
Fiscal Year Revenues	**2011-12**	**2012-13**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**Totals***
Interest Earnings	1,157	114	104	326	409	577	793	1,060	25,420
Assessment @ $0.18	412,034	473,493	514,630	575,369	616,220	647,031	679,383	713,352	4,631,511
Total	**413,191**	**473,607**	**514,734**	**575,694**	**616,629**	**647,608**	**680,175**	**714,411**	**6,379,653**
Expenses									
Lighting	42,712	27,015	40,000	41,200	42,436	43,709	45,020	46,371	429,956
Landscape	391,572	383,087	451,519	456,034	465,155	474,458	483,947	493,626	4,996,955
Annual Operating Cost	3,252	3,845	4,633	4,772	4,915	5,063	5,214	5,371	66,364
Administrative Costs	16,568	8,045	12,000	40,441	36,930	38,038	39,180	40,355	231,558
Subrogation Reimbursement	-	(10,054)	-	-	-	-	-	-	(10,054)
Total	**454,104**	**411,939**	**508,152**	**542,448**	**549,436**	**561,268**	**573,361**	**585,723**	**5,861,159**
Cash Reserve	**62,005**	**123,673**	**130,255**	**163,502**	**230,694**	**317,034**	**423,847**	**552,536**	$ **552,536**

*** The total column includes prior year amounts that are hidden and do not show on the spreadsheet.**

Assessment Information

2004-2007
Assessment per $100,000
2008-2010
Assessment per $100,000
2011-2018
Assessment per $100,000

Regular City Council Meeting **6. 3.**

Meeting Date: 08/28/2014

Information

Agenda Item

Public Hearing at 5:30 p.m. - Finance: Hold a public hearing to consider an Ordinance to levy the 2014 assessment for the North Point Public Improvement District, the boundary of which includes the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford.

Item Summary

The purpose of this hearing is to allow the opportunity for property owners in the North Point Public Improvement District (PID) to speak in favor of, or in opposition to, the assessment to be levied in the North Point PID for 2014. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A notice of Public Hearing was published in the Avalanche Journal on Saturday, August 16, 2014, and notices were mailed to the property owners on Thursday, August 14, 2014, as required by statute.

The proposed assessment rate for 2014 is $0.14 per $100 valuation. This is the same rate as 2013. All property will be assessed for 2014.

Fiscal Impact

None

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Notice - North Point PID Public Hearing

North Point Powerpoint

Notice of Public Hearing for the Review of the Assessment Rate for the North Point Public Improvement District

Please take notice that on August 28, 2014, at 5:30 PM, the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Lubbock, 1625 13th St., Lubbock, Texas 79401. The purpose of this hearing is to review the 2014 assessment rate for property owners in the North Point Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (the "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment Roll will be available for viewing in the City Secretary's Office after August 15, 2014.

The following information is hereby provided concerning the matters to be considered at such hearing:

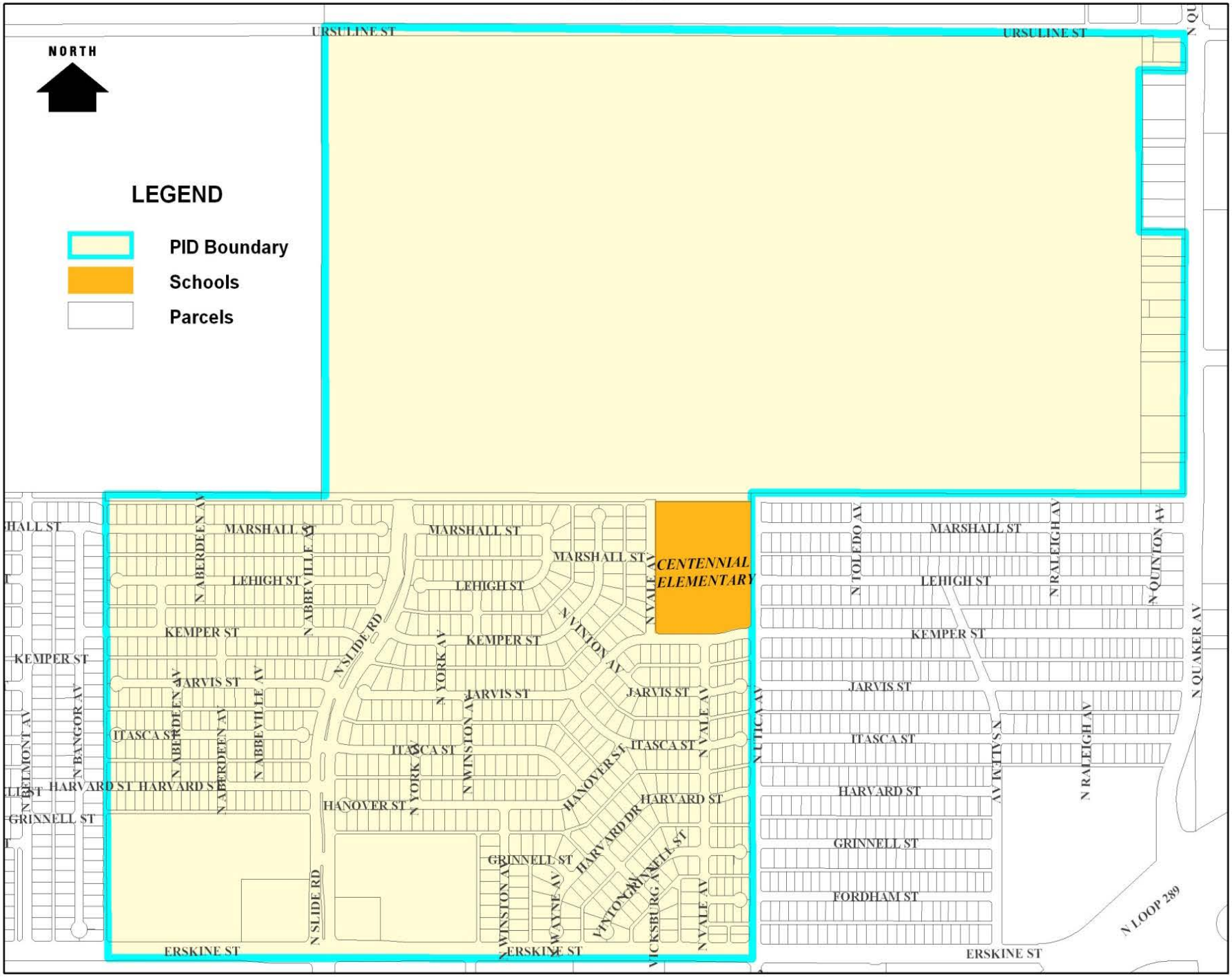
Nature of the Services and Improvements: The general nature of the services and improvements to be performed by the District are to maintain the common areas on North Slide and adjacent right of way, building and maintaining a hike and bike trail located under a utility easement, repair and replacement of amenities, electric costs for entryway lighting, and enhancing and maintaining amenities in the entry stations on North Slide Road, all in accordance with the Act. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services and improvements provided by the District is approximately $506,888 over the next five (5) years. The estimated annual cost decreases from $299,039 in FY 2014-15 to $53,936 in FY 2018-19. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of $0.14 per $100.00 of valuation through year 2018.

Boundaries. The District is located wholly within the City of Lubbock, Texas. The North Point Public Improvement District (PID) generally covers the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford. This area is approximately 543 acres. A detailed map of the District and a legal description as well as the Assessment Roll is available in the Fiscal Policy Department in Room 201 at the Lubbock Municipal Building.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City of Lubbock at 775-2985 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to:
Danielle Whitfill, City of Lubbock Fiscal Policy Department, at 775-2985



North Point Public Improvement District

North Point Assessment

- North Point Assessment Rate
  - 2013 Assessment Rate - $0.14 per $100 valuation
  - Proposed 2014 Assessment Rate - $0.14 per $100 valuation

- Assessment Per $100,000 valuation
  - 2004 – 2018 $ 140

Regular City Council Meeting **6. 4.**

Meeting Date: 08/28/2014

Information

Agenda Item

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

Item Summary

Each year, the City of Lubbock is required to review classifications for the methods of assessing; approve, adopt, and file the assessment roll (Exhibit C) with the City Secretary; and levy the assessment for the North Point Public Improvement District (PID). This item is preceded by a Public Hearing, which allows property owners in the District to speak in favor of or in opposition to, the assessment rate pursuant to Chapter 372 of the Texas Local Government Code. The proposed assessment rate for 2014 is $0.14 per $100 valuation. This is the same rate as 2013. All property will be assessed for 2014.

The Council is required to review the Service Plan annually and adopt an ordinance setting the assessment rate for the PID. The revised Service Plan is included in the backup.

Exhibit C is available for viewing in the City Secretary's office.

Fiscal Impact

The assessments are deposited into a separate North Point Public Improvement District Fund. The funds raised by the assessment will be used to provide landscape maintenance on the common areas on North Slide and adjacent right of way, building and maintaining a hike and bike trail, repair and replacement of amenities, enhancing and maintaining amenities at the entry stations, lighting, and any other maintenance needed in the District, as well as cover a portion of the costs of administering the PID. The estimated total assessment that will be collected for 2014, based on estimated values, is $92,338.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Assessment Ordinance

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE NORTH POINT PUBLIC IMPROVEMENT DISTRICT ("DISTRICT"); APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2014 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND/OR IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2014-15; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, On October 28, 2004 the City Council passed Resolution No.2004-R0543 which made certain findings concerning the advisability of creating the North Point Public Improvement District (Exhibit A), authorized and created the District as a public improvement district under Chapter 372 of the Texas Local Government Code, and designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and

WHEREAS, On November 18, 2004 the Lubbock City Council passed Resolution 2004-R0564, approving the Service Plan and an Assessment Plan for the North Point Public Improvement District, which has been reviewed and revised each year when necessary. Exhibit B, attached hereto, contains a Revised 2014 Service and Assessment Plan for the North Point Public Improvement District; and

WHEREAS, Chapter 372 of the Texas Local Government Code requires that the City Council review the Service Plan; prepare a proposed assessment roll and file it with the City Secretary; and schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 28,2014, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2014 assessments within the North Point Public Improvement District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired by the calling and holding of such public hearing to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2014 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for services and improvements of the property in the District, and approve, adopt and file with the City Secretary the assessment roll (Exhibit C); and

WHEREAS, the City Council finds after review that the Revised Service Plan and Assessment Plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $.14 per $100.00 of net taxable value through year 2018, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS:

SECTION 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: That the City Council after review of the Revised Service Plan approves the method of assessing special benefits of services and improvements and the Revised Service Plan, which is set forth in the Assessment Plan attached and incorporated herein as Exhibit B. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Revised Service Plan, each property owner in the District identified for assessments in 2014 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment. All property will be assessed on an annual basis beginning January 1, 2005.

SECTION 3: The City Council hereby approves, adopts and files with the City Secretary the assessment roll attached hereto and made a part of and marked as Exhibit C (the "Assessment Roll"). The Assessment Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Service plan and this Ordinance. The City Secretary shall file the Assessment Roll in the official City records. The Assessment Roll shall be subject to public inspection.

SECTION 4: That the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 28, 2014 at 5:30 p.m. in the City Council Chamber, 1625 13th Street, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and

time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

SECTION 5: That the City Council finds that Lubbock City staff mailed to the owners of property liable for assessment notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

SECTION 6: That the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied, and further finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District, and further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State and in the proceedings of the city heretofore had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

SECTION 7: That there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2014 city net taxable value in the manner described in the assessment attached hereto in Exhibits B and C and made part hereof shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

SECTION 8: That the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate per annum established in Section 9 together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims except liens and claims for ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien shall attach on January 1 of each year to the property to secure the payment of all assessments, penalties, and interest ultimately imposed for the year on the property, whether or not the assessments are imposed in the year the lien attaches and shall be effective until the assessment is paid. The lien is perfected on attachment and perfection requires no further action by the governing body.

SECTION 9: That the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2015 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

SECTION 10: That all assessments levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

SECTION 11: That the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

SECTION 12: That the City may contract with the Lubbock Central Appraisal District and/or any competent attorney to collect the assessments and to represent the North Point Public Improvement District to enforce the collection of delinquent assessments. The attorney's compensation shall be set in the contract, but the total amount of compensation provided may not exceed 20 percent of the amount of delinquent assessment, penalty, and interest collected, as required in Section 6.03 of the Texas Property Tax Code.

AND IT IS SO ORDERED.

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

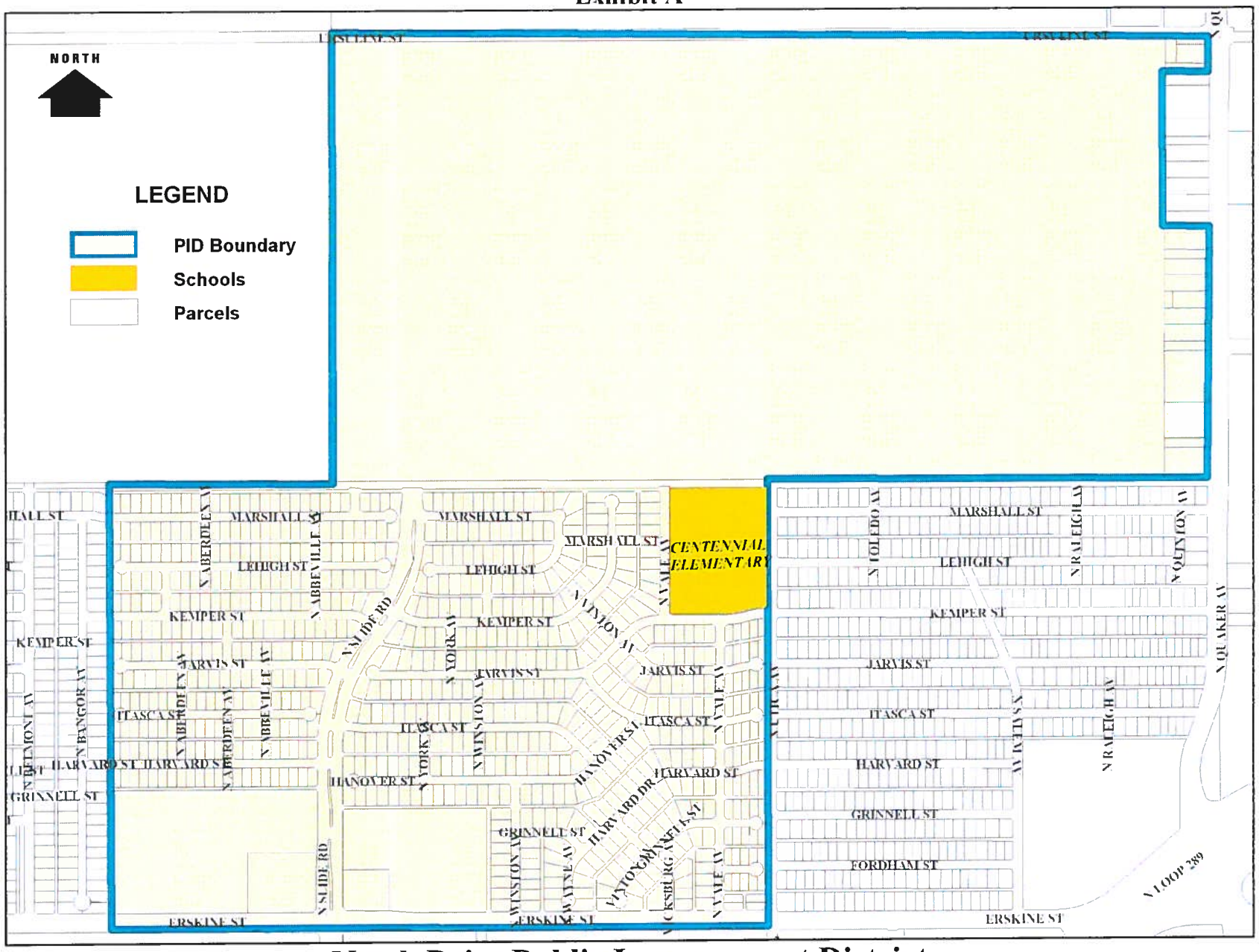
_____
Cheryl Brock,
Executive Director of Budget

APPROVED AS TO FORM:

_____
Linda Chamales,
Economic Development Attorney

LC: lc/cityatt/Linda/Ordinances/North Point PID Assessment 2014
August 12, 2014

Exhibit A



North Point Public Improvement District

City of Lubbock, TX
Finance Department
North Point PID Method of Assessment
Exhibit B

* Properties will be assessed based on the City's 2014 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
* Assessment rate will be $0.14/$100 valuation
* All property will be assessed based on the final 2014 "net taxable value".

City of Lubbock, TX
Finance Department
North Point PID Assessment and Service Plan

Service Plan

	Actuals		Revised	Proposed					
Calendar Year	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**Totals**
Property Values* (Taxable)	$ 57,194,936	59,408,213	59,836,052	66,087,974	67,409,733	68,757,928	70,133,087	71,535,748	$ 71,535,748
Discounted Property Values	57,194,936	59,408,213	58,040,970	65,955,798	65,387,441	66,695,190	68,029,094	69,389,676	69,389,676
Fiscal Year Revenues	**2011-12**	**2012-13**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**Totals^**
Interest	475	412	793	818	303	408	514	622	11,045
Assessment @ $0.14	80,568	82,784	81,257	92,338	91,542	93,373	95,241	97,146	1,052,740
Total	**$ 81,044**	**83,196**	**82,050**	**93,156**	**91,846**	**93,781**	**95,755**	**97,768**	**$ 966,018**
Expense									
Slide Road - right of way & median maintenance	7,949	9,508	12,786	13,000	13,000	13,260	13,525	13,796	160,404
Water cost for irrigation	5,599	7,716	17,672	18,202	18,748	19,311	19,890	20,487	146,532
Repair and Replacement of Public Improvements	-	-	-	-	-	-	-	-	2,783
Right-of-way Improvements	-	-	-	-	-	-	-	-	500
Seasonal Lighting of Entry	-	11,018	2,500	2,575	2,627	2,679	2,733	2,787	28,319
Hike & Bike Trails under utility easement 50 ft. wide linear track, 17.5 acres @ $1,178	-	-	-	1,000	1,020	1,040	1,061	1,082	16,319
Electric Cost for Lights & Seasonal Lighting	423	440	1,156	1,191	1,226	1,263	1,301	1,340	11,903
Administrative Costs	2,218	4,075	5,400	6,856	7,062	7,274	7,492	7,717	51,609
Annual Operation Cost (Notices, Public Hearings, Collection Costs, Advisory Group)	3,280	3,600	6,034	6,215	6,339	6,466	6,595	6,727	52,793
Capital Outlay									
Constr of trail, 63,360 sq ft @ $5.00 = $316,800		-	50,000	250,000	-	-	-	-	300,000
Total	**$ 19,469**	**36,357**	**95,548**	**299,039**	**50,022**	**51,293**	**52,598**	**53,936**	**$ 771,161**
Cash Reserve	**$ 293,865**	**340,704**	**327,207**	**121,324**	**163,147**	**205,635**	**248,792**	**292,624**	**$ 292,624**

*Property Value growth rate = 2% annually

^Total amounts also include actual revenues and expenses prior to 2010

Assessment Information

2004-2018

Assessment per $100,000 **$ 140.00**

File and Return to
Dave Booher R.O.W.
City of Lubbock

Resolution No. 2004-R0543
October 28, 2004
Item No. 52

RESOL
11 PGS
2011027240

RESOLUTION

WHEREAS, a petition has been received from the record owners of taxable real property representing more than 50 percent of the appraised value (as determined by the most recent certified appraisal roll for Lubbock County) of an area within the City of Lubbock, generally covering the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford and containing approximately 543 acres, AND owners of not less than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal; requesting establishment of a North Point Public Improvement District under Section 372.005 of the Public Improvement District Assessment Act for the purpose of maintaining the common areas on North Slide and adjacent right of way, creating and maintaining the common areas on North Slide and adjacent right of way, creating and maintaining a green space located under a utility easement, and enhancing and maintaining amenities in the entry stations on North Slide Road , all in accordance with the Act; and

WHEREAS, the petition, a copy of which has been attached as Exhibit "A," was examined, verified, found to meet the requirements of Section 372.005(b) of the Texas Local Government Code, and accepted by the City Council of the City of Lubbock, Texas, (the "City"); and

WHEREAS, the boundaries of the proposed North Point Public Improvement District within the city limits of the City of Lubbock are described in the attachment designated as Exhibit "B" and shown on the map attached hereto as Exhibit "C"; and

WHEREAS, the City has called a public hearing to hear public comments on the advisability of the proposed public improvement district and its benefits to the City and the property in the proposed Tax Increment Financing Reinvestment Zone; and

WHEREAS, notice of such public hearing was published in the Lubbock Avalanche-Journal, a daily paper of general circulation in the City, such publication date being before the 15th day before the date of the public hearing stating the time and place of the hearing, the general nature of the proposed improvement, the estimated cost of the improvements, the boundaries of the proposed assessment district, the proposed method of assessment, and the proposed apportionment of cost between the improvement district and the city as a whole; and

WHEREAS, written notice containing the information in the published notice was mailed before the 15th day before the date of the hearing to the current addresses of the owners, as reflected on the tax rolls, of property subject to assessment under the proposed public improvement district; and

WHEREAS, such hearing was convened at the time and place mentioned in the published notice, on the 28th day of October, 2004, at 10:45 o'clock a.m., in the Council Chamber of the City of Lubbock, Texas; and

WHEREAS, the City, at such hearing, invited any interested person, or his/her representative, to appear and speak for or against the authorization of the North Point Public Improvement District, the boundaries of the proposed Public Improvement District, whether all or part of the territory which is described in Exhibit "B" attached hereto and depicted on the map attached hereto as Exhibit "C" should be included in such proposed North Point Public Improvement District, the advisability of the proposed improvements, the nature of the improvements, the estimated costs of the improvements; the method of assessment, and the apportionment of the costs between the district and the city as a whole; and

WHEREAS, all owners of property located within the proposed Public Improvement District and all other taxing units and other interested persons were given a reasonable opportunity at such public hearing to protest the authorization of the proposed North Point Public Improvement District and/or the inclusion of their property in such Public Improvement District; and

WHEREAS, the proponents of the North Point Public Improvement District offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the North Point Public Improvement District, and opponents of the North Point Public Improvement District were given the opportunity to appear to contest authorization of the district, after which the hearing was closed; NOW THEREFORE:

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

SECTION 1: THAT the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: THAT the City Council, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

a) That the public hearing on the advisability of authorizing the North Point Public Improvement District has been properly called, held and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the proposed public improvement district.

b) That authorization of the proposed North Point Public Improvement District with boundaries as described in Exhibits "B" and "C" for the purpose of maintaining the common areas on North Slide and adjacent right of way, creating and maintaining a green space located under a utility easement, and enhancing and maintaining amenities in the entry stations of North Slide Road is advisable and will result in benefits to the City, its residents, and property owners, in general, and to the property, residents and property owners in the North Point Public Improvement District.

c) That the total estimated cost of services and improvements proposed to be provided by the District is approximately $430,352.00 over the next five (5) years, and that the estimated annual cost rises from $15,456.00 in the second year to $209,489.00 in year five (5).

d) That the costs are based on a proposed assessment rate of $0.14 per $100.00 of valuation through year 2010, decreasing to $0.04 per $100.00 of valuation in year 2011. Assessments to cover estimated costs of enhanced services and improvements are proposed to be applied to newly developed areas during the early years and during the later years will be applied to currently existing properties as enhanced services and improvements are completed in the blocks containing those properties.

e) That as to apportionment of cost between the proposed District and the city, all costs for proposed improvements will be paid by the District through assessments.

SECTION 3. That the City hereby authorizes, under Sections 372.006, 372.010, and 372.041 of the Act, a public improvement district over the area described in Exhibit "B" attached hereto and depicted in the map attached hereto as Exhibit "C" and such public improvement district shall hereafter be identified as the North Point Public Improvement District, City of Lubbock, Texas.

SECTION 4: That the City Council shall be the governing board for the North Point Public Improvement District.

SECTION 5: That notice of this authorization for the North Point Public Improvement District shall be published in a newspaper of general circulation in the city.

SECTION 6: That if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

PASSED by the City Council this 28th day of October, 2004.

TOM MARTIN, MAYOR PRO TEM

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Craig Farmer, Managing Director
of Planning and Transportation

APPROVED AS TO FORM:

for John M. Knight
Assistant City Attorney

JK:/Cityatt/John/PID findings.resolution-north point
October 19, 2004

SAMPLE

Resolution No. 2004-R0543
October 28, 2004
Item No. 52

PETITION TO CREATE THE NORTH POINT PUBLIC IMPROVEMENT DISTRICT

TO THE HONORABLE MAYOR AND MEMBERS OF THE LUBBOCK CITY COUNCIL:

The undersigned ("Petitioners") who are the owners of real property in the hereinafter described District respectfully file this petition (the "Petition") requesting the City Council of Lubbock, Texas to find that the following District is advisable and necessary and would promote the interests of the City and to establish the public improvement district in accordance with Chapter 372 of the Texas Local Government Code (the "Act").

Signature of person signing for owner	Date
Printed name of owner	SIERRA PLATEAU LTD
Owner's printed name, if different from signer	
Signer's relation to owner, if not owner	
Signers mailing address	
Signer's day time phone number	( )

By executing this petition, the foregoing person represents and warrants that he or she is authorized to execute the Petition on behalf of the property owner named above. The property(-ies) of the owner are located at the following address(es) within the District or at the addresses within the District listed on the attached sheet.

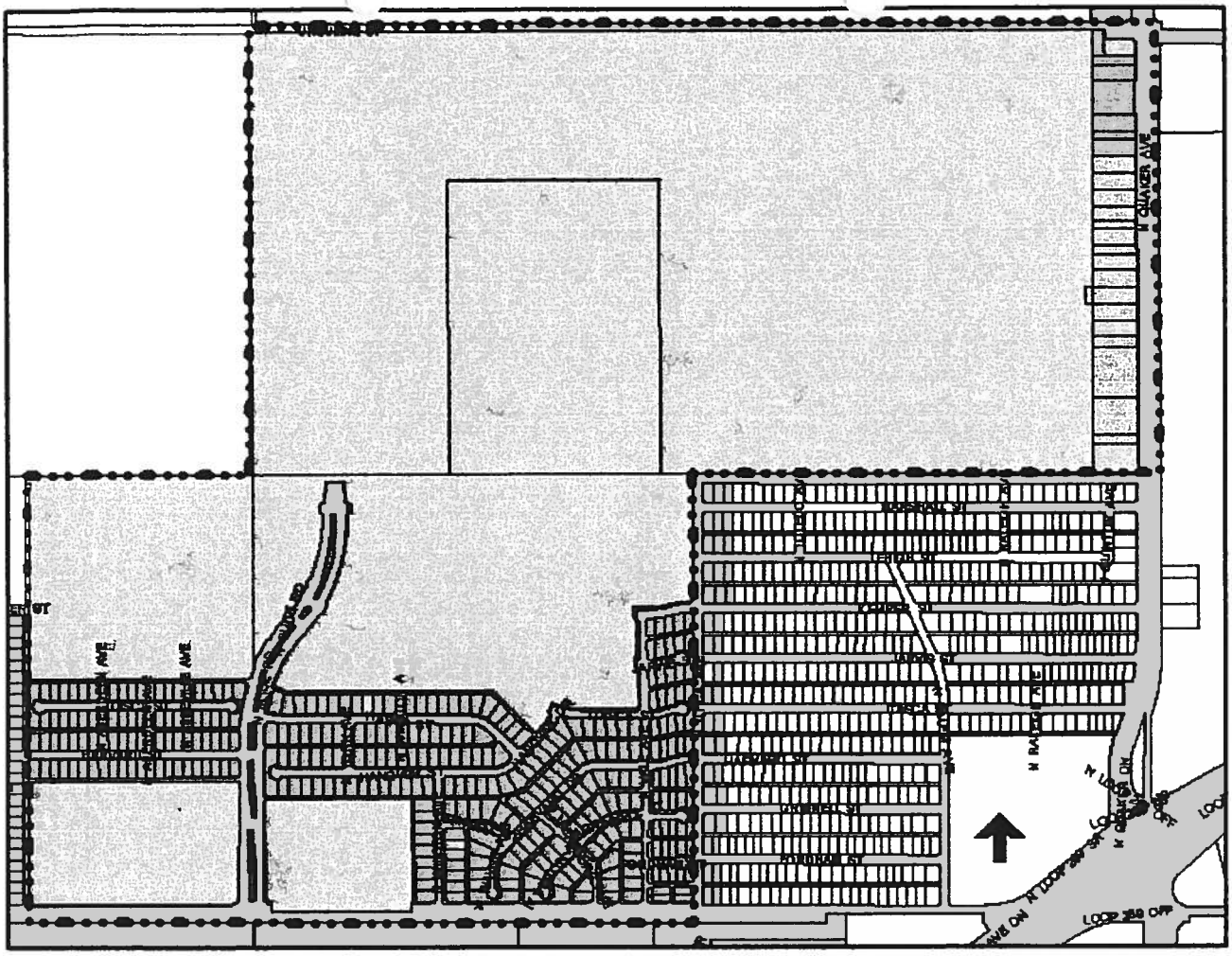
5240 ITASCA ST,
LUBBOCK, TX 79416

Property Address(es)

Please return the signed petition by August 9, 2004 to:
Rob Allison, Business and Neighborhood Development Manager,
City of Lubbock, P O Box 2000, Lubbock, TX 79457.

R301711
Located at: 5240 ITASCA ST, LUBBOCK, TX 79416
SIERRA PLATEAU LTD
7170 W WIND DR STE 101, EL PASO, TX 79912-1744

Exhibit "A"



Proposed North Pointe Public Improvement District
October 2004

NORTH POINT PUBLIC IMPROVEMENT DISTRICT (PID)

The proposed North Point Public Improvement District (PID) generally covers the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford. This area is approximately 543 acres. The proposed boundaries are shown on the attached map. The purpose of the PID is to maintain the common areas on North Slide and adjacent right of way; creating and maintaining a green space located under a utility easement; and enhancing and maintaining amenities in the entry stations on Slide Road.

A PID is funded by a small assessment based on the value of each property within the PID. This assessment will generate sufficient funds to pay the projected expenses of the PID. As an example, with an **assessment of $0.14 per $100 valuation,** an owner with a property valued at $100,000 would pay an assessment of **only $140 per year** for maintaining the public improvement areas. It is expected that the assessment rate would be no more than $0.14 per $100 valuation, and may be less.

A PID is initiated by property owners within the proposed PID boundary, indicated by their signing a petition requesting that the City create the PID. The petition is sufficient if it is signed by the owners of at least 50% of the appraised value of property within the PID boundary, and owners of either of the following: at least 50% of the area of all property within the proposed PID boundary, or, at least 50% of the number of properties within the proposed PID boundary.

In addition to a petition signed by the sufficient number of owners, a five-year initial Service Plan must be prepared which outlines (among other things) the proposed services to be provided and the proposed method of assessment required to fund those services. Following submission of the petition and Five-year Service Plan, the City Council holds a public hearing to discuss and receive comments regarding establishment of the PID. Each property owner within the proposed PID will receive written notification of this public hearing.

At a subsequent meeting, the City Council then approves a Resolution which establishes the PID, the proposed services and costs, and the method of assessment. Normally, a majority vote of Council is satisfactory. However, if there is a written protest signed by 20% of the owners, approval will require a 2/3 vote of the Council.

The PID approval process normally takes about 4-5 months after submission of the petition to the City. Based on this time requirement, it is expected that if approved, the North Point PID would take effect **January 1, 2005. The assessment would be available for review on October 1, 2004.**

NORTH POINTE PID

Proposed Revenue/Expense Worksheet

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	Totals
REVENUE											
Property Values*	13,600,000	57,376,000	129,023,520	197,043,980	249,284,870	297,770,568	303,725,979	309,800,499	315,996,509	322,316,439	322,316,439
Discounted Property Values	11,040,000	45,900,800	100,818,816	149,635,182	199,427,896	238,216,454	242,980,783	247,840,399	252,797,207	257,853,151	257,853,151
Assessment @ $0.14	-	-	15,458	64,281	141,148	208,488	278,198	-	-	-	709,552
Assessment @ $0.04	-	-	-	-	-	-	-	95,287	97,192	99,136	291,615
Total	-	-	15,458	64,281	141,148	208,488	278,198	95,287	97,192	99,136	1,001,167
Expense--$0											
Slide Road - right of way & median maintenance											
South of power lines, 5.75 acres @ $2,356	-	-	13,672	14,149	14,432	14,721	15,015	15,316	15,622	15,935	118,063
South of power lines (developer)	-	13,600	-	-	-	-	-	-	-	-	13,600
North of power lines, 1.50 acres @ $2,356	-	-	1,584	3,714	3,788	3,864	3,941	4,020	4,100	4,182	29,193
North of power lines (developer)	-	3,600	2,088	-	-	-	-	-	-	-	5,688
Rotation of color (3 rotations)	-	-	-	12,485	12,734	12,988	13,248	13,514	13,784	14,060	92,816
Rotation of color (developer)		12,000	12,240	-	-	-	-	-	-	-	24,240
Neighborhood Entry Stations (2)											
General Maintenance (3 rotations of color)	-	-	-	6,242	6,367	6,495	6,624	6,757	6,892	7,030	46,406
General Maintenance (developer)	-	6,000	6,120	-	-	-	-	-	-	-	12,120
Hike & Bike Trails under utility easement											
50 ft. wide linear track, 17.5 acres @ $2,356	-	-	-	27,871	43,138	44,001	44,881	45,779	46,694	47,628	299,791
50 ft. wide linear track (developer)	-	40,650	41,463	14,621	-	-	-	-	-	-	96,734
Capital Outlay											
Constr. of trail, 63,360 sq. ft. @ $3.50 = $221,760	-	221,760	-	-	-	-	-	-	-	-	221,760
Reimbursment from developer	-	(297,610)	(61,911)	(14,621)	-	-	-	-	-	-	(374,142)
Reimburse developer for expenses					60,886	127,419	189,837				374,142
Total	-	-	15,458	64,281	141,148	208,488	278,748	85,366	87,893	88,835	991,413
Cash Reserves	-	-	0	(0)	(0)	0	9,452	19,353	29,453	39,754	39,754

*Property Value growth rate = 2% annually

**Expense growth rate = 2% annually

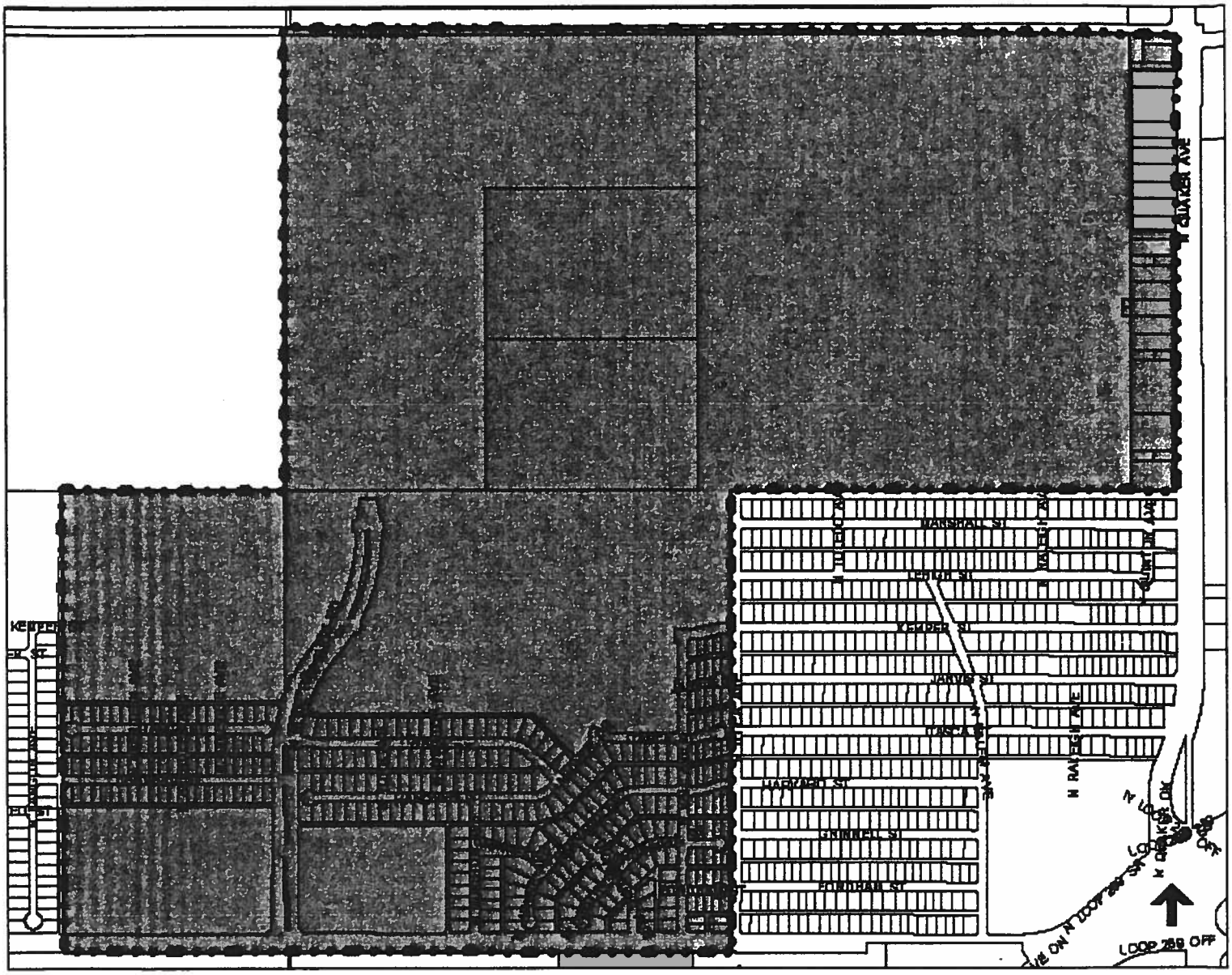
ASSESSMENT INFORMATION		
2004-2010		
Assessment per $100,000	$	140.00
2011-2013		
Assessment per $100,000	$	40.00

Exhibit "B"

Resolution No. 2004-R0543
October 28, 2004
Item No. 52

An area within the City of Lubbock, generally covering the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford and containing approximately 543 acres, as shown in Exhibit C.

Exhibit "C"



Proposed North Pointe Public Improvement District
October 2004 (Revised Boundary)

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk
Lubbock County TEXAS
August 11, 2011 02:06:52 PM
FEE: $56.00

2011027240

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

Meeting Date: 08/28/2014

Information

Agenda Item

Public Hearing at 5:30 p.m. - Finance: Hold a public hearing to consider an Ordinance to levy the 2014 assessment for the Quincy Park Public Improvement District, the boundary of which includes the area bounded by portions of 88th and 98th Street on the north, Upland Avenue on the west, 98th Street on the south, and Quincy Avenue on the east.

Item Summary

The purpose of this hearing is to allow the opportunity for property owners in the Quincy Park Public Improvement District (PID) to speak in favor of, or in opposition to, the assessment to be levied in the Quincy Park PID for 2014. The City of Lubbock is required to hold a public hearing annually to levy the assessment. A notice of Public Hearing was published in the Avalanche Journal, and notices were mailed to the property owners on Thursday, August 14, 2014, as required by statute.

The proposed assessment rate for 2014 is $0.15 per $100 valuation. This is the same rate as 2013. All property zoned will be assessed for 2014.

Fiscal Impact

None

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Notice - Quincy Park PID Public Hearing

Quincy Park Powerpoint

Notice of Public Hearing for the Review of the Assessment Rate for the Quincy Park Public Improvement District

Please take notice that on August 28, 2014, at 5:30 PM, the City Council of Lubbock, Texas, will conduct a public hearing in the City Council Chamber of Lubbock, 1625 13th St., Lubbock, Texas 79401. The purpose of this hearing is to consider the 2014 assessment rate for property owners in the Quincy Park Public Improvement District ("District") pursuant to Chapter 372 of the Texas Local Government Code (the "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment Roll will be available for viewing in the City Secretary's Office after August 15, 2014.

The following information is hereby provided concerning the matters to be considered at such hearing:

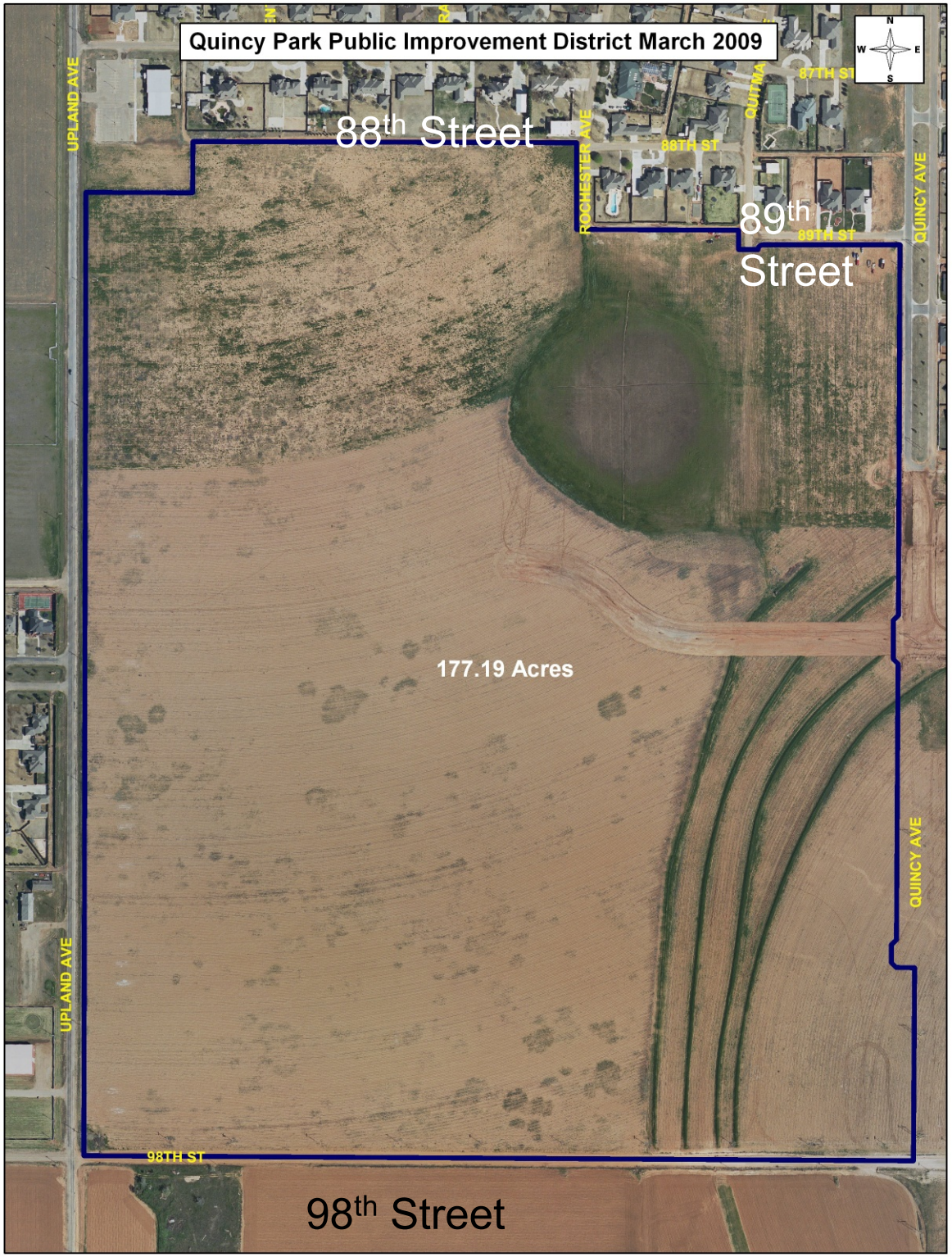
Nature of the Services and Improvements: The general nature of the public improvements is: (i) the design, construction and maintenance of Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscape and irrigation; and (ii) payment of costs associated with developing and financing the public improvements listed in subdivision (i) including costs of establishing, administering and operating the District. The District is to supplement and enhance services within the District, but not replace or supplant existing City services provided within the District.

Estimated Cost of the Services and Improvements: The total estimated cost of services provided by the District is approximately $427,837 over the next five years. The estimated annual cost rises from $63,463 in FY 2014-15 to $118,224 in FY 2018-19. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of $0.15 per $100.00 of valuation through year 2018.

Boundaries. The District is located wholly within the City of Lubbock, Texas. The Quincy Park Public Improvement District (PID) generally covers an area bounded by portions of 88th and 89th Street on the north, Upland Avenue on the west, 98th Street on the south, and Quincy Avenue on the east. A detailed map of the District and a legal description, as well as the Assessment Roll, is available in the Fiscal Policy Department in Room 201 at the Lubbock Municipal Building.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City of Lubbock at 775-2985 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.

Any questions concerning the matters described in this notice should be directed to:
Danielle Whitfill, City of Lubbock Fiscal Policy Department, at 775-2985



Upland Avenue

Quincy Avenue

Quincy Park Assessment

- Quincy Park Assessment Rate
  - 2013 Assessment Rate - $0.15 per $100 valuation
  - Proposed 2014 Assessment Rate - $0.15 per $100 valuation

- Assessment Per $100,000 valuation
  - 2010 – 2018 $ 150

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

Meeting Date: 08/28/2014

Information

Agenda Item

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

Item Summary

Each year, the City of Lubbock is required to review classifications for the methods of assessing; approve, adopt, and file the assessment roll (Exhibit C) with the City Secretary; and levy the assessment for the Quincy Park Public Improvement District (PID). This item is preceded by a Public Hearing, which allows property owners in the District to speak in favor of or in opposition to, the assessment rate pursuant to Chapter 372 of the Texas Local Government Code. The proposed assessment rate for 2014 is $0.15 per $100 valuation. This is the same rate as 2013. All property will be assessed for 2014.

The Council is required to review the Service Plan annually and adopt an ordinance setting the assessment rate for the PID. The revised Service Plan is included in the backup.

Exhibit C is available for viewing in the City Secretary's office.

Fiscal Impact

The assessments are deposited into a separate Quincy Park Public Improvement District Fund. The funds raised by the assessment will be used to provide design, construction, and maintenance of Parks and greens together with any ancillary structures, features or amenities, and any other maintenance needed on projects in the District, as well as cover a portion of the costs of administering the PID. . The estimated total assessment that will be collected for 2014, based on estimated values, is $71,365.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Assessment Ordinance - Quincy Park

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE QUINCY PARK PUBLIC IMPROVEMENT DISTRICT ("DISTRICT"); APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; LEVYING 2014 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND/OR IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2014-15; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, On May 28, 2009 the City Council passed Resolution No.2009-R0219 which made certain findings concerning the advisability of creating the Quincy Park Public Improvement District, authorized and created the District as a public improvement district under Chapter 372 of the Texas Local Government Code (map attached as Exhibit A), and designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and

WHEREAS, On June 11, 2009, the City Council passed Resolution No. 2009-R0223, approving the Service and Assessment Plan, which will be reviewed and revised each year when necessary. Exhibit B, attached hereto, contains a revised 2014 Service and Assessment Plan for the Quincy Park Public Improvement District; and

WHEREAS, Chapter 372 of the Texas Local Government Code requires that the City Council review the Service Plan; prepare a proposed assessment roll and file it with the City Secretary; and schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 28, 2014, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2014 assessments within the Quincy Park Public Improvement District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired by the calling and holding of such public hearing to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2014 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for the services and improvements of the property in the District, and approve, adopt and file with the City Secretary the proposed assessment roll (Exhibit C); and

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.15 per $100.00 of net taxable value through year 2018, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS:

SECTION 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: That the City Council after review of the Service Plan approves the method of assessing special benefits of services and improvements and the Service Plan, which is set forth in the Assessment Plan attached and incorporated herein as Exhibit B. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Service Plan, each property owner in the District identified for assessments in 2014 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

SECTION 3: The City Council hereby approves, adopts and files with the City Secretary the assessment roll attached hereto and made a part of and marked as Exhibit C (the "Assessment Roll"). The Assessment Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Service plan and this Ordinance. The City Secretary shall file the Assessment Roll in the official City records. The Assessment Roll shall be subject to public inspection.

SECTION 4: That the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 28, 2014 at 5:30 p.m. in the City Council Chamber, 1625 13th Street, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3)

of the District; and (5) that written or oral objections will be considered at the hearing.

SECTION 5: That the City Council finds that Lubbock City staff mailed to the owners of property liable for assessment, notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

SECTION 6: That the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied, and further finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District, and further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State and in the proceedings of the City heretofore had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

SECTION 7: That there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2014 city net taxable value in the manner described in the assessment attached hereto in Exhibits B and C and made part hereof shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

SECTION 8: That the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate per annum established in Section 9 together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims except liens and claims for ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien shall attach on January 1 of each year to the property to secure the payment of all assessments, penalties, and interest ultimately imposed for the year on the property, whether or not the assessments are imposed in the year the lien attaches and shall be effective until the assessment is paid. The lien is perfected on attachment and perfection requires no further action by the governing body.

SECTION 9: That the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31,

2015 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

SECTION 10: That all assessments levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

SECTION 11: That the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

SECTION 12: That the City may contract with the Lubbock Central Appraisal District and/or any competent attorney to collect the assessments and to represent the Quincy Park Public Improvement District to enforce the collection of delinquent assessments. The attorney's compensation shall be set in the contract, but the total amount of compensation provided may not exceed 20 percent of the amount of delinquent assessment, penalty, and interest collected, as required in Section 6.03 of the Texas Property Tax Code.

AND IT IS SO ORDERED.

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock,
Executive Director of Budget

APPROVED AS TO FORM:

_____
Linda L. Chamales,
Economic Development Attorney

Lc:city att/Linda/Ordinances/Quincy Park PID Ordinance 2014 Assessment
August 12, 2014

City of Lubbock, TX
Finance Department
Quincy Public Improvement District Map
Exhibit A

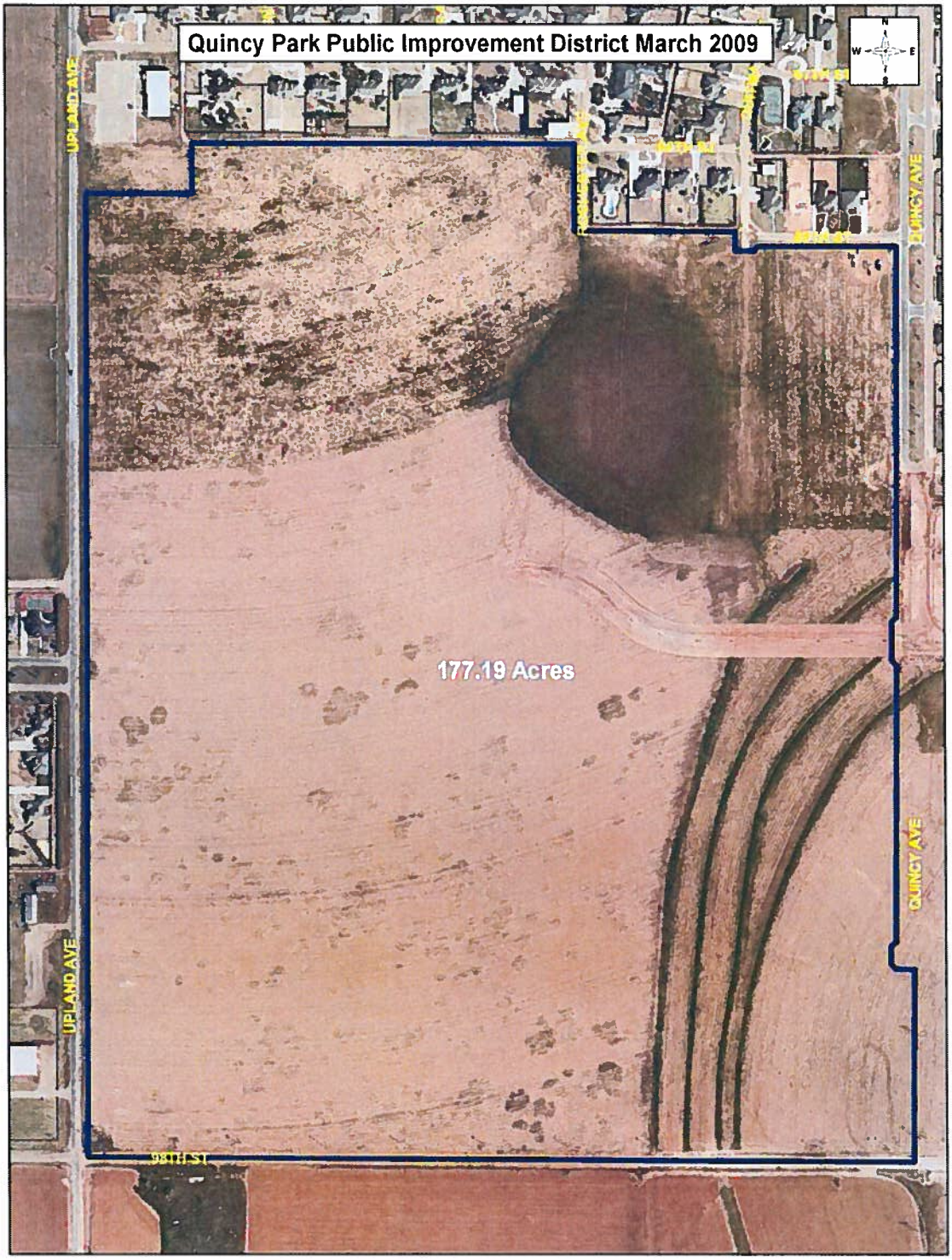


Exhibit A

City of Lubbock, TX
Finance Department
Quincy Park PID Assessment Plan
Exhibit B

* Properties will be assessed based on the City's 2014 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.

* Assessment will be $0.15/$100.00 valuation

* All property will be assessed based on the final 2014 "net taxable value".

City of Lubbock, TX
Finance Department
Quincy Park PID Assessment Plan
Exhibit B

	Actual		Budget			Proposed			
Calendar Year^	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**Totals**
Property Values*	20,346,803	26,996,464	34,445,778	47,672,184	58,750,628	70,050,640	83,601,653	97,423,686	$ 97,423,686
Discounted Property Values	20,346,803	26,996,464	33,412,405	47,576,840	52,875,565	63,045,576	75,241,488	87,681,317	87,681,317
Fiscal Year Revenues	**2011-12**	**2012-13**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**Totals**
Interest Earnings	45	34	91	144	164	203	277	267	1,226
Assessment @ $0.15	31,371	40,710	50,119	71,365	79,313	94,568	112,862	131,522	627,032
Total	**31,416**	**40,745**	**50,210**	**71,509**	**79,478**	**94,771**	**113,139**	**131,789**	**628,258**
Expenses									
93rd Street - Boulevard & Entrances									
Maintenance of Boulevard and Entrances	-	-	10,000	10,000	10,200	10,404	10,612	10,824	62,040
Park @ 91st & Quitman (8.84 Acres)									
Park maintenance of 8.84 acres	-	-	40,000	40,000	40,800	41,616	42,448	43,297	248,162
Electric Cost for Lights	-	-	3,084	3,000	3,060	3,121	3,184	3,247	18,696
Administrative Costs	3,321	4,565	5,100	7,011	6,378	6,570	6,767	6,970	46,681
Annual Operation Cost									
Public Hearing and Collection Cost	3,285	3,253	3,803	3,452	3,556	3,663	3,773	3,886	32,151
Reimburse developer for expenses	-	-	-	-	-	-	50,000	50,000	100,000
Total	**6,605**	**7,818**	**61,987**	**63,463**	**63,994**	**65,373**	**116,783**	**118,224**	**$ 507,730**
Cash Reserve	**36,531**	**69,458**	**57,681**	**65,727**	**81,210**	**110,608**	**106,964**	**120,529**	**120,529**

*Property Value growth rate = 2% annually

^ Year that the construction value goes on the tax roll

Assessment Information

2010-2018
Assessment per $100,000 **150.00**

Regular City Council Meeting **6. 7.**

Meeting Date: 08/28/2014

Information

Agenda Item

Public Hearing at 5:30 p.m. - Finance: Hold a public hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 6.01% (percentage by which the proposed tax rate exceeds the effective tax rate calculated under Chapter 26, Tax Code) for a proposed tax rate of 0.52740 per $100 valuation.

Item Summary

On August 14, 2014, the City Council approved a resolution for a proposed tax rate of $0.52740 cents per $100 valuation. The City will hold the second public hearing on September 4, 2014 at 1:30 p.m. in the Council Chambers. A property tax rate of $0.52740 per $100 valuation is proposed. The tax rate is distributed as follows:

Type	Rate
General Fund Maintenance and Operations	0.39000
Interest and Sinking Fund	0.11425
Economic Development	0.02315

Fiscal Impact

The tax rate is scheduled to be adopted at the September 11, 2014, City Council Meeting. The fiscal impact of that decision is unknown until the tax rate is chosen and adopted.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Tax Rate Public Hearing Notice

Announcement Suggested Language

NOTICE OF 2014 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF LUBBOCK

A tax rate of $0.52740 per $100 valuation has been proposed for adoption by the governing body of City of Lubbock. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

PROPOSED TAX RATE	$0.52740 per $100
PRECEDING YEAR'S TAX RATE	$0.50441 per $100
EFFECTIVE TAX RATE	$0.49750 per $100
ROLLBACK TAX RATE	$0.53768 per $100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Lubbock from the same properties in both the 2013 tax year and the 2014 tax year.

The rollback tax rate is the highest tax rate that City of Lubbock may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

property tax amount= (rate) x (taxable value of your property)/100

For assistance or detailed information about tax calculations, please contact:

Tim Radloff - Chief Appraiser/Tax Assessor
Collector
City of Lubbock
2109 Avenue Q, Lubbock, Texas
(806)776-2208
etrinfo@lubbockcad.org
www.lubbockcad.org

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 28, 2014 at 5:30 pm at City Hall, 1625 13th Street, Lubbock, TX 79401.

Second Hearing: September 4, 2014 at 1:30 pm at City Hall, 1625 13th Street, Lubbock, TX 79401.

City of Lubbock, TX
Finance Department
Tax Rate Public Hearing
Suggested Language Announcing the Date of Vote on Tax Rate

To comply with the State's Truth-in-Taxation legislation, the City Council must announce the date, time, and place of meeting at which it will vote on the tax rate. Following is suggested language:

The City Council will vote on the tax rate at the September 11, 2014, City Council Meeting that will be held in the City Council Chambers beginning at 5:15 p.m.

Regular City Council Meeting **6. 8.**

Meeting Date: 08/28/2014

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 1054-E, a request of The Home Depot to amend the conditions of Ordinance 2005-00033 to allow for an outside display of products on Lot 3B, Caprock Addition, 2615 50th Street, and consider an ordinance.

Item Summary

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

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

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

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

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

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

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

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

on the thoroughfare system.

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

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 1054-E

Zone Case 1054-E

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NUMBER 2005-O0033 TO AMEND A CONDITION TO ALLOW FOR OUTSIDE DISPLAY OF PRODUCTS ON LOT 3B, CAPROCK ADDITION, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

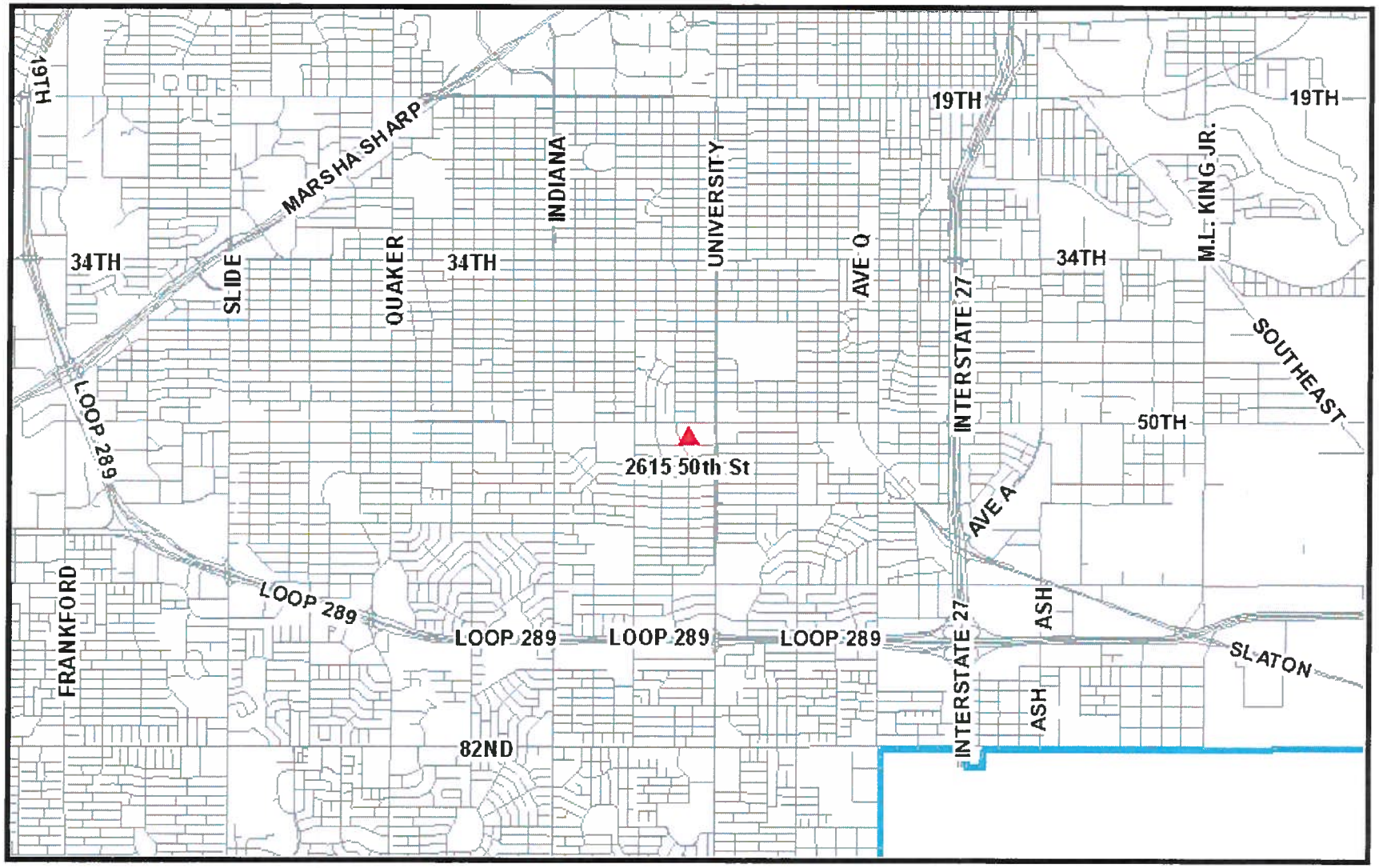
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

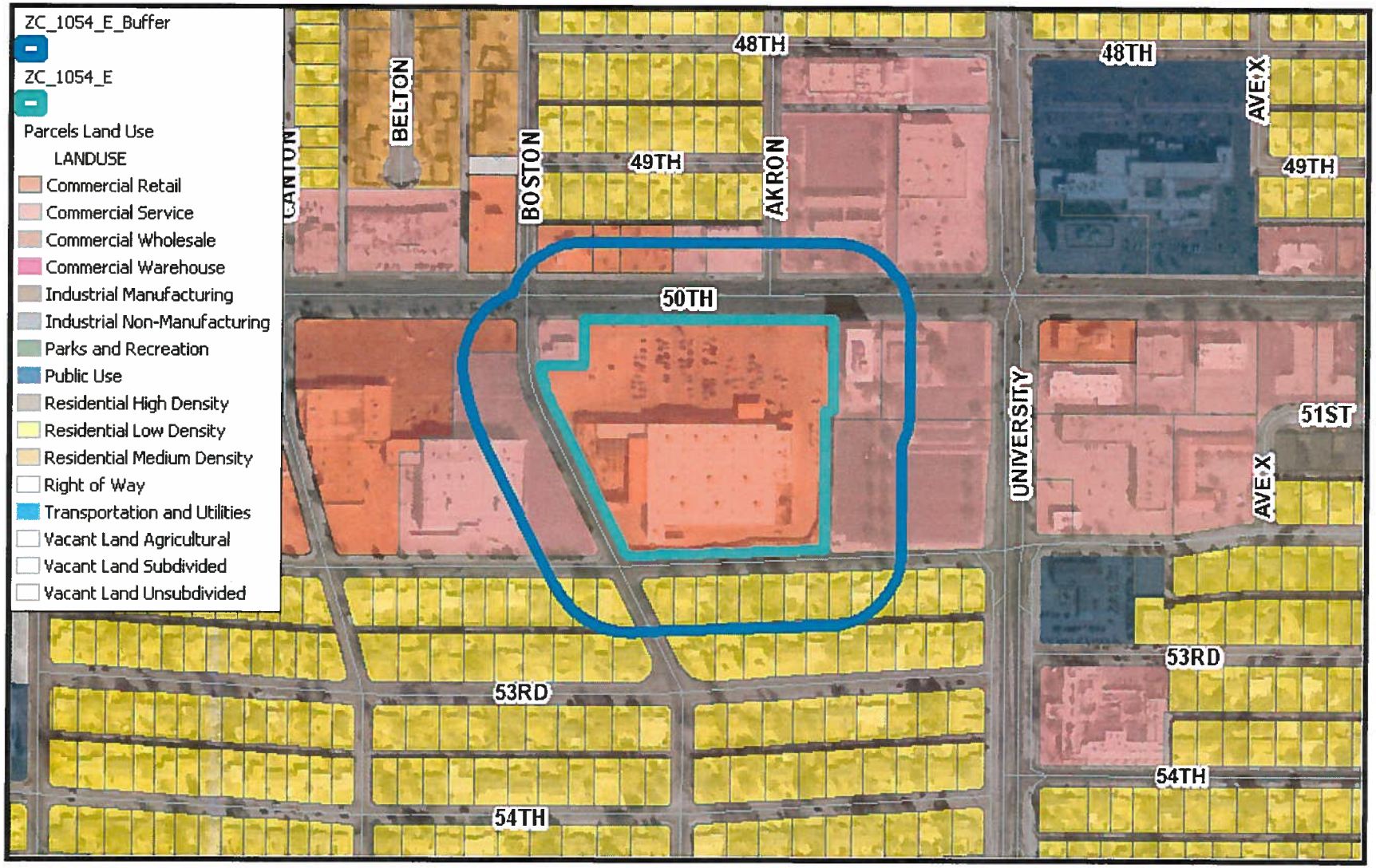
APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

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

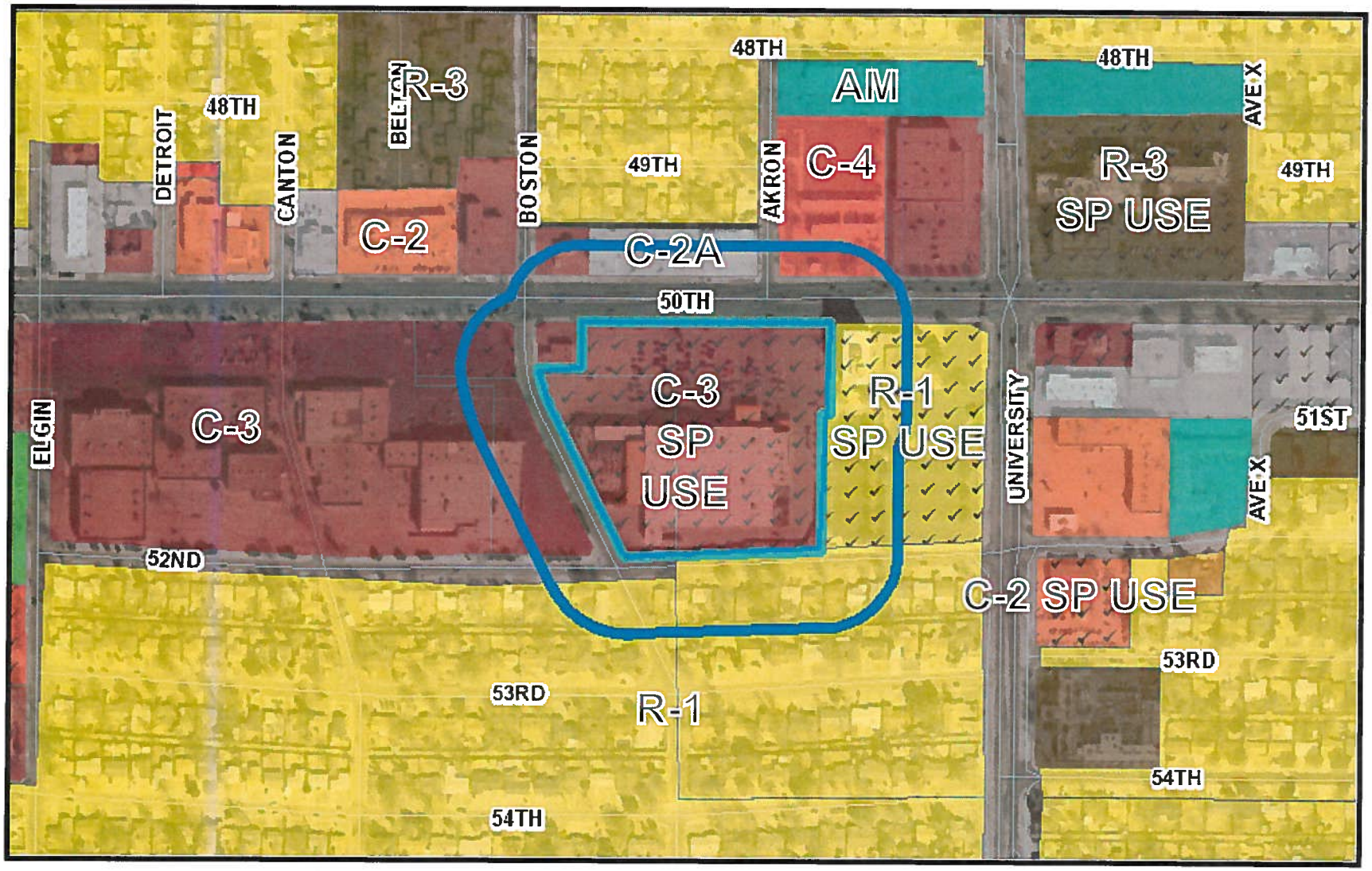


P.Z.C. Case 1054-E



P.Z.C. Case 1054-E

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



P.Z.C. Case 1054-E Zoning

Jimmy-d-gilliam@homedepot co

APPLICATION FOR ZONE CHANGE

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

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

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

Location or Address: 2615 50th St

Legal Description:*

Existing Land Use: **Existing Zoning:**

Acreage or Square Footage of Property:

Zoning Requested: C-3 specific use

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

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

Applicant's Signature 5/22/14 **Date**

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

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

CH: 0003062802
REC: 18091

For City Use Only

PIN: 10522 map 6

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

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

on Lot(s): 3 B **Block(s):** —

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

SR

My Map

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

0 160 320 Feet

Printed Date: 8/7/2014

N

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

(12)

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

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

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

In Favor of ✓

Opposed ____

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

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

20 of 26

RECEIVED
JUL 03 REC'D
PLANNING DEPARTMENT

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

2

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

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

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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.: 1054-E**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
JUL 07 REC'D
PLANNING DEPARTMENT

Print Name Isaiah Garner

Signature: [signature]

Address: 2618 50th Lubbock TX 79412

Address of Property Owned: 2103 34th Lubbock TX 79411

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

LUBBOCK TX 79411

2

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

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

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

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

In Favor of X

Opposed ____

Reasons and/or Comments:

RECEIVED
AUG 05 REC'D
PLANNING DEPARTMENT

Print Name Ike Garner For IGI Commercial Properties

Signature:

Address: 2103 34th Lubbock TX 79411

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

21 of 26

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

LUBBOCK TX 79411

Regular City Council Meeting **6. 9.**

Meeting Date: 08/28/2014

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 1913-D, a request of Zac Garth, for Gene McGuire, for a zoning change from GO to C-2A on Tracts A and B, McGuire Realty Plaza Addition, 2401 West Loop 289, and consider an ordinance.

Item Summary

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

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

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

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

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

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

Recommendations:
On August 7, 2014, the P&Z Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 1913-D

Zone Case 1913-D

ORDINANCE NO._____

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

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

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

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

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

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

ZONE CASE NO. 1913-D

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

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

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

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

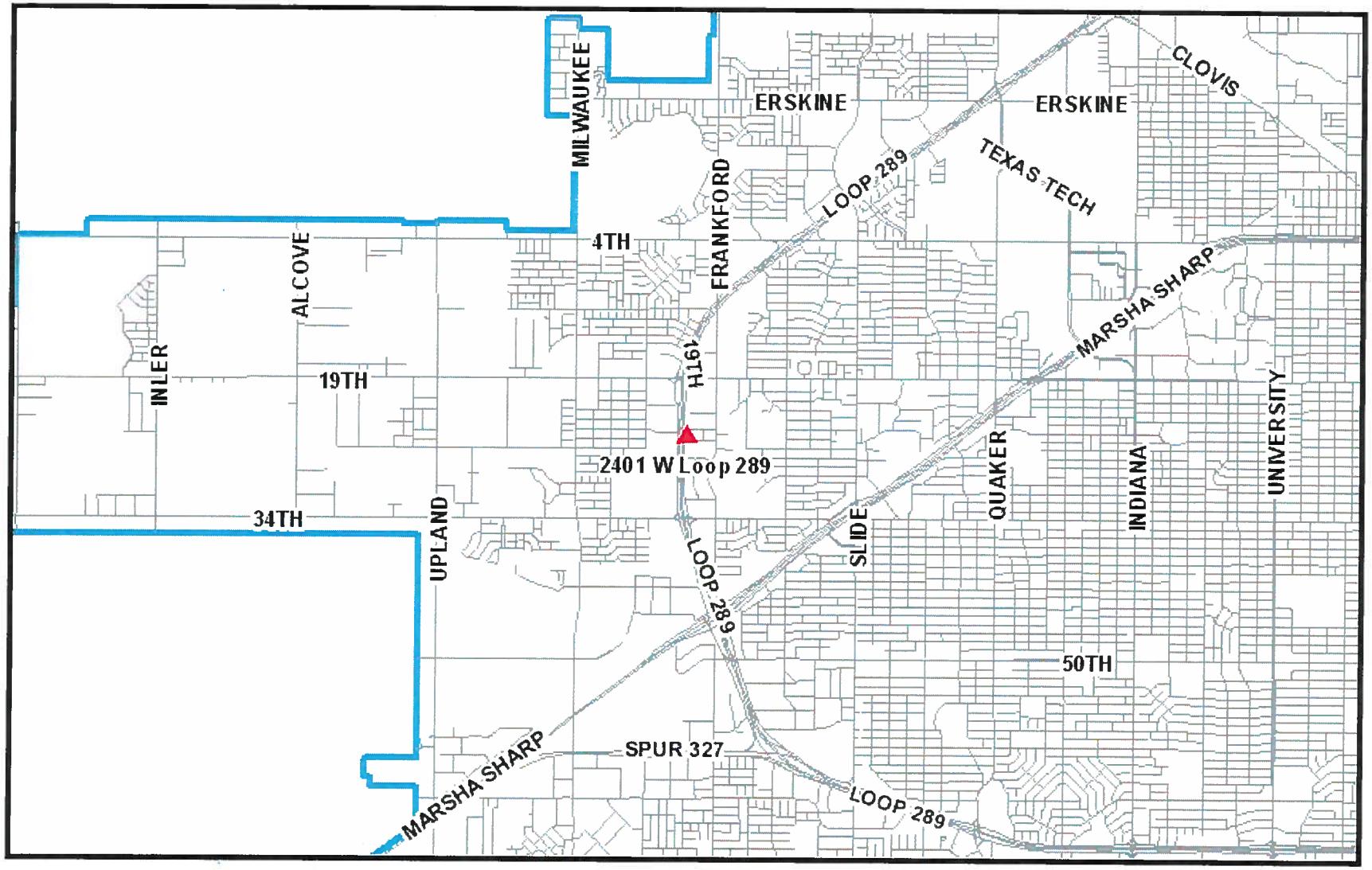
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

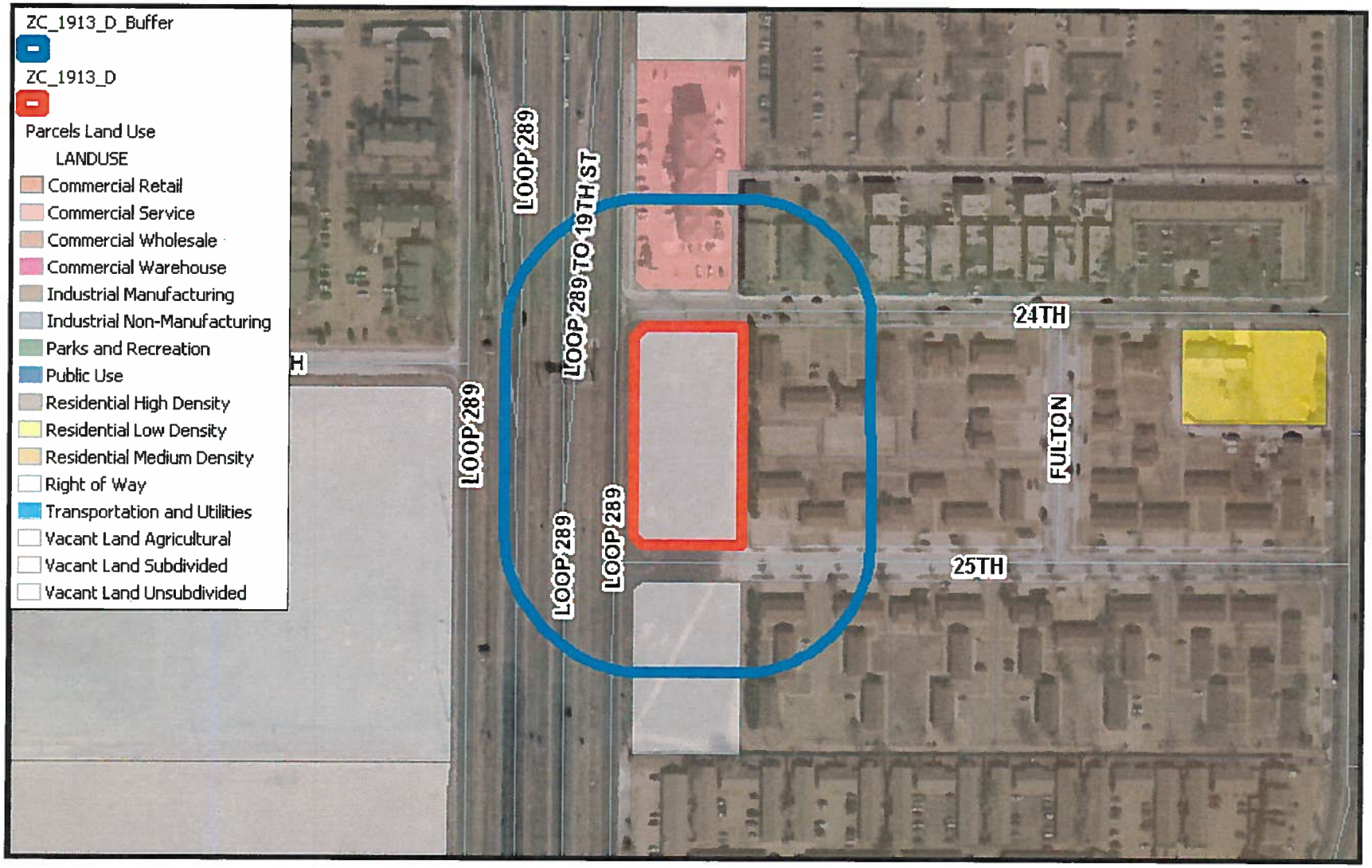
APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

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



P.Z.C. Case 1913-D



P.Z.C. Case 1913-D

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

P.Z.C. Case 1913-D Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

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

12402 SLIDE RD. STE. 203 — Street/Post Office Box
LUBBOCK TX 79424 — City State Zip
(806) 252-2252 — Telephone

5102 60th STREET STE G. — Street/Post Office Box
LUBBOCK ~~TEXAS~~ TEXAS 79414 — City State Zip
(806) 771-3900 — Telephone

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

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

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

Acreage or Square Footage of Property: 1.3 ACRES

Zoning Requested: C2-A

Proposed Development: REAL ESTATE OFFICE BLDG.

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

ZAC GARTH
Applicant's Signature

05/29/2014
Date

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

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

For City Use Only

PIN: 1102 Map 23

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

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

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

Subdivision: Mc Guire Realty Plaza **Address:** 2401 W Loop 289

SR

Regular City Council Meeting **6. 10.**

Meeting Date: 08/28/2014

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 1811-F, a request of Wooden Law Firm, P.C., for Verizon Wireless, for a zoning change from C-2 to C-2 Specific Use for a telecommunications tower on the west 40 feet of Lot 16, Iris Gardens Addition, 3311 83rd Street, and consider an ordinance.

Item Summary

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

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

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

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

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

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

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 1811-F

Zone Case 1811-F

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 1811-F;** A ZONING CHANGE FROM **C-2** TO **C-2 SPECIFIC USE** FOR **A TELECOMMUNICATIONS TOWER**, ON **THE WEST 40 FEET OF LOT 16, IRIS GARDENS ADDITION,** LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

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

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

ZONE CASE NO. 1811-F

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

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

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

SUBJECT TO THE FOLLOWING CONDITIONS:

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

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

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **C-2** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **3311 83rd Street**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

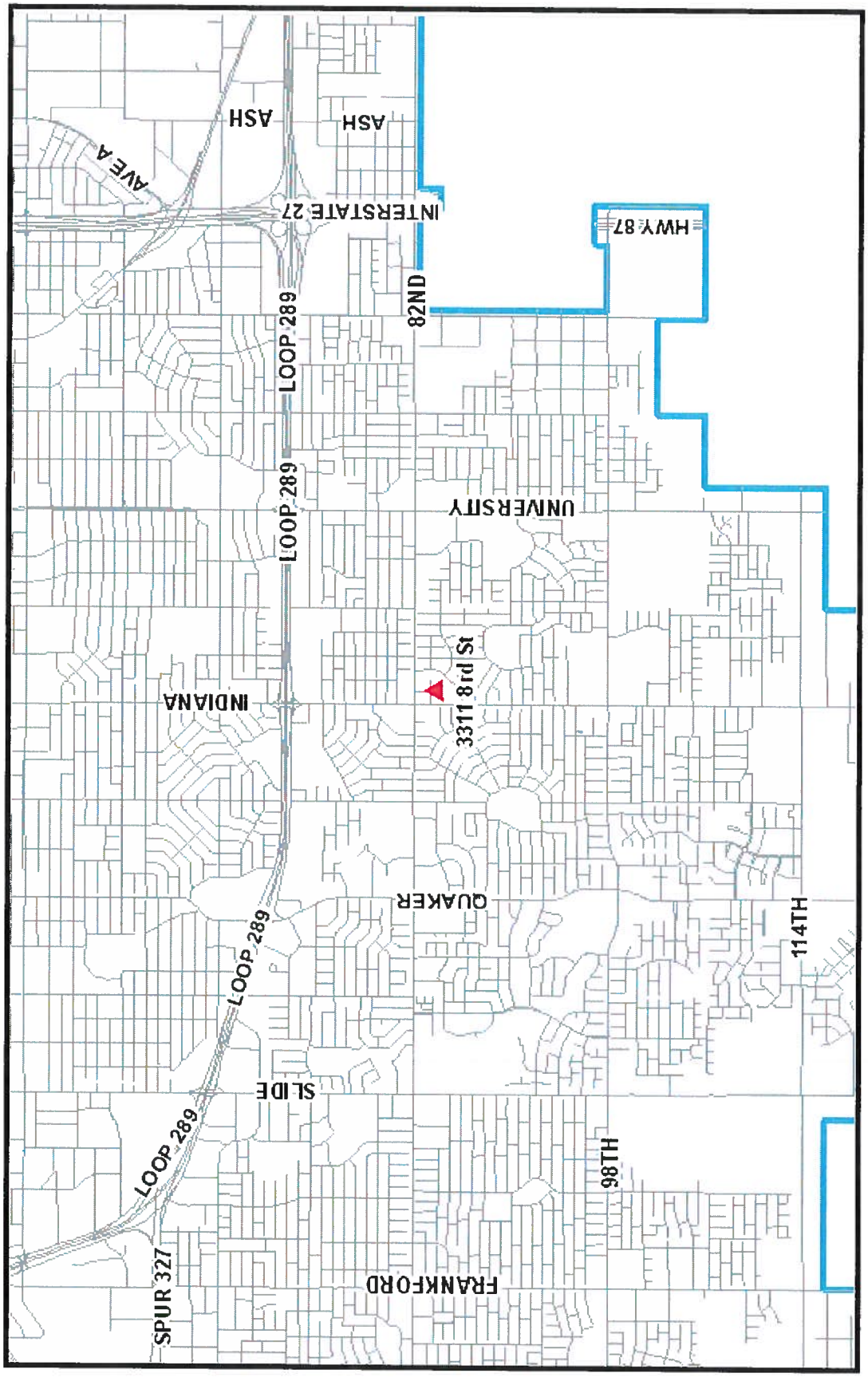
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

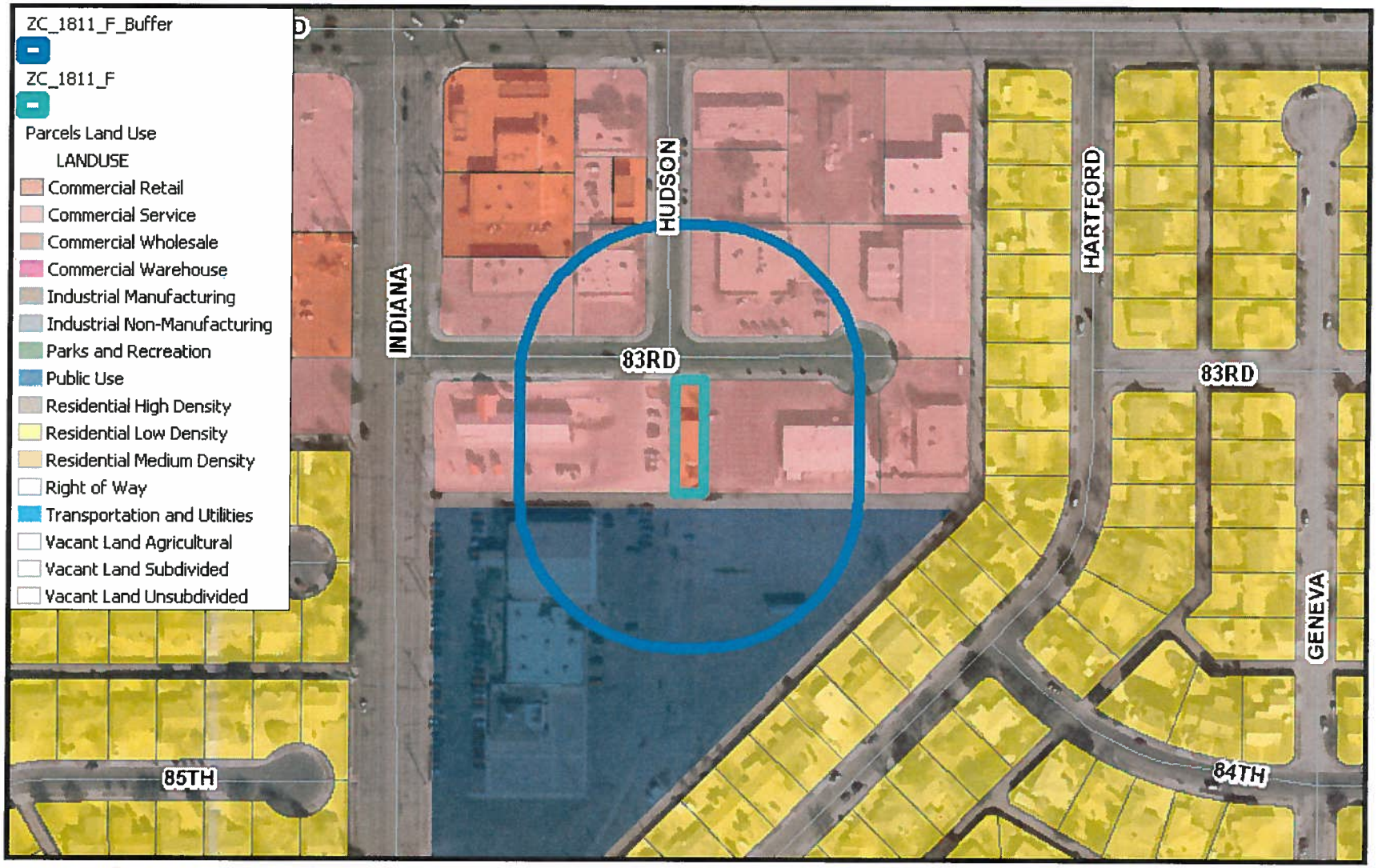
APPROVED AS TO FORM:

Chad Weaver, City Attorney

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

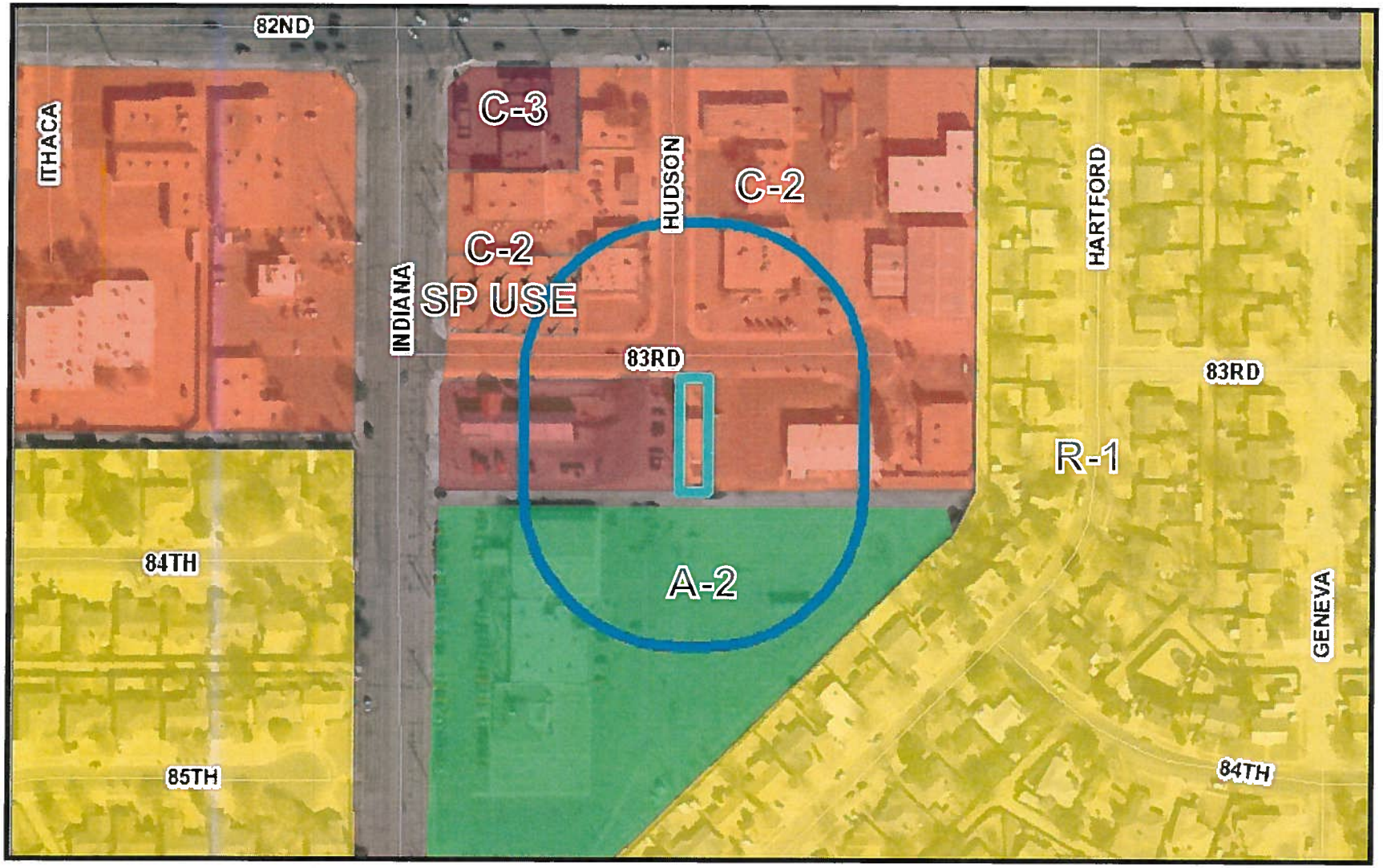


P.Z.C. Case 1811-F



P.Z.C. Case 1811-F

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



P.Z.C. Case 1811-F Zoning

APPLICATION FOR ZONE CHANGE

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

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

730 Cherry Street, Suite B
Street/Post Office Box

Chattanooga TN 37402
City State Zip

(423) 756-9972
Telephone

For Verizon Wireless

5804 Tri-County Parkway
Street/Post Office Box

Schertz TX 78154
City State Zip

(210) 834-1664
Telephone

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

Legal Description:* IRIS GARDENS W40'OF L 16

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

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

Zoning Requested: C2: Commercial Specific Use

Proposed Development: Wireless Communications Facilty

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

By: Tracy C. Wooden
Applicant's Signature

6/3/14
Date

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

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

For City Use Only

PIN: 25922 Map 19

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

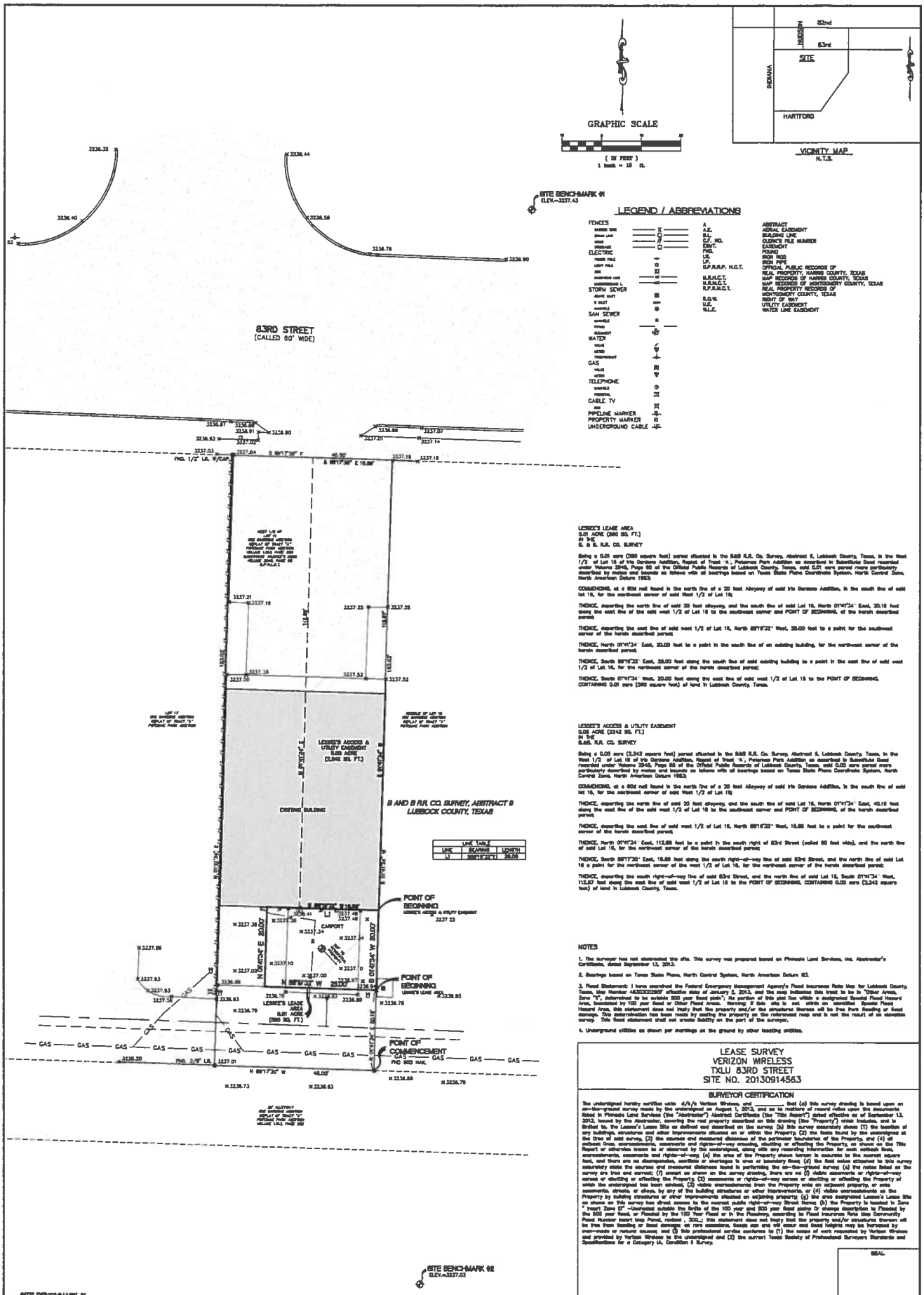
Request for zoning change from: C-2 **To:** C-2 SP. USE

For a Telecommunications Tower

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

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

SR



LESSEE'S LEASE AREA
0.01 ACRE (360 SQ. FT.)
IN THE
B. & B. R.R. CO. SURVEY

Being a 0.01 acre (360 square feet) parcel situated in the B&B R.R. Co. Survey, Abstract 9, Lubbock County, Texas, in the West 1/2 of Lot 18 of Iris Gardens Addition, Replat of Tract "A", Peterson Park Addition as described in Subdivision Deed recorded under Volume 2945, Page 60 of the Official Public Records of Lubbock County, Texas, said 0.01 acre parcel more particularly described by metes and bounds as follow with all bearings based on Texas State Plane Coordinate System, North Central Zone, North American Datum 1983;

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

THENCE, departing the north line of said 20 foot alleyway, and the south line of said Lot 18, North 01°41'34" East, 20.18 feet along the east line of the said west 1/2 of Lot 18 to the southeast corner and POINT OF BEGINNING, of the herein described parcel;

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

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

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

THENCE, South 01°41'34" West, 30.00 feet along the east line of said west 1/2 of Lot 18 to the POINT OF BEGINNING, CONTAINING 0.01 acre (360 square feet) of land in Lubbock County, Texas.

LESSEE'S ACCESS & UTILITY EASEMENT
0.05 ACRE (2342 SQ. FT.)
IN THE
B.&B. R.R. CO. SURVEY

Being a 0.05 acre (2,342 square feet) parcel situated in the B&B R.R. Co. Survey, Abstract 9, Lubbock County, Texas, in the West 1/2 of Lot 18 of Iris Gardens Addition, Replat of Tract "A", Peterson Park Addition as described in Subdivision Deed recorded under Volume 2945, Page 60 of the Official Public Records of Lubbock County, Texas, said 0.05 acre parcel more particularly described by metes and bounds as follow with all bearings based on Texas State Plane Coordinate System, North Central Zone, North American Datum 1983;

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

THENCE, departing the north line of said 20 foot alleyway, and the south line of said Lot 18, North 01°41'34" East, 45.18 feet along the east line of the said west 1/2 of Lot 18 to the southeast corner and POINT OF BEGINNING, of the herein described parcel;

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

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

THENCE, South 89°17'30" East, 18.88 feet along the north right-of-way line of said 83rd Street, and the north line of said Lot 18 a point for the northeast corner of the west 1/2 of Lot 18, for the northeast corner of the herein described parcel;

THENCE, departing the south right-of-way line of said 83rd Street, and the north line of said Lot 18, South 01°41'34" West, 112.87 feet along the east line of said west 1/2 of Lot 18 to the POINT OF BEGINNING, CONTAINING 0.05 acre (2,342 square feet) of land in Lubbock County, Texas.

NOTES

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

2. Bearings based on Texas State Plane, North Central System, North American Datum 83.

3. Flood Statement: I have examined the Federal Emergency Management Agency's Flood Insurance Rate Map for Lubbock County, Texas, Map Number 48303C0225F effective date of January 2, 2013, and the map indicates this tract to be in "Other Areas, Zone "X", determined to be outside 500 year flood plain"; No portion of this plat lies within a designated Special Flood Hazard Area, Inundated by 100 year flood or Other Flood Areas. Warning: If this site is not within an identified Special Flood Hazard Area, this statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. This determination has been made by scaling the property on the referenced map and is not the result of an elevation survey. This flood statement shall not create liability on the part of the surveyor.

4. Underground utilities as shown per markings on the ground by other locating entities.

LEASE SURVEY
VERIZON WIRELESS
TXLU 83RD STREET
SITE NO. 20130914563

SURVEYOR CERTIFICATION

The undersigned hereby certifies unto d/b/a Verizon Wireless, and _____ that (a) this survey drawing is based upon an on-the-ground survey made by the undersigned on August 1, 2013, and as to matters of record relies upon the documents listed in Pinnacle Land Services (the "Abstractor") Abstract Certificate (the "Title Report") dated effective as of September 13, 2013, issued by the Abstractor, covering the real property described on this drawing (the "Property") which instrument, and is limited to, the easement Lessee Site as defined and described on the survey; (b) this survey accurately shows (1) the location of any buildings, structures and other improvements situated on or within the Property, (2) the facts found by the undersigned at the time of said survey, (3) the courses and measured distances of the perimeter boundaries of the Property, and (4) all setback lines, easements, encroachments, reservations and rights-of-way encumbering, affecting or affecting the Property, as shown on the Title Report or otherwise known to or observed by the undersigned, along with any recording information for said setback lines, encroachments, easements and rights-of-way; (c) the area of the Property shown hereon is accurate to the nearest square foot, and there are no discrepancies, conflicts or shortages in area or boundary lines; (d) the field notes attached to this survey accurately state the courses and measured distances found in performing the on-the-ground survey; (e) the notes listed on the survey are true and correct; (f) except as shown on the survey drawing, there are no (1) visible easements or rights-of-way across or affecting or affecting the Property, (2) easements or rights-of-way across or affecting or affecting the Property or within the undersigned has been advised, (3) visible encroachments from the Property onto an adjacent property, or onto easements, streets, or alleys, by any of the building structures or other improvements, or (4) visible encroachments on the Property by building structures or other improvements situated on adjoining property; (g) the area designated Lessee's Lease Site as shown on the survey has direct access to the nearest public right-of-way Street forming (h) the Property is located in Zone " " Insert Zone D" -Unshaded outside the limits of the 100 year and 500 year flood plains Or change description to Flooded by the 500 year flood, or Flooded by the 100 Year Flood or in the Floodway, according to Flood Insurance Rate Map Community Flood Number Insert Map Panel, revised , 20XX,; this statement does not imply that the property and/or structures thereon will be free from flooding or flood damage as rare occasions, floods can and will occur and flood heights may be increased by man-made or natural causes; and (i) this professional service conforms to (1) the scope of work requested by Verizon Wireless and provided by Verizon Wireless to the undersigned and (2) the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

SEAL

Surveyed August 1, 2013
David J. Strauss
Registered Professional Land Surveyor No. 4833

LESSEE: VERIZON WIRELESS	FIELD BOOK: 24/215
	FIELD WORK: MH
	DATE: 8/1/13
	DRAFTING: RW
LESSOR: ROBERT & MARTHA YOUNK	DATE: 8/28/13
	CHECKED: RS
	DATE: 8/29/13
	WORK ORD.:
ARCHIVED: 3301 83RD STREET LUBBOCK, TX. 79423	TOWN & COUNTRY SURVEYORS, LLC
	TOTAL CO.: PINNACLE LAND SERVICES
	S.F. NO.:
	SCALE: 1"=30'
	DEV. MAP: N/A
	JOB. NO.: 2013-2000

SHEET 1 OF 1

SITE BENCHMARK #1
SET 60D NAIL EL. 3237.43 (GEOID 09)
ELEVATIONS AS MEASURED WITH TRIMBLE R8, UTILIZING OPUS SOLUTIONS.

SITE BENCHMARK #1
SET 60D NAIL EL. 3237.03 (GEOID 09)
ELEVATIONS AS MEASURED WITH TRIMBLE R8, UTILIZING OPUS SOLUTIONS.

TOWER TYPE		ELEVATIONS FOR STRUCTURE	AGL	AMSL
MONOPOLE	□	DESIGN TOWER HEIGHT	N/A	N/A
SELF SUPPORT	□	ABSOLUTE TIP	N/A	N/A
LATTICE	□	SUPPORT STRUCTURE TIP	N/A	N/A
GUYED	□	ANTENNA RACK	N/A	N/A
MONOPOLE TOWER	□	GROUND ELEVATION	0'	3237'
ROOF TOP	□	FOUNDATION ELEVATION	N/A	N/A

CENTERLINE COORDINATES NAD 83	
LATITUDE	33°31'05.27" N
LONGITUDE	101°53'7.935" W
CENTERLINE COORDINATES NAD 27	
LATITUDE	33°31'04.98" N
LONGITUDE	101°53'08.27" W

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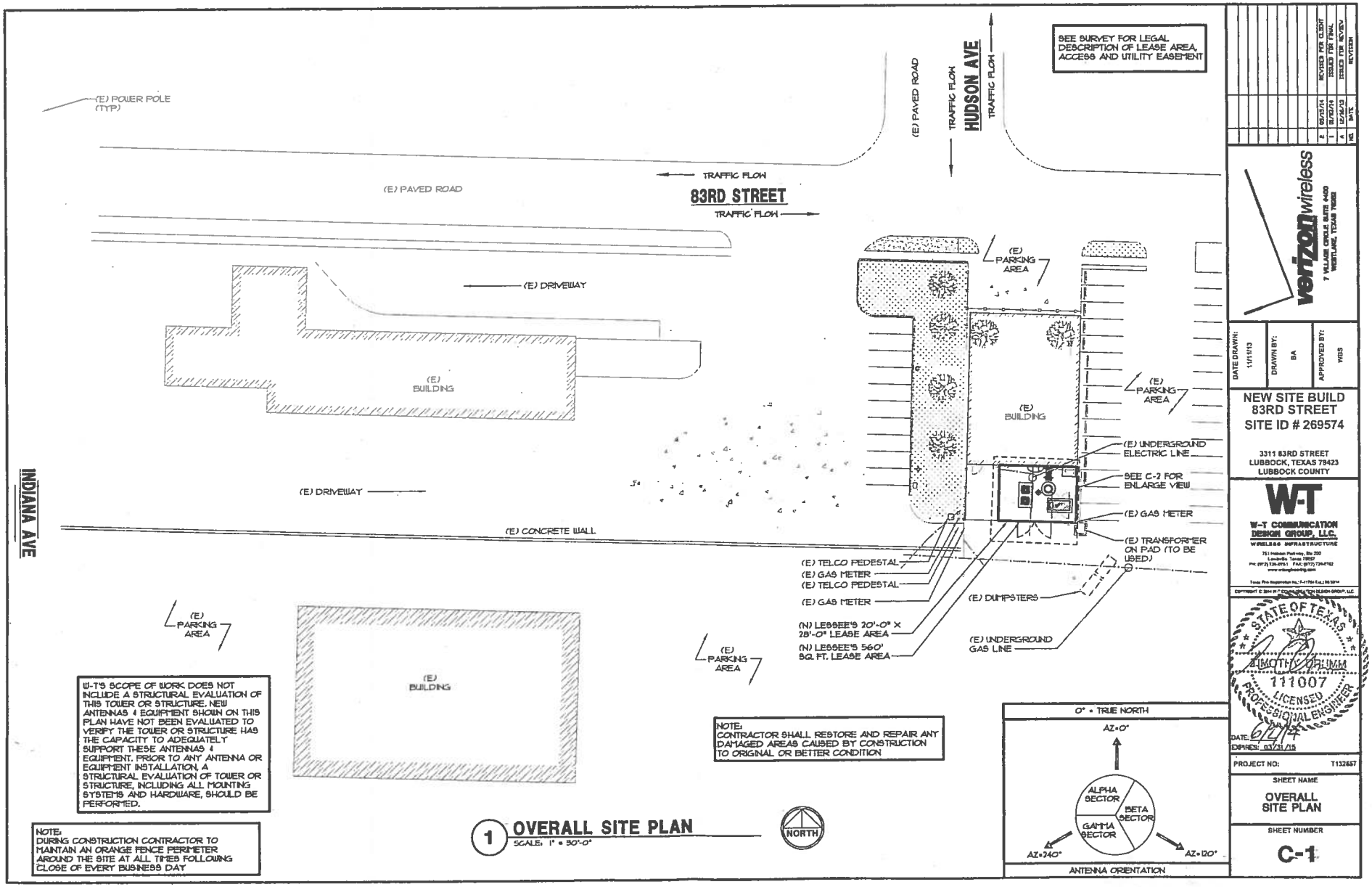
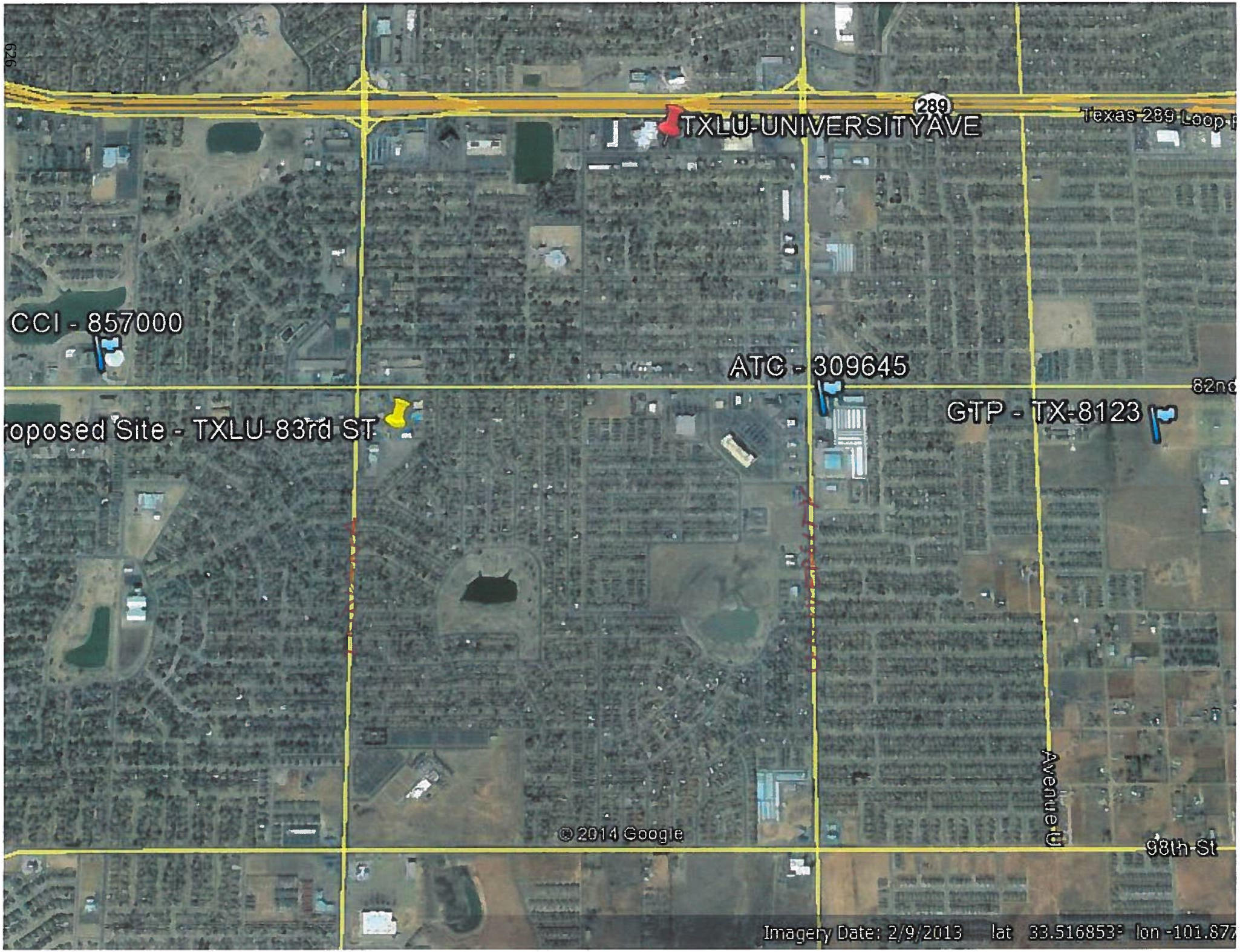
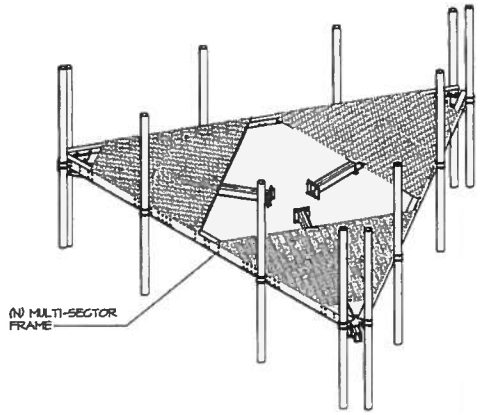
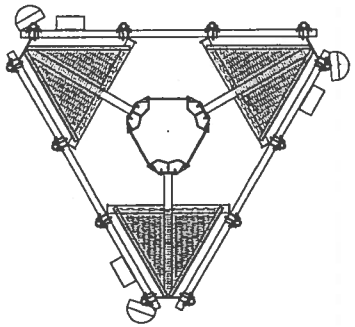

SEE SURVEY FOR LEGAL DESCRIPTION OF LEASE AREA, ACCESS AND UTILITY EASEMENT
(E) POWER POLE (TYP)
(E) PAVED ROAD
TRAFFIC FLOW
HUDSON AVE
TRAFFIC FLOW
TRAFFIC FLOW
(E) PAVED ROAD
TRAFFIC FLOW
83RD STREET
TRAFFIC FLOW
(E) DRIVEWAY
(E) BUILDING
(E) PARKING AREA
(E) BUILDING
(E) PARKING AREA
(E) UNDERGROUND ELECTRIC LINE
SEE C-2 FOR ENLARGE VIEW
(E) GAS METER
(E) TRANSFORMER ON PAD (TO BE USED)
INDIANA AVE
(E) DRIVEWAY
(E) CONCRETE WALL
(E) TELCO PEDESTAL
(E) GAS METER
(E) TELCO PEDESTAL
(E) GAS METER
(N) LEASE'S 20'-0" X 28'-0" LEASE AREA
(N) LEASE'S 560' SQ. FT. LEASE AREA
(E) DUMPSTERS
(E) UNDERGROUND GAS LINE
(E) PARKING AREA
(E) BUILDING
(E) PARKING AREA
W-T'S SCOPE OF WORK DOES NOT INCLUDE A STRUCTURAL EVALUATION OF THIS TOWER OR STRUCTURE. NEW ANTENNAS & EQUIPMENT SHOWN ON THIS PLAN HAVE NOT BEEN EVALUATED TO VERIFY THE TOWER OR STRUCTURE HAS THE CAPACITY TO ADEQUATELY SUPPORT THESE ANTENNAS & EQUIPMENT. PRIOR TO ANY ANTENNA OR EQUIPMENT INSTALLATION, A STRUCTURAL EVALUATION OF TOWER OR STRUCTURE, INCLUDING ALL MOUNTING SYSTEMS AND HARDWARE, SHOULD BE PERFORMED.
NOTE: CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION
NOTE: DURING CONSTRUCTION CONTRACTOR TO MAINTAIN AN ORANGE FENCE PERIMETER AROUND THE SITE AT ALL TIMES FOLLOWING CLOSE OF EVERY BUSINESS DAY
1 OVERALL SITE PLAN
SCALE: 1" = 30'-0"
NORTH
0° = TRUE NORTH
AZ=0°
ALPHA SECTOR
BETA SECTOR
GAMMA SECTOR
AZ=240°
AZ=120°
ANTENNA ORIENTATION
REVISED PER CLIENT 02/25/14
ISSUED FOR FINAL 8/15/14
ISSUED FOR REVIEW 10/24/13
REVISION
verizonwireless
7 VILLAGE CIRCLE, SUITE #400 WESTLAKE, TEXAS 76262
DATE DRAWN: 11/11/13
DRAWN BY: BA
APPROVED BY: WDS
NEW SITE BUILD
83RD STREET
SITE ID # 269574
3311 83RD STREET
LUBBOCK, TEXAS 79423
LUBBOCK COUNTY
W-T
W-T COMMUNICATION DESIGN GROUP, LLC.
WIRELESS INFRASTRUCTURE
COPYRIGHT © 2014 W-T COMMUNICATION DESIGN GROUP, LLC
STATE OF TEXAS
TIMOTHY DRUMM
111007
LICENSED
PROFESSIONAL ENGINEER
DATE: 6/2/14
EXPIRES: 03/31/15
PROJECT NO: T132657
SHEET NAME
OVERALL SITE PLAN
SHEET NUMBER
C-1


626
289
TXLU-UNIVERSITYAVE
Texas 289 Loop
CCI - 857000
ATC - 309645
82nd
roposed Site - TXLU-83rd ST
GTP - TX-8123
Avenue U
98th St
© 2014 Google
Imagery Date: 2/9/2013 lat 33.516853° lon -101.877



3 ANTENNA ARRAY
SCALE: NONE

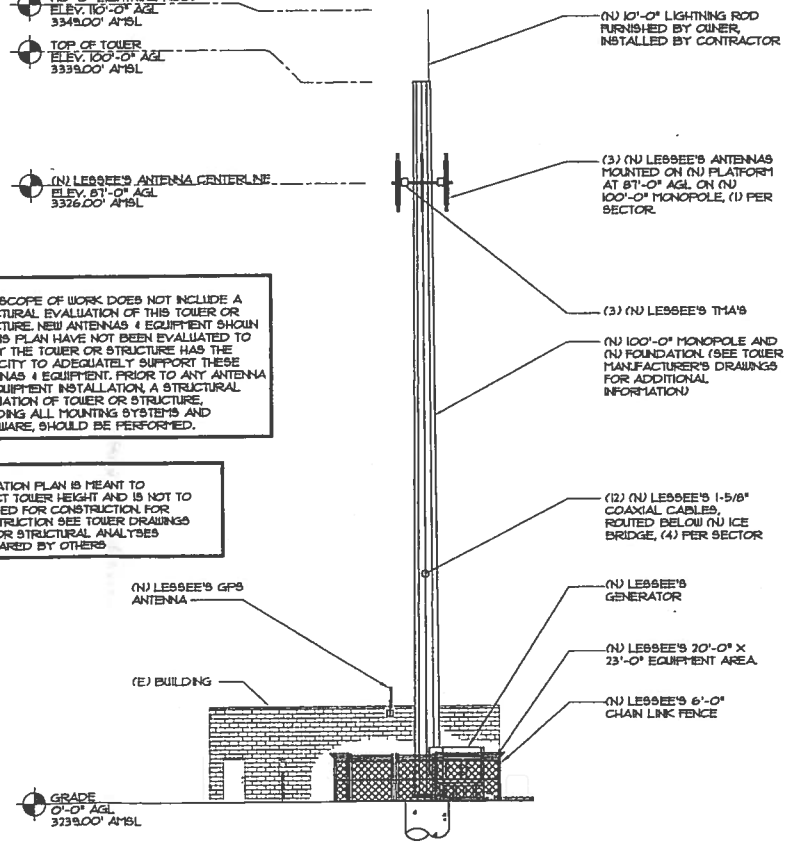


2 NOT USED
SCALE: NONE

CONTRACTOR IS RESPONSIBLE FOR POSTING TEMPORARY FCC NUMBER WHEN TOWER ERECTION BEGINS

TOWER FOUNDATION AND DESIGN SPECIFICATIONS ARE SEPARATE DOCUMENTS OUTSIDE THIS CONSTRUCTION DOCUMENT SET

LATITUDE: 33° 31' 06.701" N
LONGITUDE: 101° 53' 10.96"
ELEVATION: 3239.0' AMSL



NOTE:
W-T'S SCOPE OF WORK DOES NOT INCLUDE A STRUCTURAL EVALUATION OF THIS TOWER OR STRUCTURE. NEW ANTENNAS & EQUIPMENT SHOWN ON THIS PLAN HAVE NOT BEEN EVALUATED TO VERIFY THE TOWER OR STRUCTURE HAS THE CAPACITY TO ADEQUATELY SUPPORT THESE ANTENNAS & EQUIPMENT. PRIOR TO ANY ANTENNA OR EQUIPMENT INSTALLATION, A STRUCTURAL EVALUATION OF TOWER OR STRUCTURE, INCLUDING ALL MOUNTING SYSTEMS AND HARDWARE, SHOULD BE PERFORMED.

NOTE:
ELEVATION PLAN IS MEANT TO DEPICT TOWER HEIGHT AND IS NOT TO BE USED FOR CONSTRUCTION. FOR CONSTRUCTION SEE TOWER DRAWINGS AND/OR STRUCTURAL ANALYSES PREPARED BY OTHERS

1 TOWER ELEVATION
SCALE: 1/16" = 1'-0"

NO.	DATE	REVISION
E	03/03/14	REVISED PER CLIENT
D	01/10/14	ISSUED FOR FINAL
C	12/04/13	ISSUED FOR REVIEW

verizon wireless
7 VILLAGE CIRCLE SUITE #400
WESTLAKE, TEXAS 76262

DATE DRAWN: 11/11/13
DRAWN BY: BA
APPROVED BY: WDS

NEW SITE BUILD
83RD STREET
SITE ID # 269574

3311 83RD STREET
LUBBOCK, TEXAS 79423
LUBBOCK COUNTY

W-T
W-T COMMUNICATION DESIGN GROUP, LLC.
WIRELESS INFRASTRUCTURE
751 Hebron Parkway, Ste 200
Lewisville, Texas 75057
PH: (972) 436-9751 FAX: (972) 436-9753
www.wtdesigngroup.com

STATE OF TEXAS
TIMOTHY DEMM
103627
LICENSED
PROFESSIONAL ENGINEER
DATE: 6/4/14
EXPIRES: 03/31/15

PROJECT NO: T132657

SHEET NAME
TOWER ELEVATION

SHEET NUMBER
C-4

627

AFFIDAVIT OF BRET ELLIS

Before the undersigned, an officer duly authorized by law to administer oaths, personally appeared Bret Ellis, who, after being first duly sworn as provided by law, deposes and states as follows:

1. My name is Bret Ellis, I am over 21 years of age, and I am under no legal disability and am competent to give this Affidavit.

2. I am a Managing Member of Skyline Mobile LLC and am employed by KGI Wireless with a principal place of business of Building Three, Suite 370, 805 Las Cimas Parkway, Austin, Texas 78746 which is a site acquisition firm that has been engaged by Verizon Wireless to find suitable locations for Verizon Wireless to construct wireless communication facilities that will enable Verizon Wireless to build its telecommunications network. Additionally, I am familiar with the proposed wireless communications facility and accompanying telecommunications tower at 3311 83rd Street, Lubbock, Texas 79423 "proposed WCF".

3. I have been deeply involved with locating prospective real estate for Verizon Wireless's telecommunications network in Lubbock, Texas. Furthermore, I am familiar with Verizon Wireless's coverage needs for the geographic area to be served by the proposed WCF.

4. In accordance with Verizon Wireless's collocation policy I have explored the applicable search area for suitable structures to collocate Verizon Wireless's antennas for the proposed WCF and have determined there were no suitable structures in the search area.

5. Without the proposed WCF and accompanying tower Verizon Wireless will not be able to provide adequate wireless service to the public.

Further, this Affiant saith not.

Bret Ellis

Sworn to and subscribed before me
this 8th day of July, 2014

Notary Public: _____

My commission expires: 10/9/17

ALLEN CORBIN
Notary Public, State of Texas
My Commission Expires
October 09, 2017

(B) Limitations

(i) The regulation of the placement, construction, and modification of personal wireless service facilities by any State or local government or instrumentality thereof–
(I) shall not unreasonably discriminate among providers of functionally equivalent services; and
(II) shall not prohibit or have the effect of prohibiting the provision of personal wireless services.

(ii) A State or local government or instrumentality thereof shall act on any request for authorization to place,construct, or modify personal wireless service facilities within a reasonable period of time after the request is duly filed with such government or instrumentality, taking into account the nature and scope of such request.

(iii) Any decision by a State or local government or instrumentality thereof to deny a request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record.

(iv) No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions.

(v) Any person adversely affected by any final action or failure to act by a State or local government or any instrumentality thereof that is inconsistent with this subparagraph may, within 30 days after such action or failure to act, commence an action in any court of competent jurisdiction. The court shall hear and decide such action on an expedited basis. Any person adversely affected by an act or failure to act by a State or local government or any instrumentality thereof that is inconsistent with clause (iv) may petition the Commission for relief.

47 USC § 332 (c)(7)

WIRELESS COMMUNICATION FACILITY
RF LOCATION STATEMENT

Re: Verizon Wireless – TXLU_83rd Street/Telecommunication facility located at 3311 83rd Street, Lubbock, TX 79423

Verizon Wireless hereby states that a careful review of the geographical area to be served by the proposed new tower was made, which revealed that an antenna height of one hundred (100) feet would be required.

This tower will be located on a commercial parcel, and sits in a specific location designed to enhance and expand both the available coverage and the necessary capacity for the citizens of Lubbock, Texas. This location will allow for a safer, more secure Lubbock, Texas.

Verizon Wireless considered other locations and heights, but no other option was available that would allow Verizon Wireless to utilize a tower less than one hundred (100) feet while serving the intended coverage area and providing sufficient capacity. No other structure has sufficient height to meet these engineering requirements.

This RF Location Statement confirms the importance of this specific location in order to provide service, i.e. coverage and capacity, to the citizens of Lubbock, Texas.

```
**************************************************
                    *            Federal Airways & Airspace
*
                    *         Summary Report: New Construction
*
                    *                Antenna Structure
*

**************************************************

                    Airspace User:  Patricia Jones

                    File: TXLU_83RD_ST

                    Location:  Lubbock, TX
                    Distance:  4 Statute Miles
                    Direction: 9° (true bearing)

                    Latitude:  33°-31'-05.27"
                    Longitude: 101°-53'-10.86"

                    SITE ELEVATION AMSL.....3237 ft.
                    STRUCTURE HEIGHT..... 100 ft.
                    OVERALL HEIGHT AMSL.....3337 ft.

     NOTICE CRITERIA
       FAR 77.9(a): NNR (DNE 200 ft AGL)
       FAR 77.9(b): NNR (DNE Notice Slope)
       FAR 77.9(c): NNR (Not a Traverse Way)
       FAR 77.9:    NNR FAR 77.9 IFR Straight-In Notice Criteria for
F82
       FAR 77.9:    NNR FAR 77.9 IFR Straight-In Notice Criteria for
LBB
       FAR 77.9(d): NNR (Off Airport Construction)

       NR  = Notice Required
       NNR = Notice Not Required
       PNR = Possible Notice Required (depends upon actual IFR
procedure)
             For new construction review Air Navigation Facilities at
bottom
             of this report.

       Notice to the FAA is not required at the analyzed location and
height for
       slope, height or Straight-In procedures. Please review the 'Air
Navigation'
       section for notice requirements for offset IFR procedures and
EMI.
```

```
     OBSTRUCTION STANDARDS
       FAR 77.17(a)(1): DNE 499 ft AGL
       FAR 77.17(a)(2): DNE - Airport Surface
       FAR 77.19(a): DNE - Horizontal Surface
       FAR 77.19(b): DNE - Conical Surface
       FAR 77.19(c): DNE - Primary Surface
       FAR 77.19(d): DNE - Approach Surface
       FAR 77.19(e): DNE - Transitional Surface

     VFR TRAFFIC PATTERN AIRSPACE FOR: F82: LUBBOCK EXECUTIVE AIRPARK
     Type: A   RD: 24570.97   RE: 3200
       FAR 77.17(a)(1):        DNE
       FAR 77.17(a)(2):        DNE - Height No Greater Than 200 feet
AGL.
       VFR Horizontal Surface: DNE
       VFR Conical Surface:    DNE
       VFR Approach Slope:     DNE
       VFR Transitional Slope: DNE

     VFR TRAFFIC PATTERN AIRSPACE FOR: LBB: LUBBOCK PRESTON SMITH INTL
     Type: A   RD: 51345.18   RE: 3242.5
       FAR 77.17(a)(1):        DNE
       FAR 77.17(a)(2):        DNE - Greater Than 5.99 NM.
       VFR Horizontal Surface: DNE
       VFR Conical Surface:    DNE
       VFR Approach Slope:     DNE
       VFR Transitional Slope: DNE

     TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)
       FAR 77.17(a)(3) Departure Surface Criteria (40:1)
       DNE Departure Surface

     MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)
       FAR 77.17(a)(4) MOCA Altitude Enroute Criteria
       The Maximum Height Permitted is 4200 ft AMSL

     PRIVATE LANDING FACILITIES
       FACIL                                  BEARING    RANGE  DELTA
ARP FAA
       IDENT TYP NAME                         To FACIL   IN NM
ELEVATION IFR
       ----- --- ---------------------------- --------   -----  -----
---- ---
       74TS  HEL ST MARY OF THE PLAINS HOSPIT    347.73    3.42
+57
       No Impact to Private Landing Facility
       Structure is beyond notice limit by  15780 feet.

       TS66  HEL LUBBBOCK METHODIST HOSPITAL     354.25    3.91
+112
       No Impact to Private Landing Facility
       Structure is beyond notice limit by  18758 feet.
```

```
       6TX0  HEL DEPARTMENT OF PUBLIC SAFETY      23.7     4.81
+126
       No Impact to Private Landing Facility
       Structure is beyond notice limit by  24226 feet.

       0XA6  HEL JAXON LANDING                   212.86    4.86
+67
       No Impact to Private Landing Facility
       Structure is beyond notice limit by  24530 feet.

       XA25  HEL LUBBOCK HEART HOSPITAL          344.33    5.32
+94
       No Impact to Private Landing Facility
       Structure is beyond notice limit by  27325 feet.

       XA06  HEL MDR 1                           242.41    5.73
+37
       No Impact to Private Landing Facility
       Structure is beyond notice limit by  29816 feet.

       47XS  AIR BARTOS FARM                     118.34    5.76
+184
       No Impact to VFR Transitional Surface.
       Below surface height of 476 ft above ARP.

     AIR NAVIGATION ELECTRONIC FACILITIES
       FAC              ST                DIST  DELTA
GRND  APCH
       IDNT    TYPE     AT  FREQ  VECTOR  (ft)  ELEVA ST LOCATION
ANGLE BEAR
       ---- ----------  -- ------ ------ ------ ----- -- -------------
---- ------- ----
       LBB  RADAR WXL   Y          23.93  54154   -41 TX LUBBOCK
-.04
       LBB  RADAR       ON  2725.  10.42  55553   +67 TX LUBBOCK INTL
.07
       No Impact. This structure does not require Notice based upon
EMI.
       The studied location is within 20 NM of a Radar facility.
       The calculated Radar Line-Of-Sight (LOS) distance is: 141 NM.
       This location and height is within the Radar Line-Of-Sight.

       LBB  VORTAC      I   109.2 352.95  68497   +27 TX LUBBOCK
.02
       LDT  LOM         I          43.35  72377  +139 TX RWY 26
LUBBOCK PR     .11
       LBB  LOM         I          12.26  81765   +35 TX RWY 17R
LUBBOCK P      .02
       PVW  VOR/DME     I   112.9   8.02 208760   -63 TX PLAINVIEW
-.02
```

FCC AM PROOF-OF-PERFORMANCE
NOT REQUIRED: Structure is not near a FCC licensed AM radio station Proof-of-Performance is not required. Please review AM Station Report for details.

Nearest AM Station: KKAM @ 4811 meters.

Airspace® Summary Version 14.3.352

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05-01-2014
12:48:11

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

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 1811-F**

In Favor of ✓

Opposed ___

Reasons and/or Comments:

RECEIVED
JUN 30 REC'D
PLANNING DEPARTMENT

Print Name Robert L. York / Martha York
Signature: Robert York / Martha York
Address: 8401 Wayne Ave, Lubbock, TX. 79424
Address of Property Owned: 3311-83rd. St.

Zone Case Number: 1811-F 25922
YORK ROBERT L & MARTHA
8401 WAYNE AVE

LUBBOCK TX 79424-4028

Regular City Council Meeting **6. 11.**

Meeting Date: 08/28/2014

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 2298-A, a request of Joe Ramirez for a zoning change from R-3 to R-2 on Lots 1 through 4, Johnson Addition, 2102, 2104, 2108, and 2110 Avenue K, and consider an ordinance.

Item Summary

General comments:
The request is for a zoning change from R-3 to R-2 to build single family homes or duplexes at 2102-2110 Avenue K.

Adjacent land uses:
North: R-3 (single family homes and vacant lots)
South: R-3 (single family homes and vacant lots)
East: R-3 (single family homes and vacant lots)
West: R-3 (single family homes and vacant lots)

Comprehensive Land Use Plan (CLUP):
The CLUP has this area outlined as residential low density. The proposed zone change brings the property in line with the intent of the Comprehensive Plan as currently the R-3 zoning would be considered residential high density.

Zoning Policy:
The R-3 zoning district is an old zoning district intended for multifamily uses. Today's zoning code utilizes the standards of the A-2 (high density apartment) zoning district for any areas still zoned R-3. The A-2 zoning district is typically used as a buffer to a residential district; in this case however, the area developed as single family or duplex homes and apartments would not be a compatible use.

Effect on the adjacent street and thoroughfare system:
Avenue K is a one way street, however this proposed zone change should not effect the adjacent street as the intent is to build single family or duplex homes. The current zoning would allow for apartments, a use that would have a greater impact on traffic in the vicinity.

Recommendations:
On August 7, 2014 the P&Z Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 2298-A

Zone Case 2298-A

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2298-A;** A ZONING CHANGE FROM **R-3** TO **R-2** ZONING DISTRICT ON **LOTS 1 THROUGH 4, JOHNSON ADDITION,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

ZONE CASE NO. 2298-A

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-3** to **R-2** zoning district on **Lots 1 through 4, Johnson Addition**, City of Lubbock, Lubbock County, Texas, located at **2102, 2104, 2108 and 2110 Avenue K.**

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

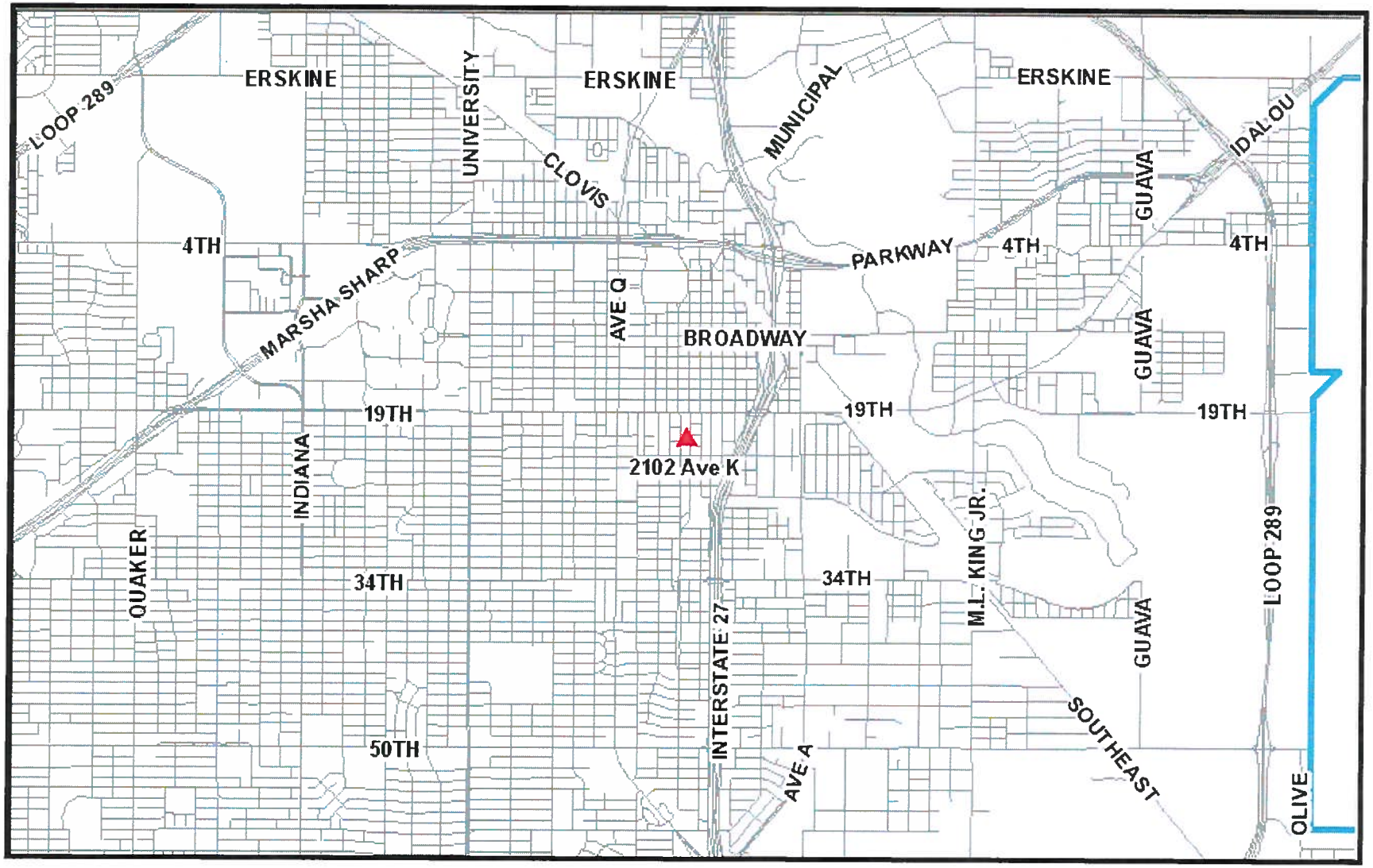
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

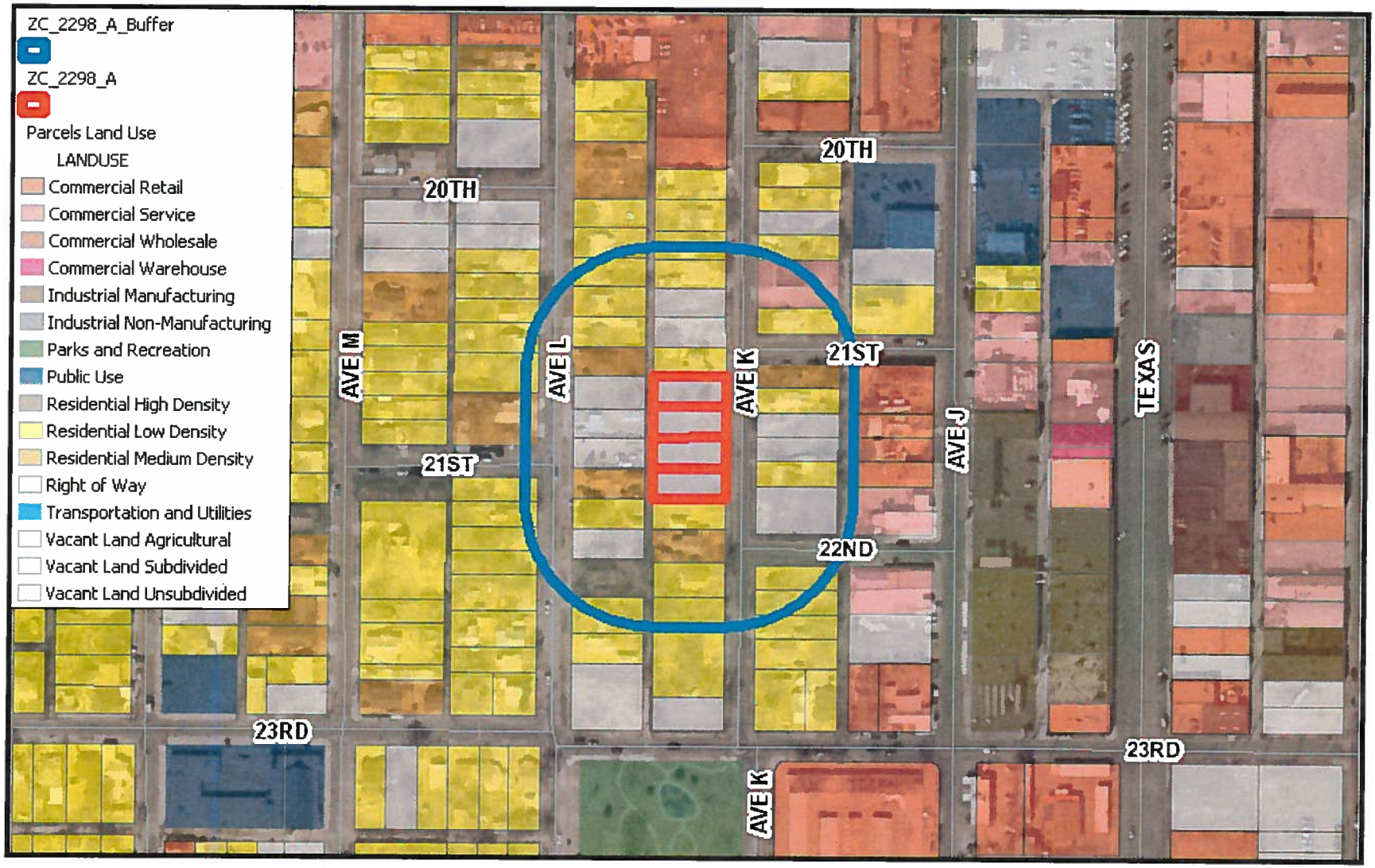
APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

vw/cityatt/Chad/ZoneCase/ZC2298-A
August 11, 2014

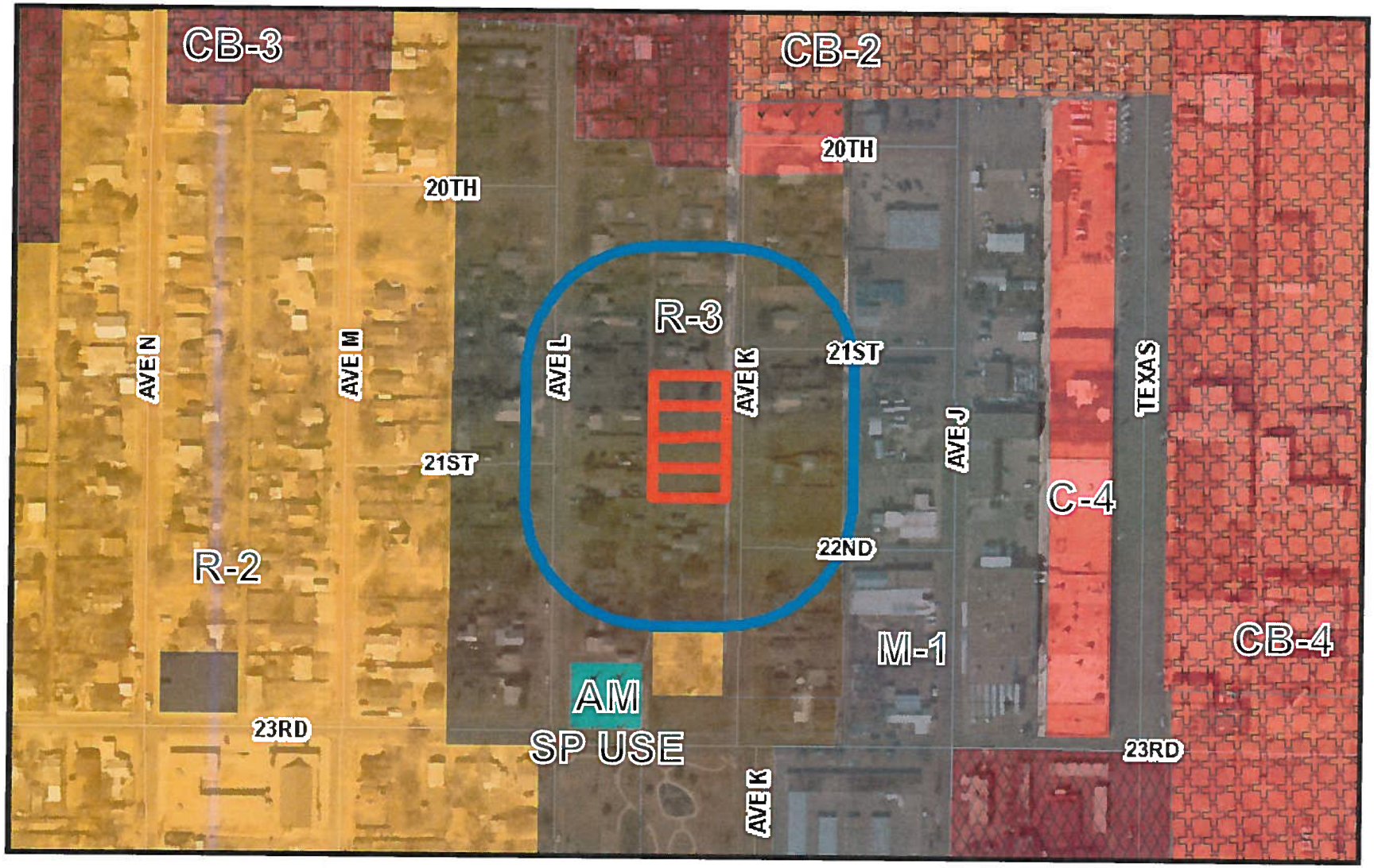


P.Z.C. Case 2298-A



P.Z.C. Case 2298-A

Request of Joe Ramirez for a zoning change from R-3 to R-2 on Lots 1 through 4, Johnson Addition (2102, 2104, 2108, and 2110 Avenue K).



P.Z.C. Case 2298-A Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) JOE RAMIREZ

P.O. BOX 2232
Street/Post Office Box

LUBBOCK TX 79408
City State Zip

(806) 928-7626
Telephone

For SAME

Street/Post Office Box

City State Zip

( )
Telephone

Location or Address: 2108 AVE K 2102 AVE K 2104 AVE K 2110 AVE K

Legal Description:* JOHNSON BLK 1 L3 JOHNSON BLK 1 L2 JOHNSON BLK 1 L1 JOHNSON BLK 1 L4

Existing Land Use: ~~SINGLE FAMILY HOME~~ VACANT LOT **Existing Zoning:** R-3

Acreage or Square Footage of Property:

Zoning Requested: R-2

Proposed Development: SINGLE ~~HO~~ FAMILY HOME

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

Applicant's Signature

6/10/14
Date

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

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

CK # 1032

For City Use Only

PIN: 26491, 26442, 26443, 26444 map 4

Zone Case No.: 2298-A **Agenda No.:** 5

Request for zoning change from: R-3 **To:** R-2

on Lot(s): 1-4 **Block(s):** 1

Subdivision: Johnson **Address:** 2102, 2104, 2108, 2110 Ave K

SA

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

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 2298-A**

In Favor of ___

Opposed ✓

Reasons and/or Comments:

RECEIVED
JUN 30 REC'D
PLANNING DEPARTMENT

Print Name Julian Hernandez

Signature: Julian Hernandez

Address: 1617 19th Lubbock Tx 79401

Address of Property Owned: 2107 Ave L / 1617 19th

Zone Case Number: 2298-A 25967
HERNANDEZ, JULIAN
1617 19TH ST

LUBBOCK TX 79401

Regular City Council Meeting **6. 12.**

Meeting Date: 08/28/2014

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 2712-A, a request of Stone Collision Center, for Jimmy Stone, to amend the conditions of Ordinance 9651 to allow a body shop and all unconditionally permitted C-3 uses on the west 50 feet of Tract A and Tract B, South University Addition, 6701 University Avenue, and consider an ordinance.

Item Summary

General comments:
The parcel is currently zoned C-4 limited to truck and trailer uses, the amendment would be to alter the one C-4 use to body shop from the former UHaul dealer in Zone Case 2712. The site of a former service station, an out parcel for the "old" Kmart shopping location now occupied entirely by the Trinity Church as an adjunct campus.

Adjacent land uses:
N – commercial, a small retail center and the current K Mart
S – zoned commercial, used for church purposes
E – commercial, the church tract
W – residential west of University Avenue

Comprehensive Land Use Plan (CLUP):
As commercial, there is little CLUP discussion with a single C-4 use and all C-3 permitted uses occupying the parcel currently.

Zoning Policy:
Zoning policy would suggest a discussion of compatibility of the proposed use with the adjacent uses. If a body shop would be a "heavier" use than the former truck and trailer rental would be the basis for the discussion? With proposed conditions below, the use of the former service station should be no more intrusive than either the service station or the UHaul dealer.

Effect on the adjacent street and thoroughfare system:
None.

Recommendations:
On August 7, 2014 the Planning &Zoning (P&Z) Commission recommended the request with a unanimous vote, with the following conditions:
1. The parcel and building be used for a body shop and all permitted C-3 uses.
2. All vehicles on the lot shall have an active work order; any vehicles not claimed shall be removed to storage in an appropriate location pending seizure or claim.
3. That there shall be no storage of auto body parts outside the structure. Should the owner care to store inoperable vehicles on the lot for repair, a fenced compound shall be constructed on the east side of the structure. Operable, damaged vehicles with an active work order may be parked on the lot.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 2712-A

Zone Case 2712-A

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NUMBER 9651 TO AMEND A CONDITION TO ALLOW A BODY SHOP AND ALL UNCONDITIONALLY PERMITTED C-3 USES ON THE WEST 50 FEET OF TRACT A AND TRACT B, SOUTH UNIVERSITY ADDITION, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

SECTION 1. THAT Ordinance No. 9651 Section 1(a) is hereby amended to read as follows:

a. THAT the parcel and building be used for a body shop and all unconditionally permitted C-3 uses.

b. THAT all vehicles on the lot shall have an active work order; any vehicles not claimed shall be removed to storage in an appropriate location pending seizure or claim.

c. THAT there shall be no storage of auto body parts outside the structure. Should the owner care to store inoperable vehicles on the lot for repair, a fenced compound shall be constructed on the east side of the structure. Operable, damaged vehicles with an active work order may be parked on the lot.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

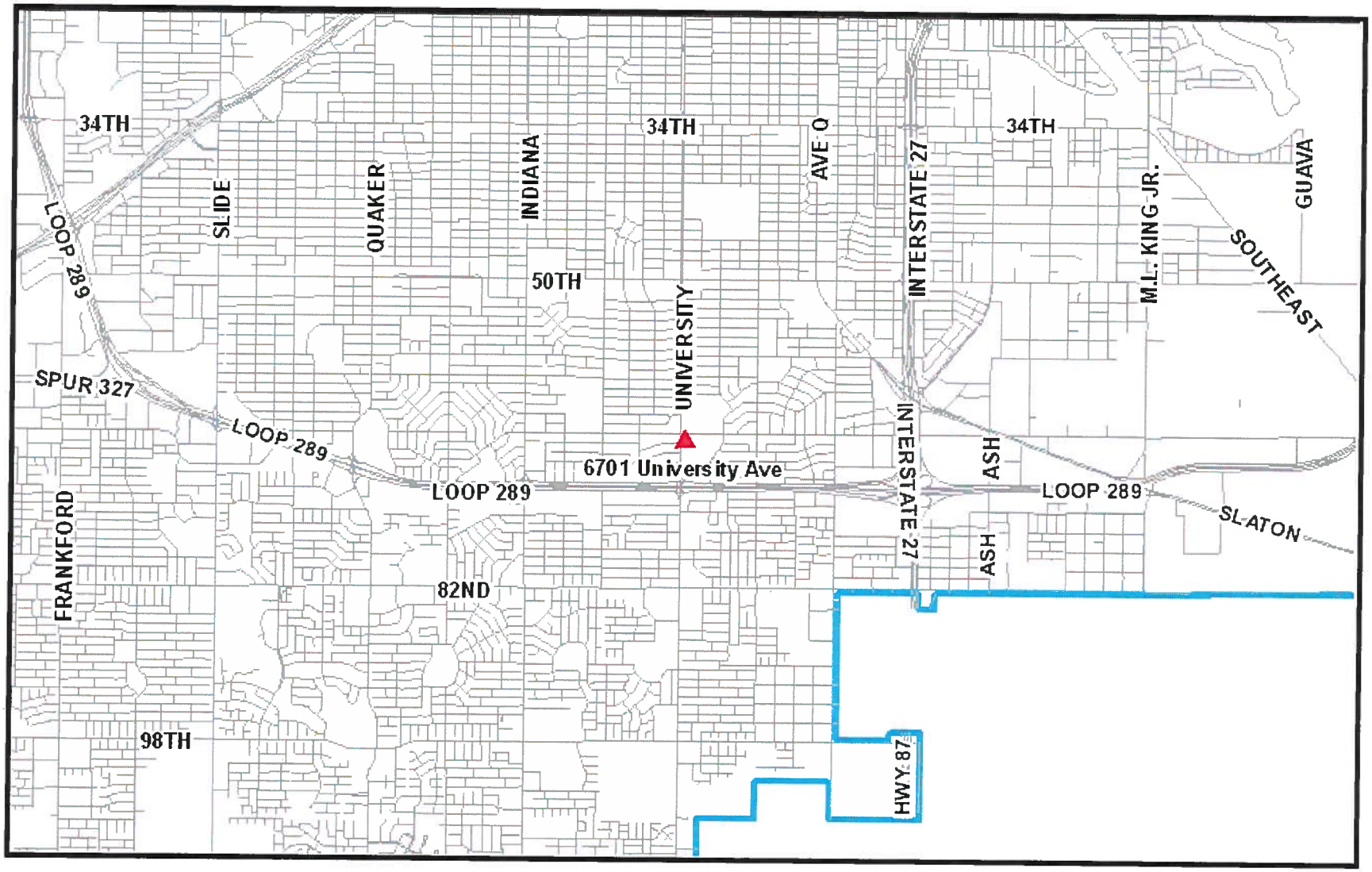
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

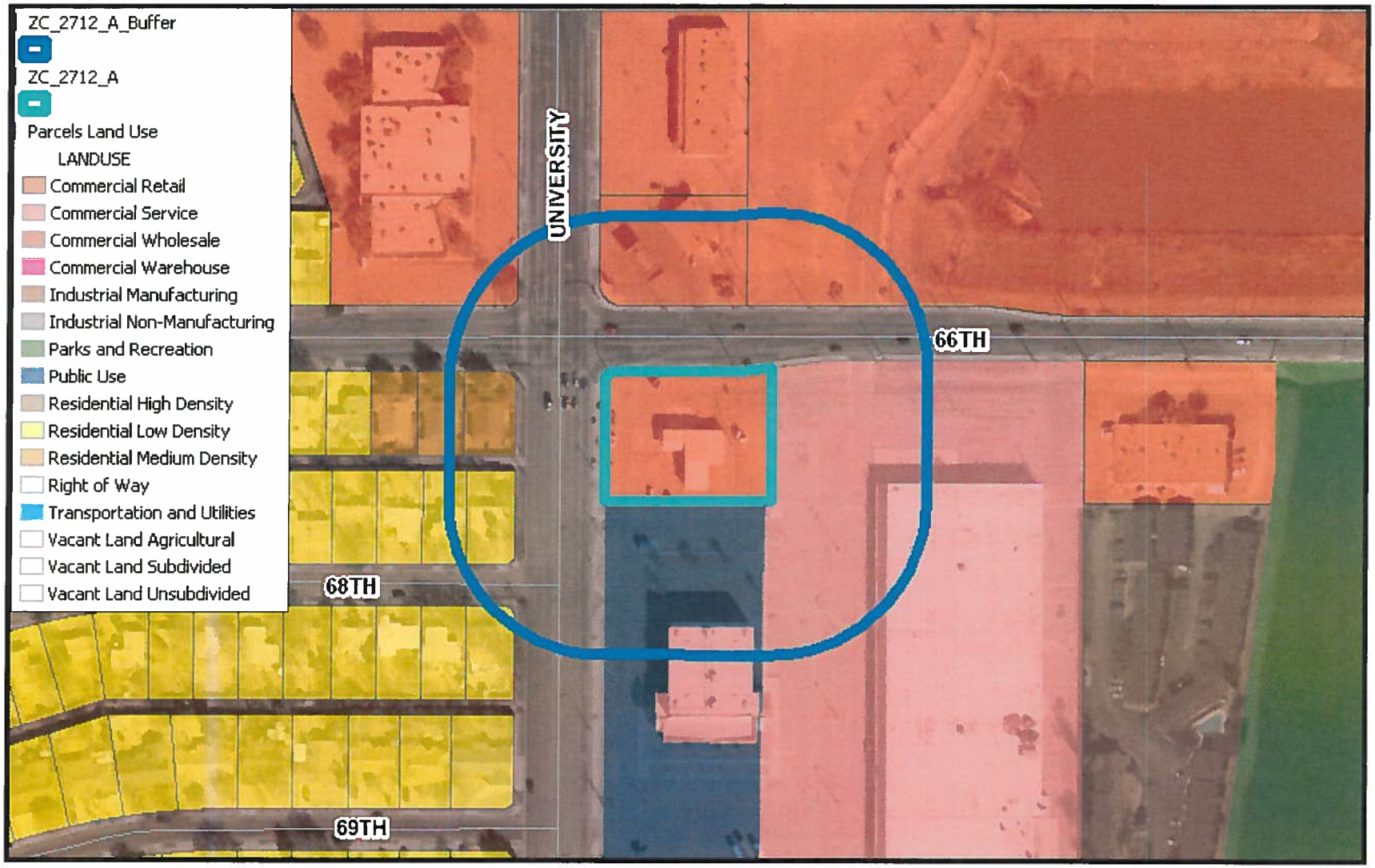
APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

vw:ccdocs/Amend ZC2712-A
August 11, 2014

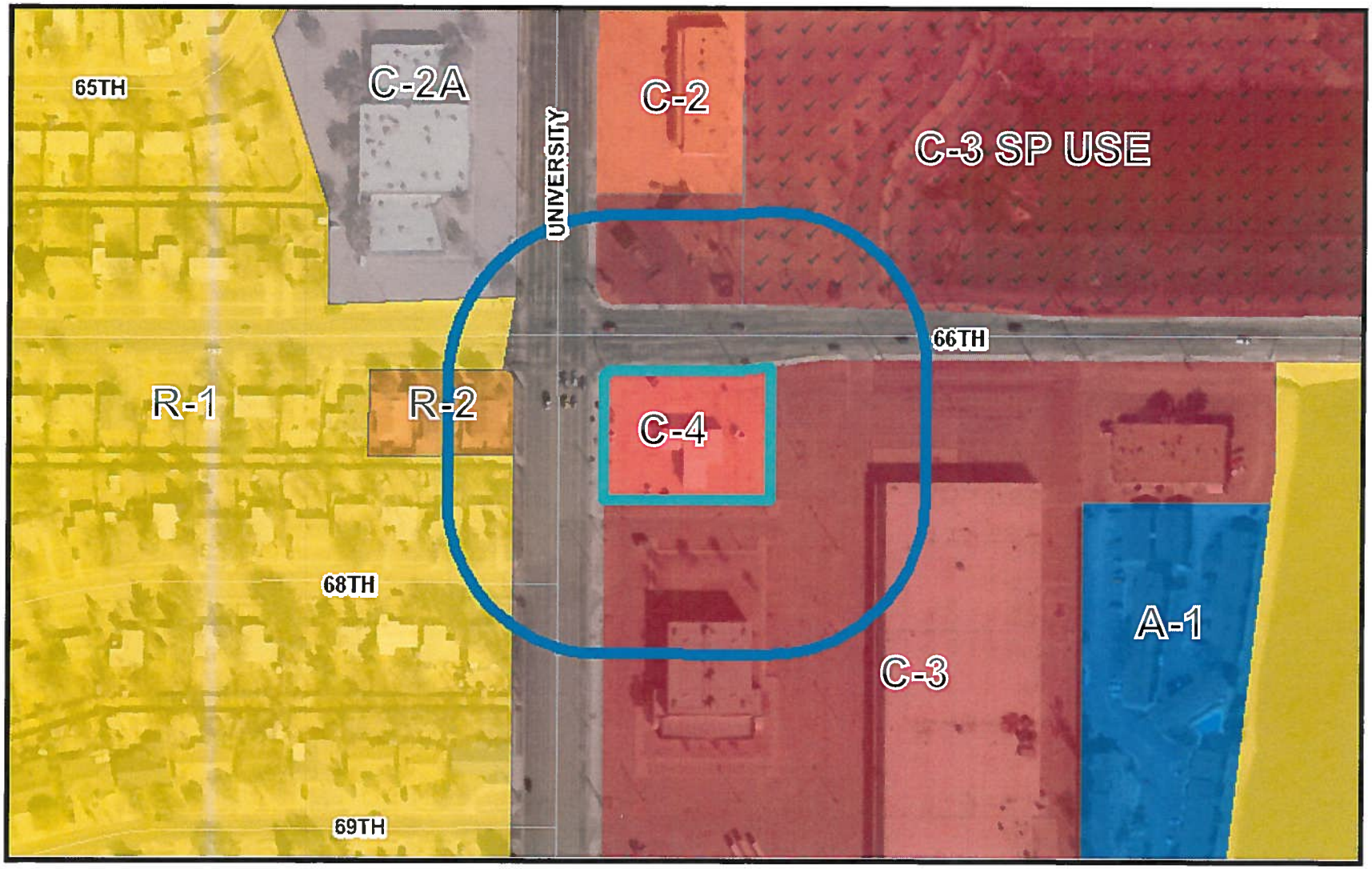


P.Z.C. Case 2712-A



P.Z.C. Case 2712-A

Request of Stone Collision Center (for Jimmy Stone) to amend the conditions of Ordinance 9651 to allow a body shop and all unconditionally permitted C-3 uses, 6701 University Avenue



P.Z.C. Case 2712-A Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Stone Collision Center **For** Jimmy Stone

6665 Maine (home)
Street/Post Office Box

Anton Tx 79313
City State Zip

(806) 470 - 5212
Telephone

6665 Maine
Street/Post Office Box

Anton Tx 79313
City State Zip

(806) 470 - 5212
Telephone

Location or Address: 6701 University Ave

Legal Description:*

Existing Land Use: Automotive **Existing Zoning:** C-4 limited

Acreage or Square Footage of Property:

Zoning Requested: C-4 limited to a body shop & all C-3 use

Proposed Development: body shop

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

Applicant's Signature **Date**

Filing Fee: $475.00 RC# 78400 Pd CK #5594
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

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

For City Use Only

PIN: 56734 map 19

Zone Case No.: 2712-A **Agenda No.:** 7

Request for zoning change from: CP **To:** Amend conditions

on Lot(s): Tr B and W 50' Tr A **Block(s):** —

Subdivision: South University **Address:** 6701 University Ave

&

Regular City Council Meeting **6. 13.**

Meeting Date: 08/28/2014

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3039-A, a request of Scott Collier, for YWCA, for a zoning change from R-1 to A-2 Specific Use on Lot 1, Swim Club Addition, 6204 Elgin Avenue, and consider an ordinance.

Item Summary

General comments:
The request is for a zone change from R-1 to A-2 Specific Use for the YWCA. A previous zone change for A-2 Specific Use was approved in June of 2005, however, as there was no development within the thirty months following the effective date of the ordinance, the site reverted back to R-1 Specific Use. The proponents are now wishing to expand the development on the site and therefore require the new zone change.

Adjacent land uses:
N: R-1 (park)
S: A-1 (apartments)
E: R-1 (single family dwellings)
W: A-1 (apartments)

Comprehensive Land Use Plan (CLUP):
The CLUP has this area outlined for medium-high density residential. The desired zoning of A-2 (high density apartments) is in line with the Comprehensive Plan.

Zoning Policy:
The purpose of the specific use zoning district is to provide for design and land use flexibility in the various districts. The proposed site plan accompanying the case is compliant with the intent of the zoning ordinance and the use is compatible with the adjacent properties.

Effect on the adjacent street and thoroughfare system:
There should be no effect on the adjacent streets and thoroughfare system as the YMCA has been operating at this location for the past thirty years without any record of complaints. Additionally, they are leasing land to the north to provide additional parking.

Recommendations:
On August 7, 2014 the Planning &Zoning (P&Z) Commission recommended the request with a unanimous vote with the following condition:
1. The YWCA will be allowed to use the adjacent parking lot.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3039-A

Zone Case 3039-A

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3039-A;** A ZONING CHANGE FROM **R-1** TO **A-2 SPECIFIC USE** FOR **A SEMI-PUBLIC COMMUNITY CENTER**, ON **LOT 1, SWIM CLUB ADDITION,** LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

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

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

ZONE CASE NO. 3039-A

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **A-2** Specific Use for **a semi-public community center** on **Lot 1, Swim Club Addition,** City of Lubbock, Lubbock County, Texas, located at **6204 Elgin Avenue,** subject to conditions, and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the YWCA will be allowed to use the adjacent parking lot to the north to meet parking requirements.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-1** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **6204 Elgin Avenue**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

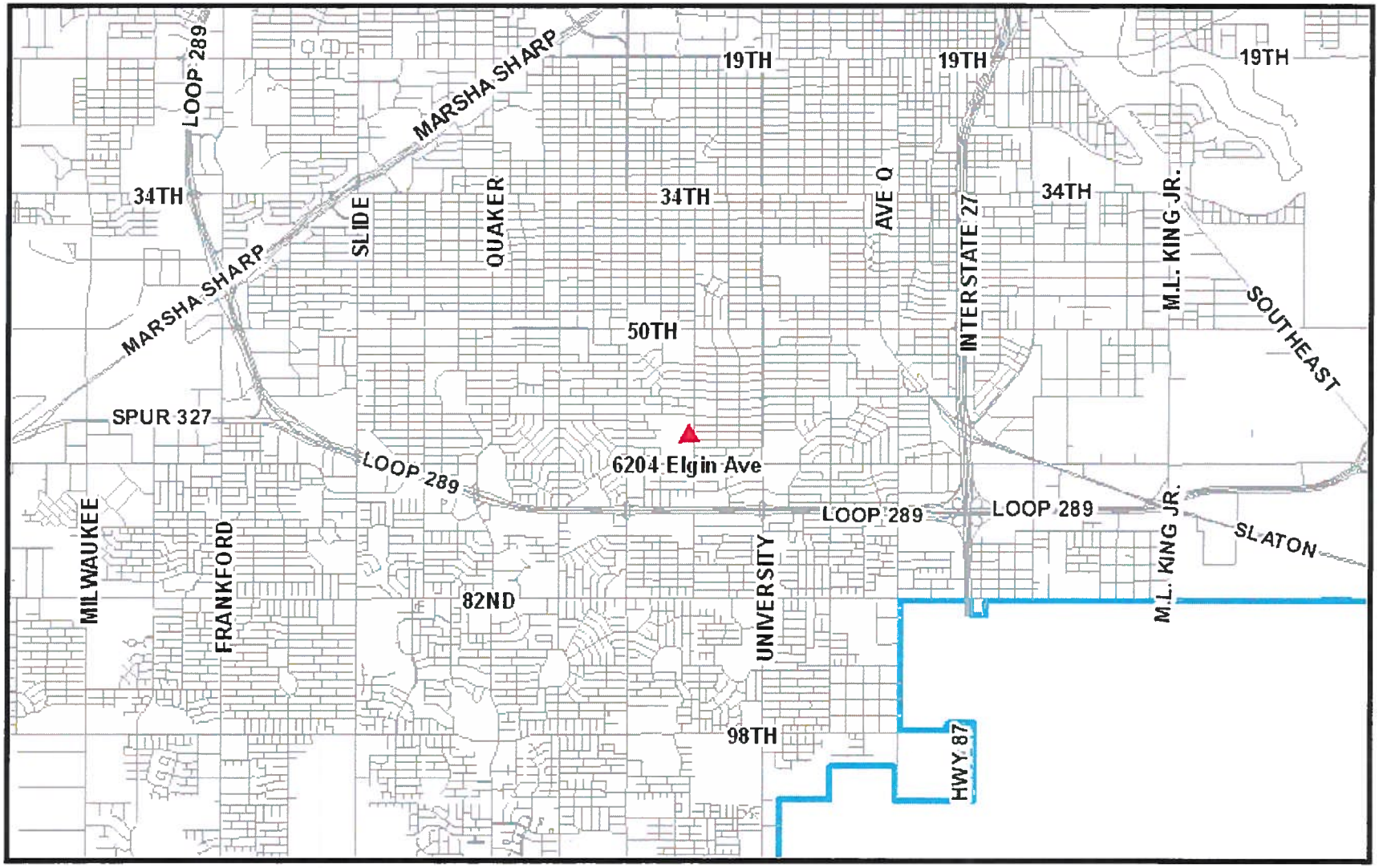
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

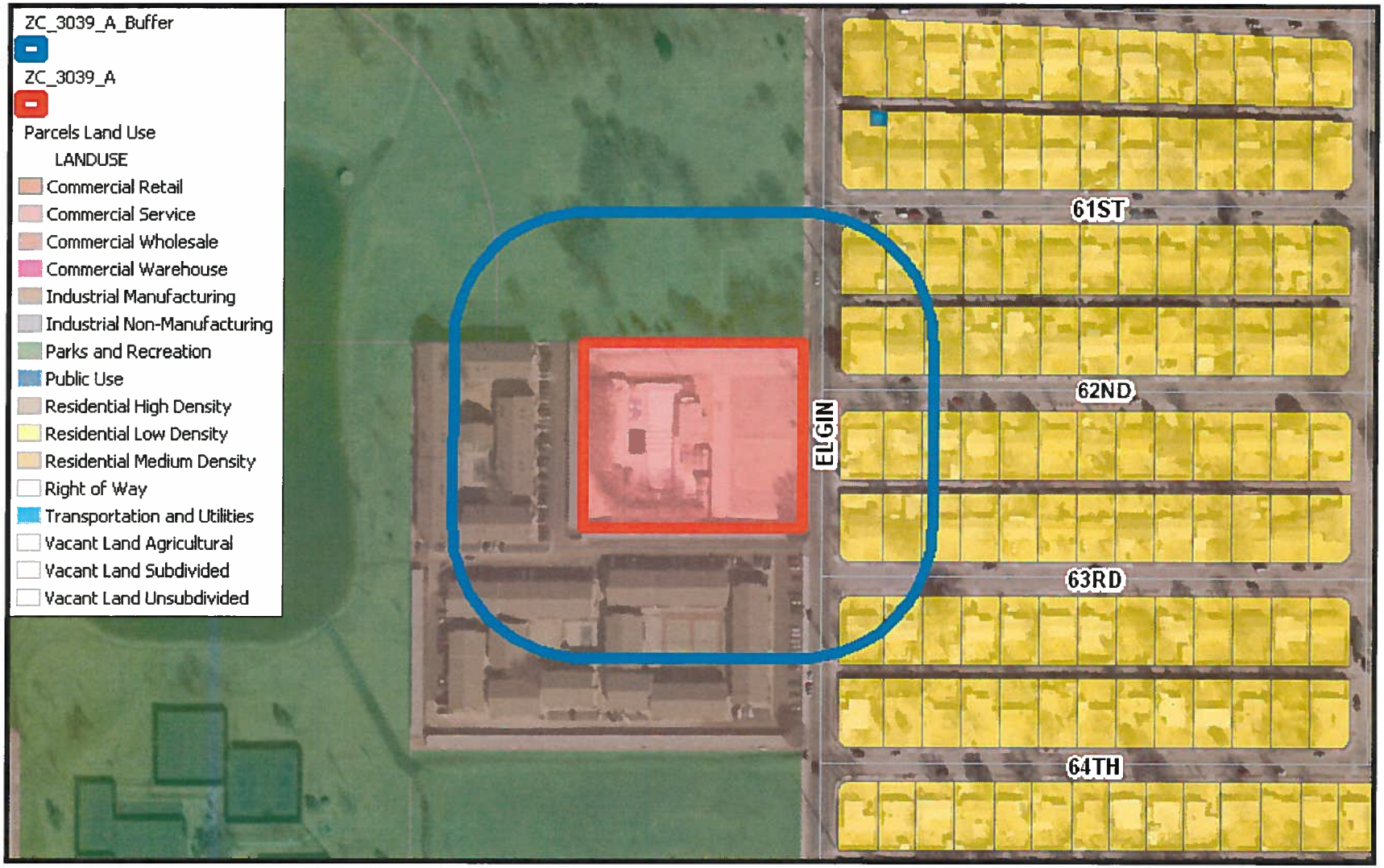
APPROVED AS TO FORM:

Chad Weaver, City Attorney

vw/CityAtt/Chad/Zones/ZC3039-A
August 11, 2014

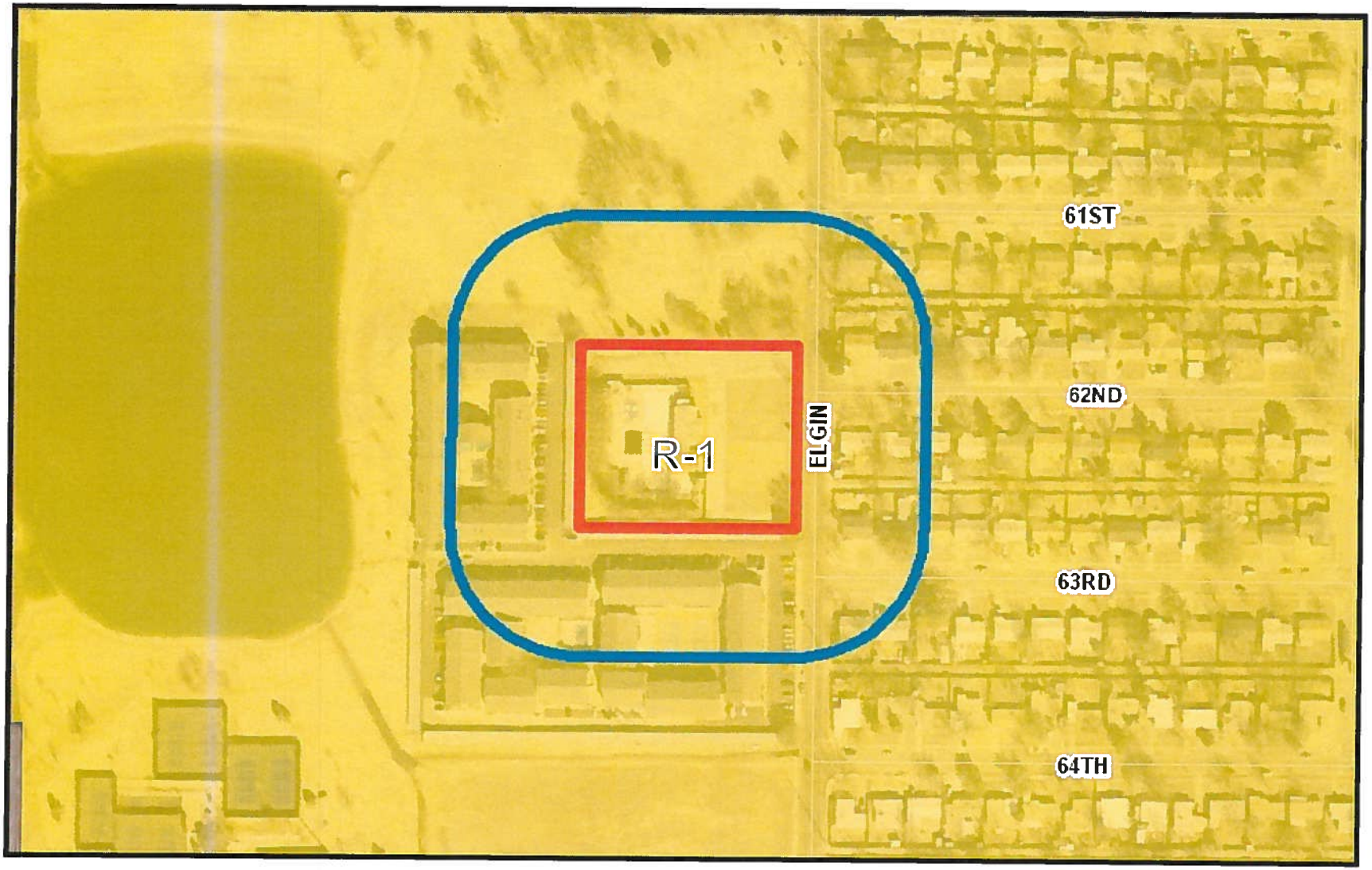


P.Z.C. Case 3039-A



P.Z.C. Case 3039-A

Request of Scott Collier (for YWCA) for a zoning change from R-1 to A-2 Specific Use, 6204 Elgin Avenue



P.Z.C. Case 3039-A Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Scott Collier

2202 Avenue E
Street/Post Office Box

Lubbock, Texas 79404
City State Zip

(806)741-1982
Telephone

For YWCA

3101 35th Street
Street/Post Office Box

Lubbock, Texas 79413
City State Zip

(806)792-2723
Telephone

Location or Address: 6204 Elgin Avenue

Legal Description:* Swim Club Lot 1

Existing Land Use: Swim Club **Existing Zoning:** R-1

Acreage or Square Footage of Property: 106,200 sq. ft.

Zoning Requested: Change from R-1 to A-2 specific use

Proposed Development: New activity center that includes: new dressing rooms, offices and gym, commercial kitchen

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

Scott Collier
Applicant's Signature

7-11-14
Date

Filing Fee: $165.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

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

For City Use Only

PIN: 59948 Map 6

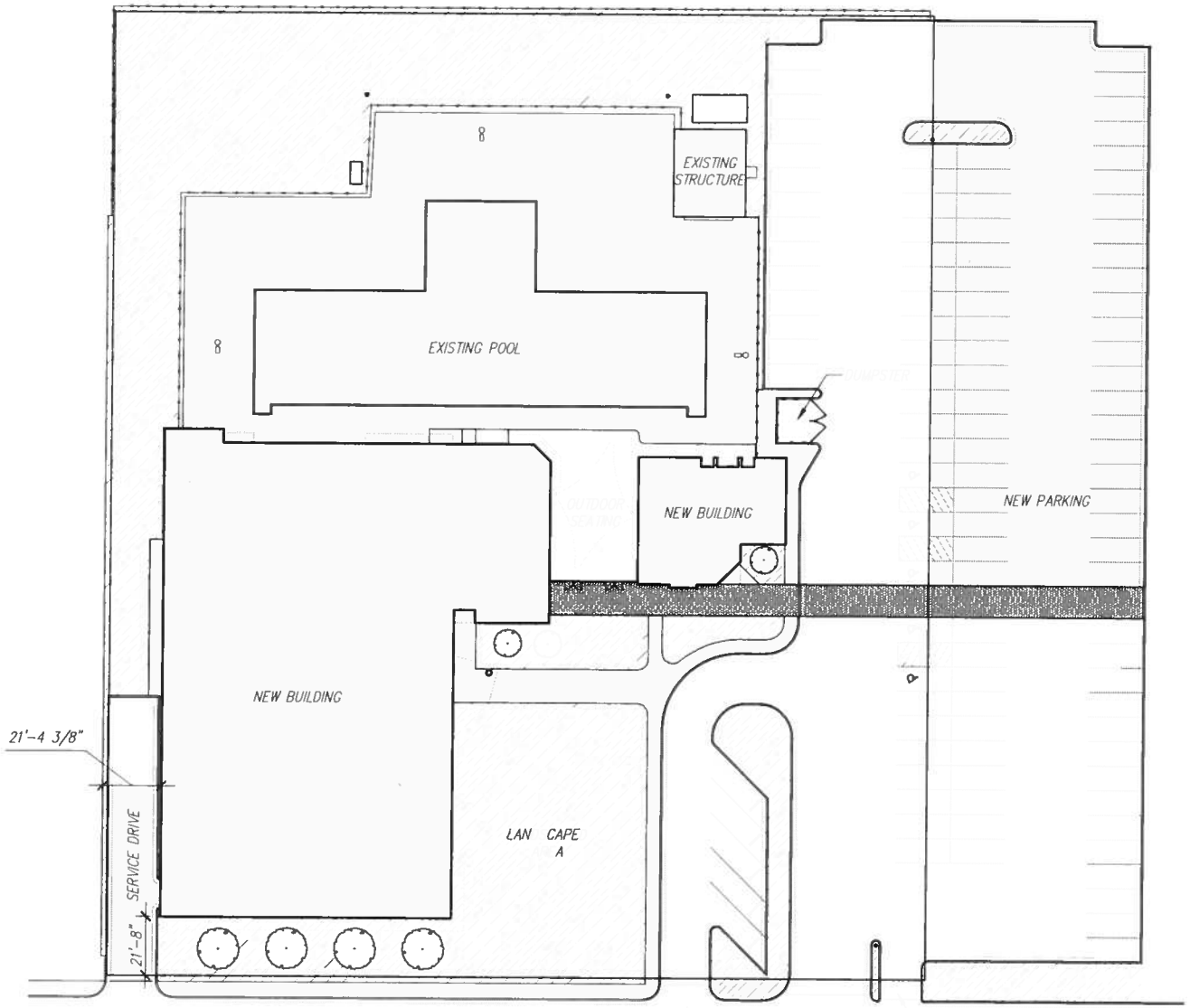
Zone Case No.: 3039-A **Agenda No.:** 8

Request for zoning change from: R-1 **To:** A-2 SP USE

on Lot(s): 1 **Block(s):** —

Subdivision: Swim Club **Address:** 6204 Elgin Ave

SP



NOTE:

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF: KEN L. CONDRAY, #12828, ON 07/10/2014. NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.

YWCA SUN N FUN PROJECT
SITE PLAN

SCALE: 1" = 40'-0"

DATE: 07/10/2014

CONDRAY DESIGN GROUP, INC.

Regular City Council Meeting **6. 14.**

Meeting Date: 08/28/2014

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 1786-C, a request of Scott Collier, for JMO Development, LP, for a zoning change from C-2 to C-4 limited to a pawn shop on the north 150 feet of Lot A-1-B-4-B, University Pines Addition, north of 98th Street and west of University Avenue, and consider an ordinance.

Item Summary

General comments:
The parcel is an area that formerly was the site of the construction plant for the modular homes located in University Pines. Subsequent zone case have split up the large parcel with zone cases for apartments, a mini-storage facility and the C-2 on the corner which contains the parcel in question.

Adjacent land uses:
N – commercial
S – commercial zoned, vacant
E – duplex residential
W – mini-storage facility

Comprehensive Land Use Plan (CLUP):
The CLUP suggests that C-4 be limited to regional or U.S. highways. University does not have Farm to Market status south of Loop 289, although it does north of North Loop 289. It is a major connector to areas south of Lubbock.

Zoning Policy:
The request is for the parcel to be used as C-4 for only one use, and will remain zoned for C-2 uses otherwise. Pawn was originally placed in C-4 during the days of the former Avenue A and Avenue H days when the overall use was considered a heavy, less desirable use. The pawn industry has improved on its own as the demands for "cleaner" and more desirable locations by customers has evolved, much like many of the automotive uses. With the conditions noted below and the current C-4 behind the building, the proposal should not create a compatibility issue which is the main focus for consideration.

Effect on the adjacent street and thoroughfare system:
None.

Recommendations:
On August 7, 2014, the Planning &Zoning (P&Z) Commission recommended the request with a unanimous vote, with the following conditions:
1. The zoning shall be limited to a pawn shop and all permitted C-2 uses.
2. No outside display will be permitted at the store.
3. Allowed outside storage behind a chain link screening fence with privacy slats behind the building.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 1786-C

Zone Case 1786-C

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 1786-C;** A ZONING CHANGE FROM **C-2** TO **C-4** ZONING DISTRICT LIMITED TO **A PAWN SHOP** ON **THE NORTH 150 FEET OF LOT A-1-B-4-B, UNIVERSITY PINES ADDITION,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

ZONE CASE NO. 1786-C

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-2** to **C-4** zoning district **limited to a pawn shop on the north 150 feet of Lot A-1-B-4-B, University Pines Addition,** City of Lubbock, Lubbock County, Texas, located at **north of 98th Street and west of University Avenue,** subject to conditions, and being further described as follows:

SUBJECT TO CONDITIONS:

1. **THAT the zoning shall be limited to a pawn shop and all unconditionally permitted C-2 uses.**
2. **THAT no outside display will be permitted at the store.**
3. **THAT storage behind a chain link screening fence with privacy slats behind the building shall be allowed.**

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

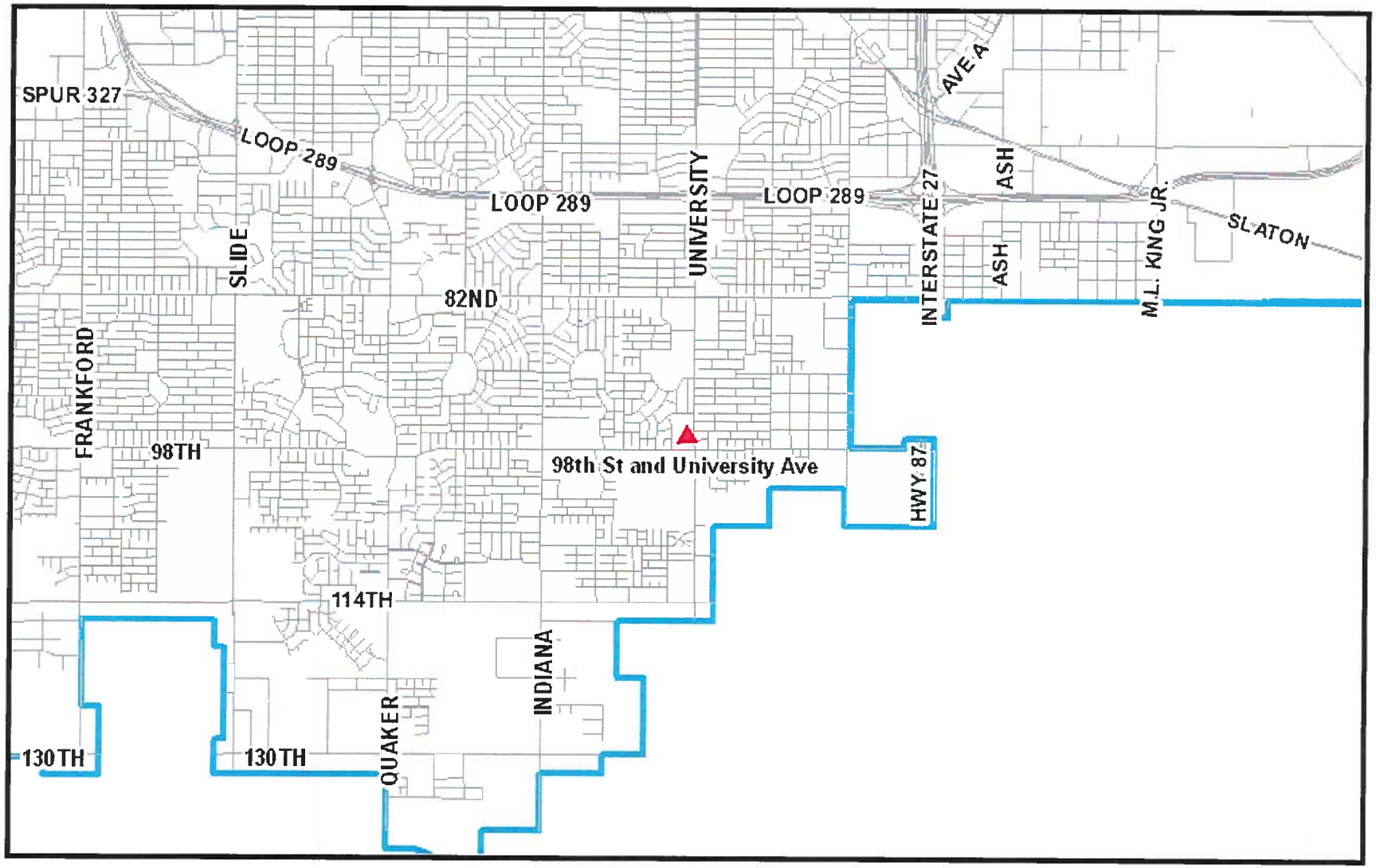
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

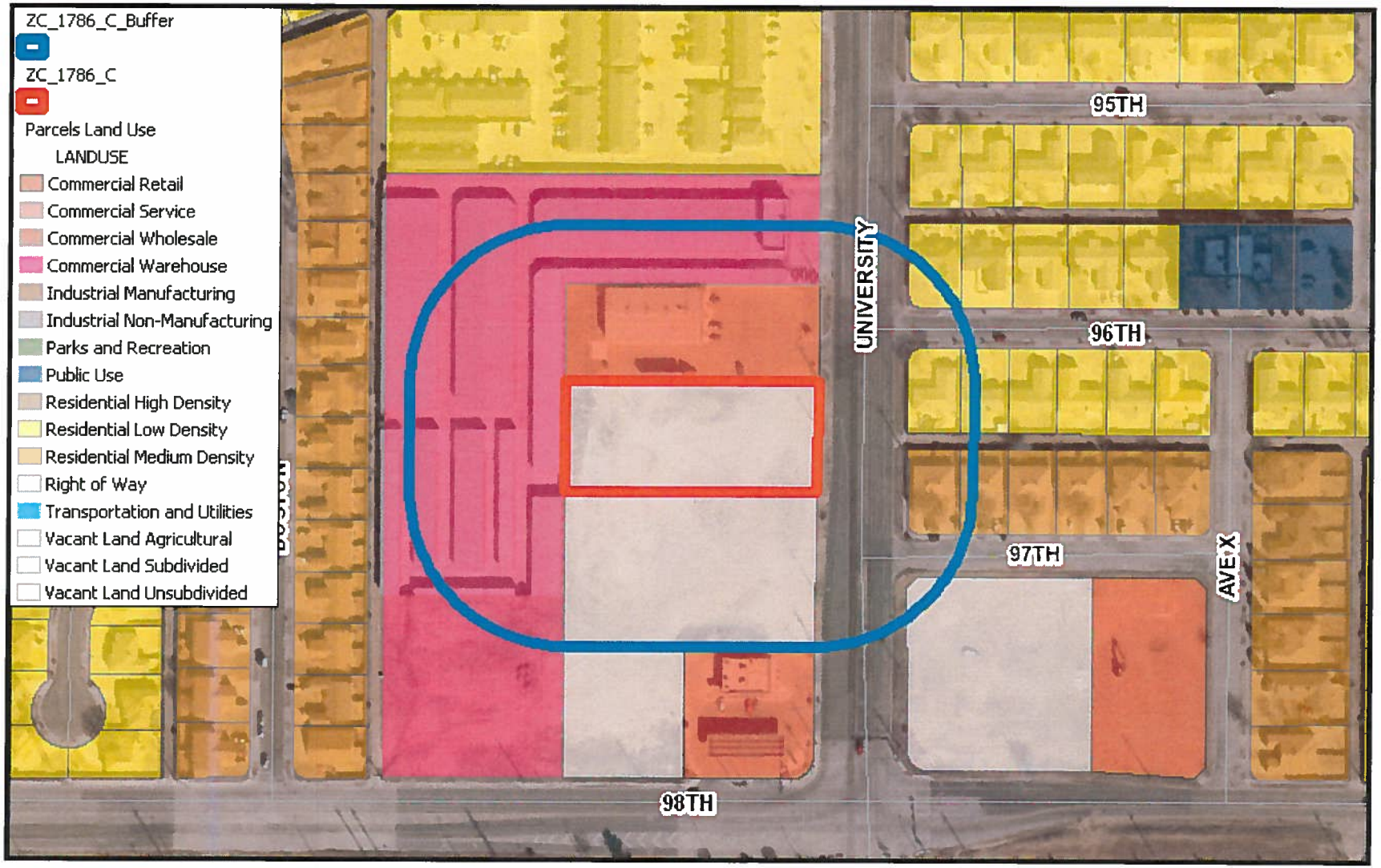
APPROVED AS TO FORM:

Chad Weaver, City Attorney

vw/CityAtt/Chad/Zones/ZC1786-C
August 11, 2014

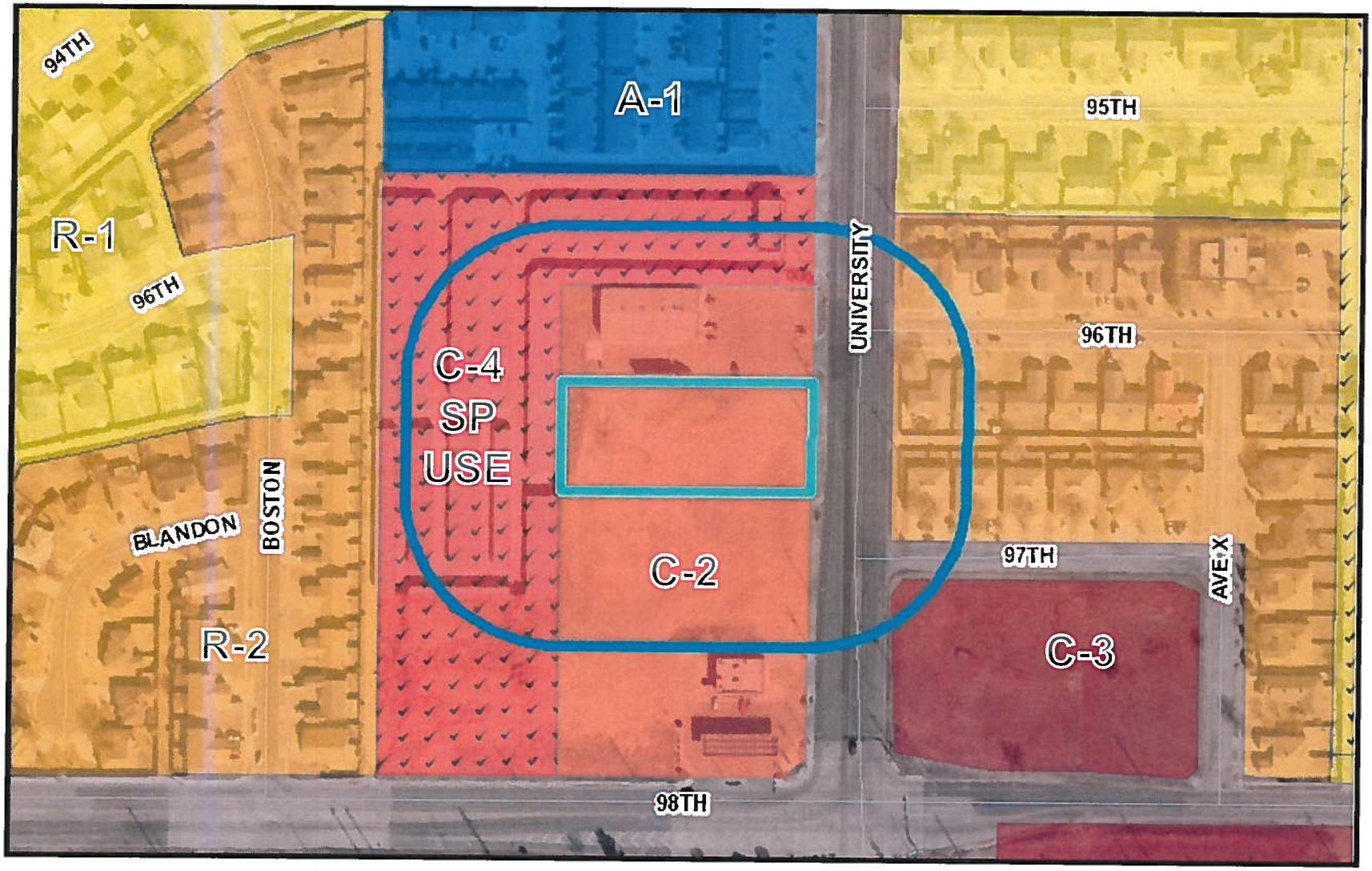


P.Z.C. Case 1786-C



P.Z.C. Case 1786-C

Request of Scott Collier (for JMO Development, LP) for a zoning change from C-2 to C-4 limited to a pawn shop, north of 98th Street and west of University Avenue



P.Z.C. Case 1786-C Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Scott Collier

2202 Avenue E
Street/Post Office Box

Lubbock, Texas 79404
City State Zip

(806) 741-1982
Telephone

For JMO Development, LP

32 S. Lakeshore Drive
Street/Post Office Box

Ransom Canyon, Texas 79366
City State Zip

(806) 777-6068
Telephone

Location or Address: 9609 University

Legal Description:* North 150' of lot A-1 -B-4-B, University Pines Addition

Existing Land Use: Vacant **Existing Zoning:** C2

Acreage or Square Footage of Property: 51,000 Square Feet (150'x340')

Zoning Requested: C4 limited to Pawn Shop use

Proposed Development: 8,000 sqft Pawn Shop

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

Scott Collier
Applicant's Signature

7-11-14
Date

Filing Fee: $478.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

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

For City Use Only

map # 19

Zone Case No.: 1786-C **Agenda No.:** 10

Request for zoning change from: C2 **To:** C-4 limited to Pawn Shop

on Lot(s): N 150 Ft lot A-1-B-4-B **Block(s):** —

Subdivision: University Pines **Address:** ~~9609 University Ave~~ North of 98th, West of University Ave

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

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 1786-C**

In Favor of ___

Opposed X

RECEIVED
JUL 28 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Pawn shops should not be this close to residential. If it is voted for: then pls have it totally bricked & nothing should be allowed outside.

Print Name Michael Pustan

Signature: [signature]

Address: 3110 Frankford Ave

Address of Property Owned: _____

Zone Case Number: 1786-C
96TH & UNIVERSITY/ADD A CLOSET SOUTH STOR
3110 FRANKFORD AVE

LUBBOCK TX 79424 76663

07/28/2014 13:16 8067853450 GARGOYLE STRUCTURES PAGE 01/029

9

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

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***1786-C***

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
AUG 07 RFC'D
PLANNING DEPARTMENT

Print Name JOE R AMBURN

Signature: [signature]

Address: PO Box 64667 LUB TX 79464

Address of Property Owned: 2410 & 2412 97th

Zone Case Number: **1786-C** 6407
AMBURN JOE R & DENISE J
PO BOX 64667

LUBBOCK TX 79464

Regular City Council Meeting **6. 15.**

Meeting Date: 08/28/2014

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3067-B, a request of Hugo Reed and Associates, Inc., for Egenbacher Real Estate, for a zoning change from C-3 Specific Use to CB-2 Specific Use for a shopping center on Lot 1B-2, Overton Park Addition, 2407 9th Street, and consider an ordinance.

Item Summary

General comments:
The current structure and improvements were zoned as C-3 Specific Use in 2009 for a food store retail sales and a restaurant. With that proposed mix of uses on the parcel, the zone case contains provisions for a site plan (including a reduced amount of parking for the food store), building profiles and materials, a Planning & Zoning (P&Z) Commission approved landscape plan and a final plan and elevation review by the P&Z prior to construction. All that process was performed and the structure is an integral part of the Overton Park redevelopment.

Adjacent land uses:
N – commercial
S – residential, high density
E – residential, high density
W – commercial (Cain's Chicken and Dion's Pizza)

Comprehensive Land Use Plan (CLUP):
There is no CLUP discussion for this zone case. The area is designated as commercial by policy, and is zoned as commercial.

Zoning Policy:
The single objective of this zone case is to modify the parking requirements of the original Case 3067-A. Those were set at 82 spaces for the 16,402 square feet food store ratio of 1 space per 200 square feet versus the one space per 175 square feet in other zoning districts, and 63 parking spaces for the 6,366 square foot restaurant with spaces at one per 100 square feet which is normal for restaurants. The parcel has 136 current spaces. With the two business spaces combined the square footage is 22,768. Two restaurants with the standard parking requirement would be asked to install 136 spaces for restaurants with no alcohol and 181 spaces for restaurants with alcohol. A majority of the individual zone cases in Overton Park have a break for parking because of the original theory that a lot of business would be walk-in versus in vehicles. Some of that theory has proved to not be sound based on the popularity of the area business locations and the adjacent Texas Tech population. But, to achieve the original objective of a modified "new urbanism" – less parking and more walking, the area has been successful in an overall manner.

The applicant is requesting a ratio of one space for each 300 square feet, and that the former food store be at least partially another restaurant, with the remainder available for retail space. The proposed 1/300 ratio for the entire center (a center of similar size in other commercial districts would be asked to install a 1/175 ratio) would equal a ratio of one space per eighty square feet (1/80) which would accommodate the entire center as restaurants with alcoholic beverage permits.

The current number of spaces does not allow another restaurant, with or without a liquor permit. The original site plan supposed that a food store and the restaurant could co-exist with overlapping parking because of peak business hours. Whether that would work with another restaurant is the main discussion point. The Planning staff is aware that the customers at Dion's and Cain's park on the parcel in discussion, the owners have had to place "no parking" signage. The vacant area has been empty for some while, and restaurants have been the only "lookers".

Effect on the adjacent street and thoroughfare system:
None. The volume of traffic in the area is already congested; this proposal would add little to the public street system. The on-site congestion or lack of spaces remains the main issue. Although the more active use being an additional restaurant would add to the congestion, it will be a very localized congestion.

Recommendations:
On August 7, 2014, the P&Z Commission recommended the request with a unanimous vote, with the following conditions:
1. Tied to the existing site plan (in zone case 3067-A)
2. That the maximum allowable area gross floor area for restaurants with alcohol sales shall be limited to 13,600 square feet.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3067-B
Zone Case 3067-B

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3067-B;** A ZONING CHANGE FROM **C-3 SPECIFIC USE** TO **CB-2 SPECIFIC USE** FOR **A SHOPPING CENTER,** ON **LOT 1B-2, OVERTON PARK ADDITION,** LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

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

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

ZONE CASE NO. 3067-B

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-3** Specific Use to **CB-2** Specific Use for **a shopping center** on **Lot 1B-2, Overton Park Addition,** City of Lubbock, Lubbock County, Texas, located at **2407 9th Street,** subject to conditions, and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the zone change be tied to the existing site plan (in Zone Case 3067-A).**

2. **THAT the maximum allowable gross floor area for restaurants with alcohol sales shall be limited to 13,600 square feet.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **C-3 Specific Use** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **2407 9th Street**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

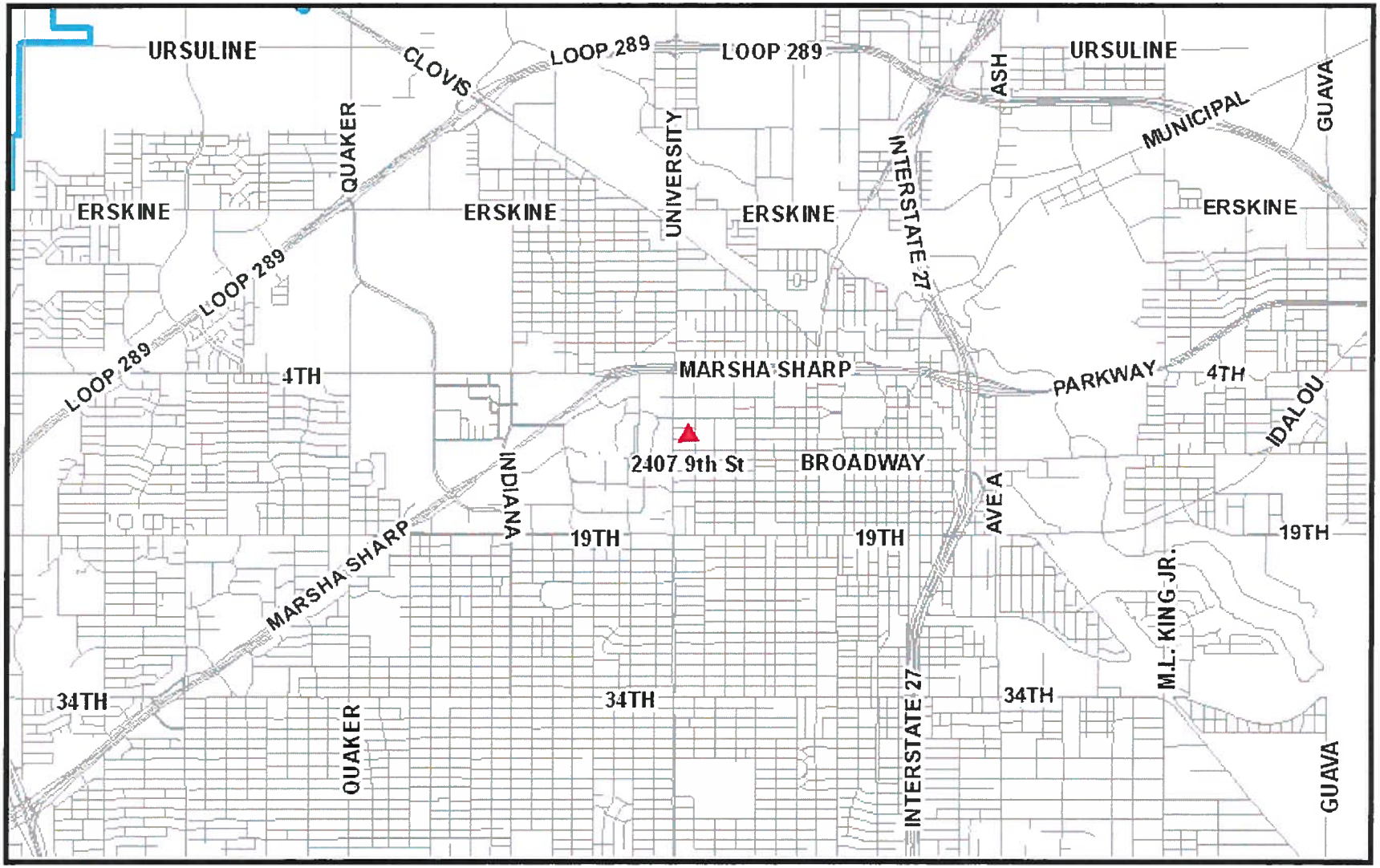
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

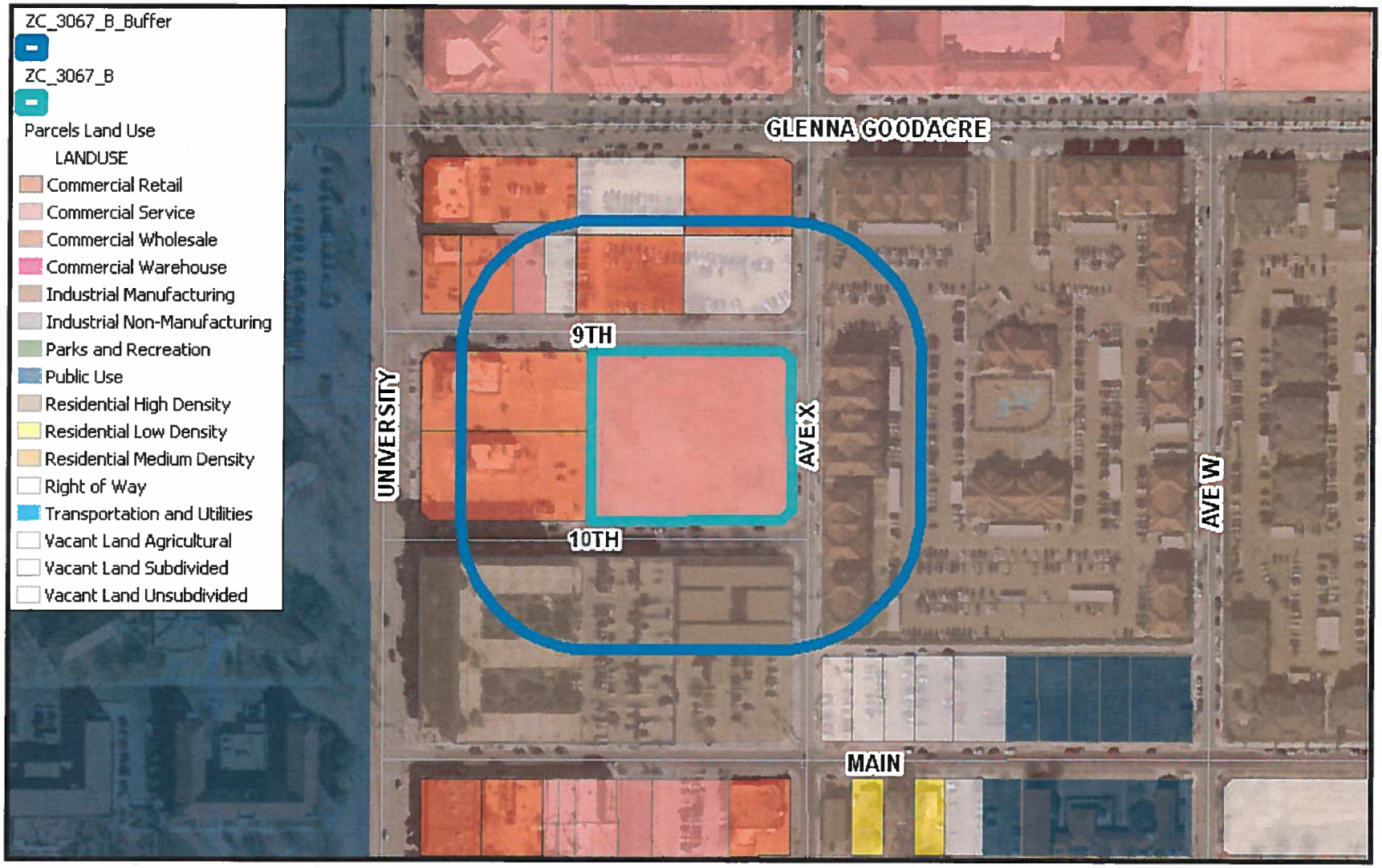
APPROVED AS TO FORM:

Chad Weaver, City Attorney

vw/CityAtt/Chad/Zones/ZC3067-B
August 11, 2014

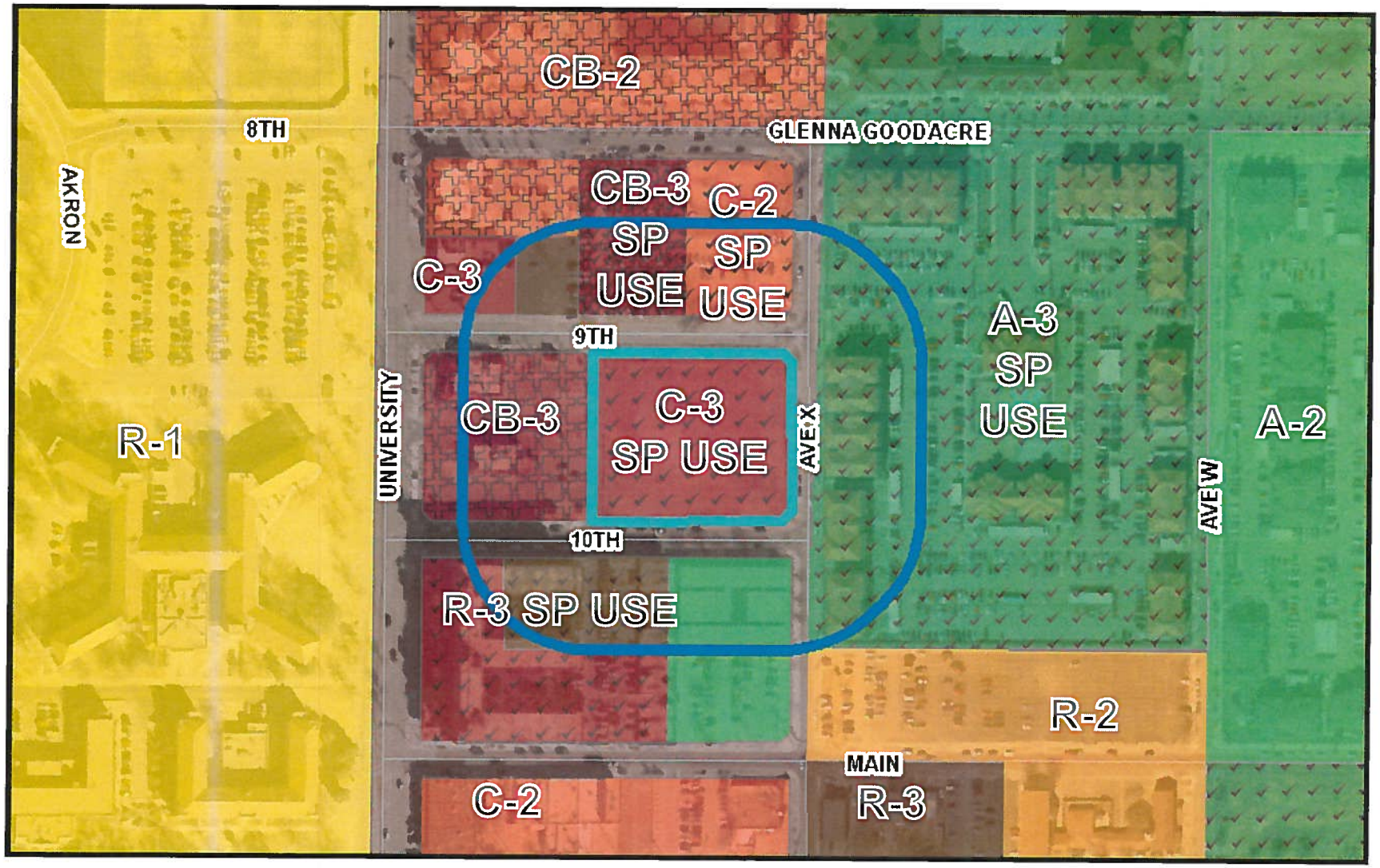


P.Z.C. Case 3067-B



P.Z.C. Case 3067-B

Request of Hugo Reed and Associates, Inc. (for Egenbacher Real Estate) for a zoning change from C-3 Specific Use to CB-2 Specific Use for a shopping center, 2407 9th Street



P.Z.C. Case 3067-B Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print)
Hugo Reed and Associates, Inc.
1601 Avenue N
Street/Post Office Box
Lubbock, Texas 79401
City State Zip
(806) 763-5642
Telephone

For
Egenbacher Real Estate
8002 Abbeville, Suite A
Street/Post Office Box
Lubbock, Texas 79424
City State Zip
806-771-0003
Telephone

Location or Address: 9th Street and Avenue X

Legal Description:* Tract 1B-2, Overton Park

Existing Land Use: Completed Retail Center

Existing Zoning: C-3 Specific Use

Acreage or Square Footage of Property: 2.05 acres

Zoning Requested: CB-2 Specific Use with the following conditions – Proponent wishes to have entire building considered a shopping center and thereby apply an overall parking ratio of 1:300 to the entire building (including the existing restaurant patio on east end). See Site Plan attached.

Proposed Development: Repurpose existing building

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

Terry Holeman
Applicant's Signature

July 15, 2014
Date

*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: $481 (Egenbacher #13837)
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

For City Use Only

PIN: 890-6 Map 1

Zone Case No.: 307-B

Agenda No.: 12

Request for zoning change from: C-3 SP use

To: CB-2 SP use

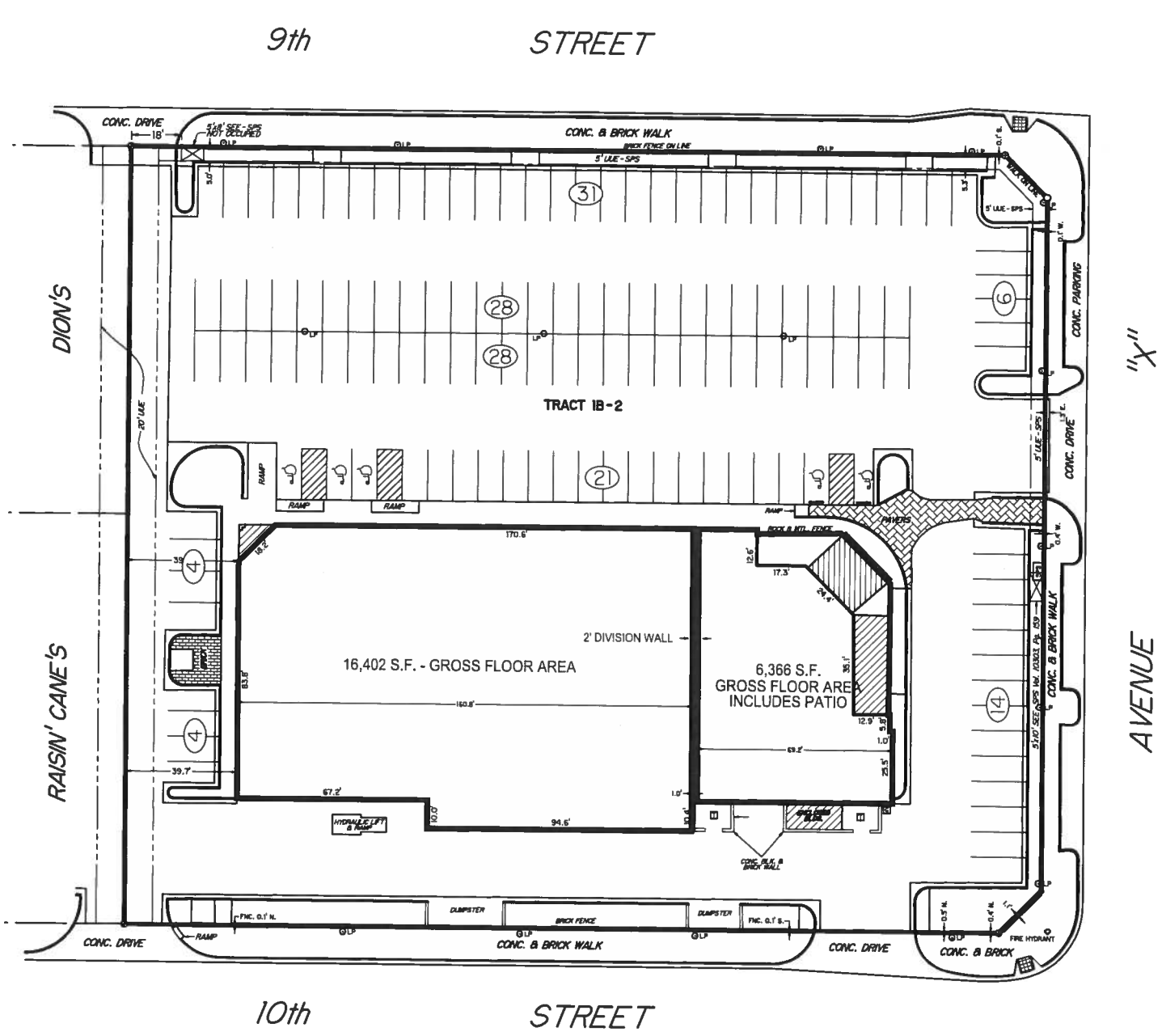
on Lot(s): 1 B 2

Block(s): —

Subdivision: overton Park

Address: 2407 9th St

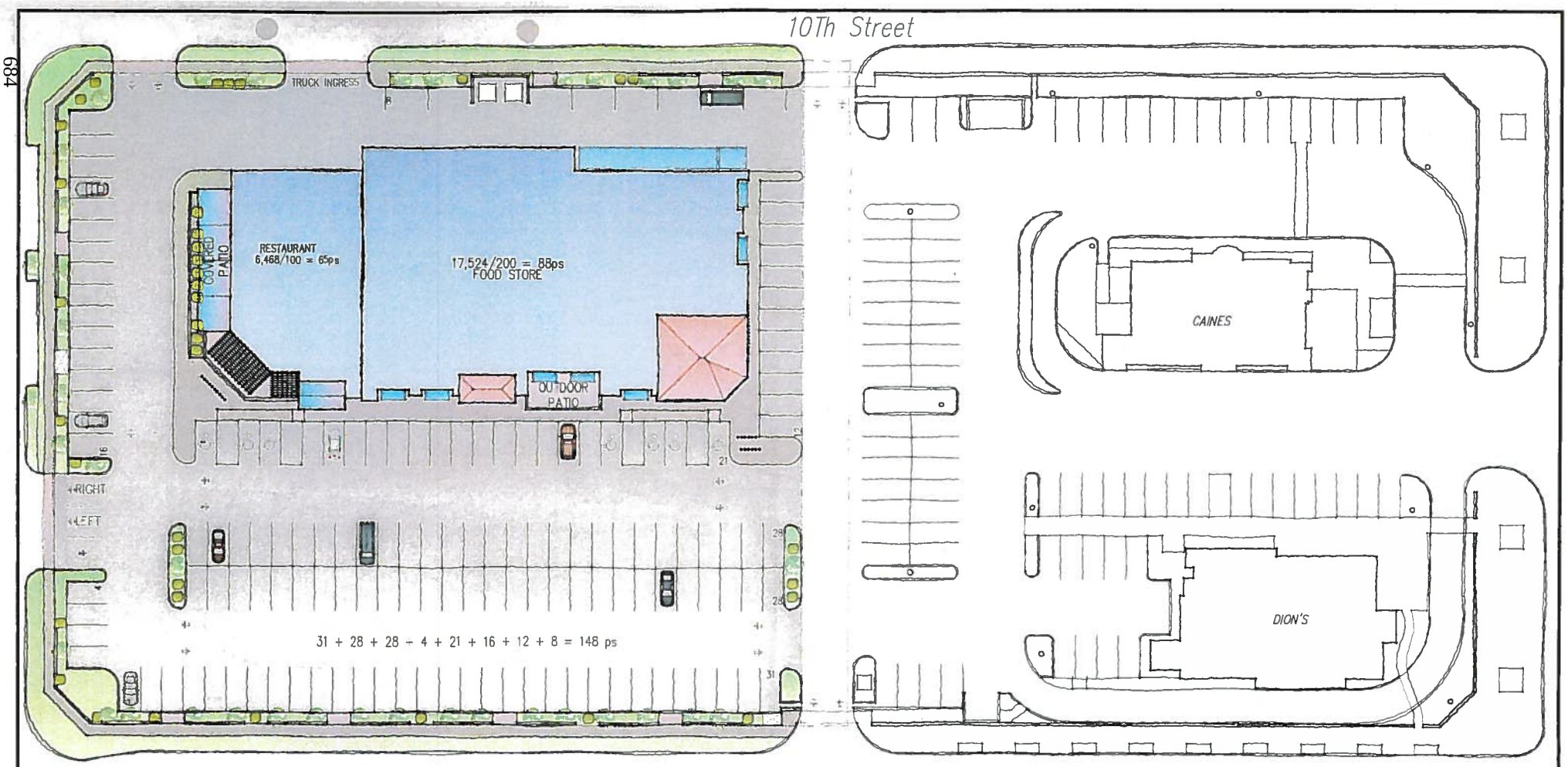
St



TOTAL BUILDING FOOTAGE = 22,768 (EXCLUDES INTERIOR 2' DIVISION WALL)

PARKING REQUIRED AT 1:300 RATIO _____ =76 SPACES
ON SITE PARKING PROVIDED _____ =136 SPACES
FOR RESTAURANTS WITH ALCOHOL SALES:
MAXIMUM ALLOWABLE GROSS FLOOR AREA AT 1:100 RATIO _____ =13,600 SF

HR HUGO REED AND ASSOCIATES, INC.



1 SITE PLAN
SCALE 1" = 40'-0"

SITE CALCULATIONS

STORE		RESTAURANT		PARKING	
1ST FLOOR SQ. FT.	16,324	1ST FLOOR SQ. FT.	6,468	TOTAL PARKING PROVIDED	148
2ND FLOOR SQ. FT.	1,200			TOTAL PARKING REQUIRED	153
TOTAL SQ. FT.	17,524			PARKING SPACES SHORT	5
TOTAL PARKING SPACES REQUIRED – 88		TOTAL PARKING SPACES REQUIRED – 65			
REQUIRED ACCESSIBLE PARKING – 4		REQUIRED ACCESSIBLE PARKING – 3		PARKING SPACE DIMENSIONS 9'X18'	

ZC-3067-A

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERNAL REVIEW UNDER AUTHORITY OF Michael Molina AIA TEXAS LICENSE # 17618

JDMA Inc.
ARCHITECTS
MEMBERS AMERICAN INSTITUTE OF ARCHITECTS

9TH STREET
RETAIL
OVERTON PARK
LUBBOCK, TEXAS

TITLE: SITE PLAN
DATE: JULY 13, 2009
DRAWN BY: jdlc
PROJECT NO: J20921
REFERENCE SHEET(S): –

SHEET NO.
SC1.0

10

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

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3067-B**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
AUG 01 REC'D
PLANNING DEPARTMENT

Print Name Tiffany Soto - University Pointe

Signature: Tiffany Soto

Address: 3333 Glenna Goodacre Blvd.

Address of Property Owned: Lubbock, Tx 79401

Zone Case Number: 3067-B 83267
LUBBOCK TWO ASSOCIATES LLC
ATTN GMH MANAGEMENT
PO BOX 530292

BIRMINGHAM AL 35253-0292

Regular City Council Meeting **6. 16.**

Meeting Date: 08/28/2014

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3096-C, a request of Hugo Reed and Associates, Inc., for Abbey Glen Partners, LLC, for a zoning change from A-2 to GO and R-1 Specific Use to R-1 Specific Use for garden homes on 8 acres of unplatted land out of Block E-2, Section 25, west of Slide Road and north of 114th Street, and consider an ordinance.

Item Summary

General comments:
The request is for a zone change from A-2 to GO and from R-1 Specific Use to R-1 Specific Use for garden homes. The proposal will extend the existing Garden Office zoning located at the corner of Chicago Avenue and 114th Street by 1.6 acres to the east. It will also change the existing single family homes with reduced setbacks to garden homes, extending the existing garden homes north by 6.4 acres.

Adjacent land uses:
N: R-1 Specific Use (vacant) and A-2 (vacant)
S: R-1 Specific Use (future garden homes) and T (vacant)
E: A-2 (vacant)
W: R-1 Specific Use (vacant) and GO (vacant)

Comprehensive Land Use Plan (CLUP):
The proposed changes are consistent with the CLUP as the area along 114th is intended for Garden Office zoning and garden homes are a residential low-density development.

Zoning Policy:
The request is consistent with zoning policy as the garden homes and garden office zoning provide a low intensity use for the adjacent neighborhood.

Effect on the adjacent street and thoroughfare system:
There should be little to no impact on the thoroughfare system. 114th Street is designated to be constructed as a major thoroughfare and should, at some point in the future, be built out as a full width thoroughfare.

Recommendations:
On August 7, 2014, the Planning &Zoning (P&Z) Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3096-C

Zone Case 3096-C

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3096-C;** A ZONING CHANGE FROM **A-2** TO **GO AND R-1 SPECIFIC USE TO R-1 SPECIFIC USE** FOR **GARDEN HOMES**, ON **EIGHT (8) ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 25,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

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

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

ZONE CASE NO. 3096-C

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **A-2** to **GO and R-1 Specific Use to R-1 Specific Use** for **garden homes** on **eight (8) acres of unplatted land out of Block E-2, Section 25,** City of Lubbock, Lubbock County, Texas, located at **west of Slide Road and north of 114th Street**, and being further described as follows:

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

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **A-2** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **west of Slide Road and north of 114th Street**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

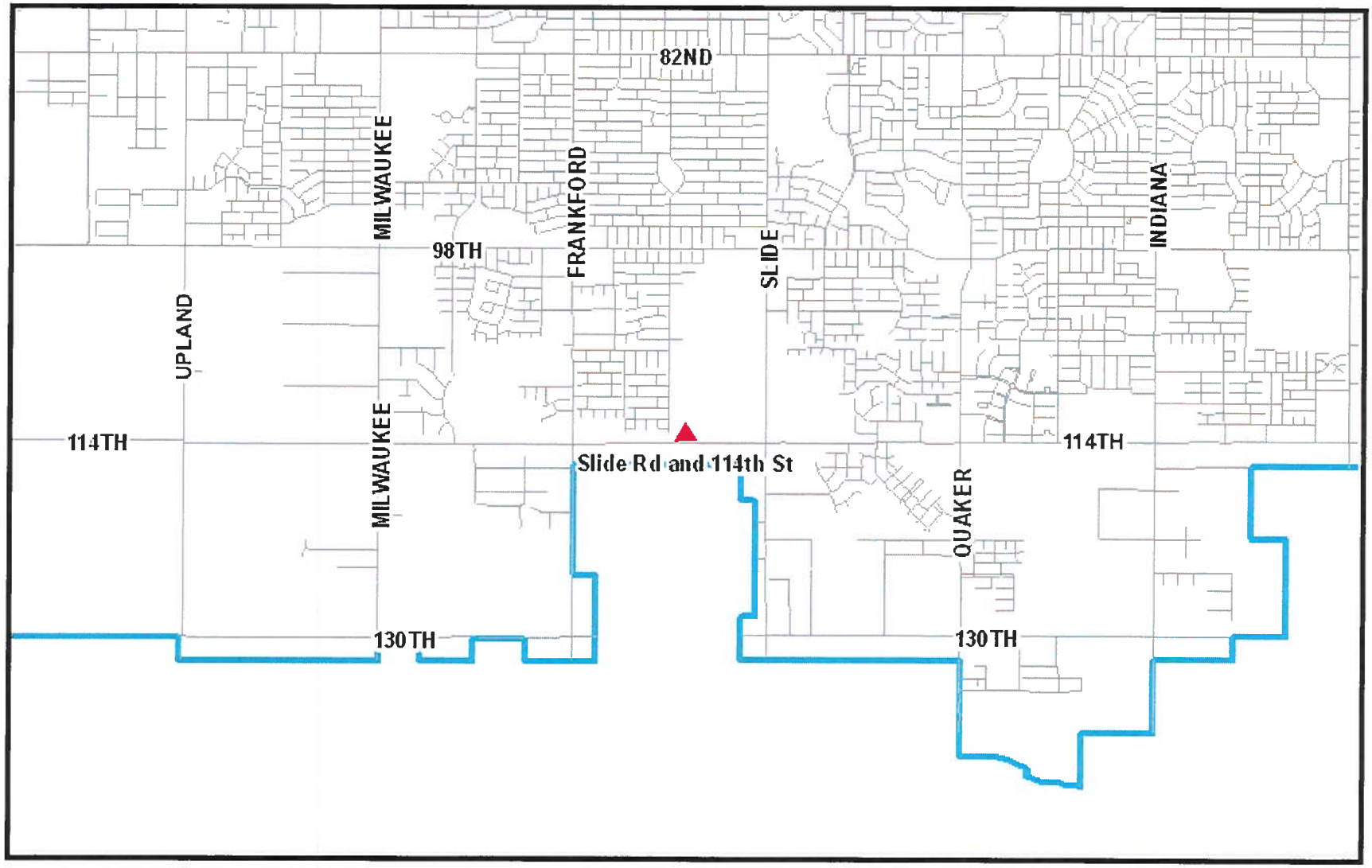
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

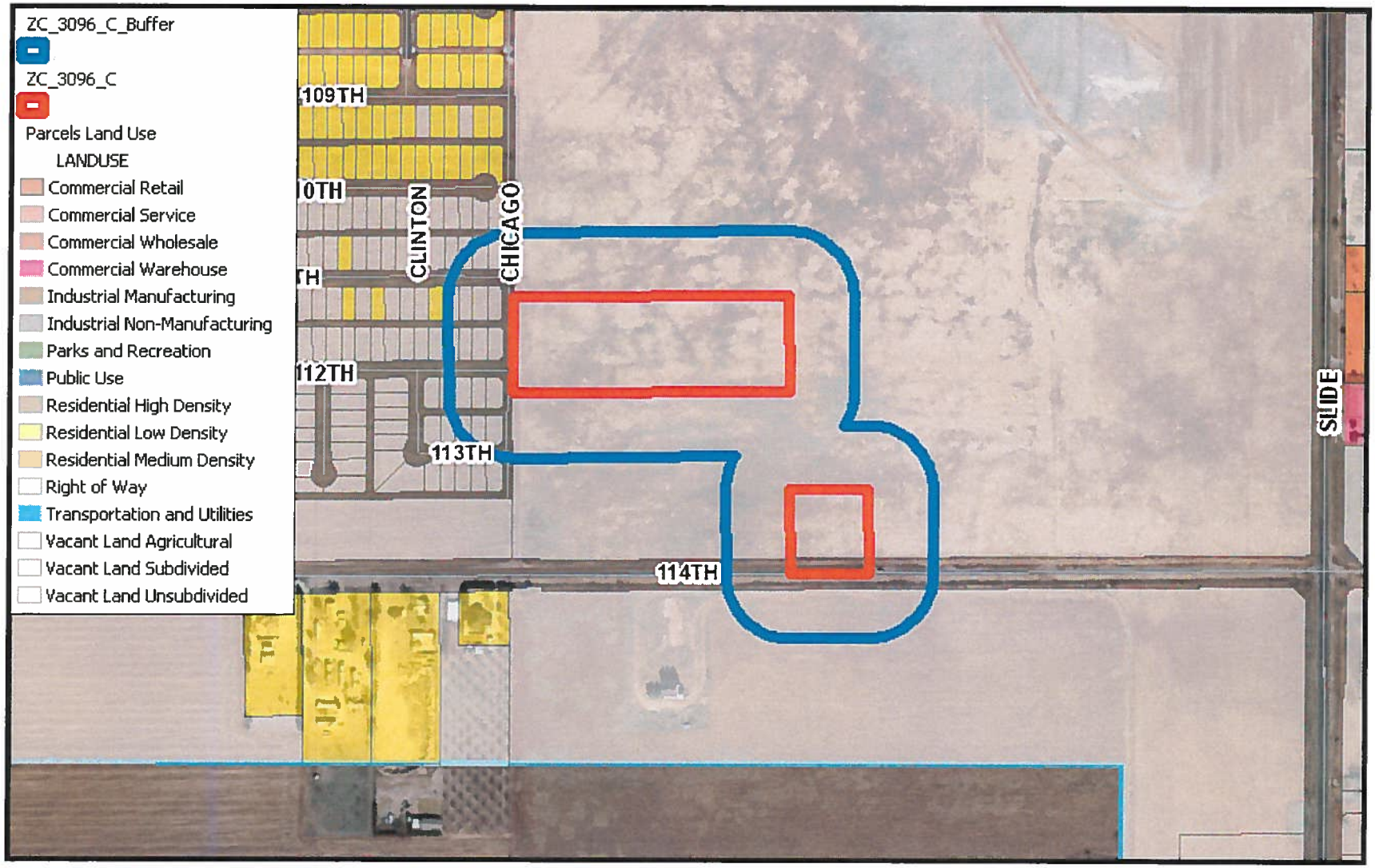
APPROVED AS TO FORM:

Chad Weaver, City Attorney

vw/CityAtt/Chad/Zones/ZC3096-C
August 11, 2014

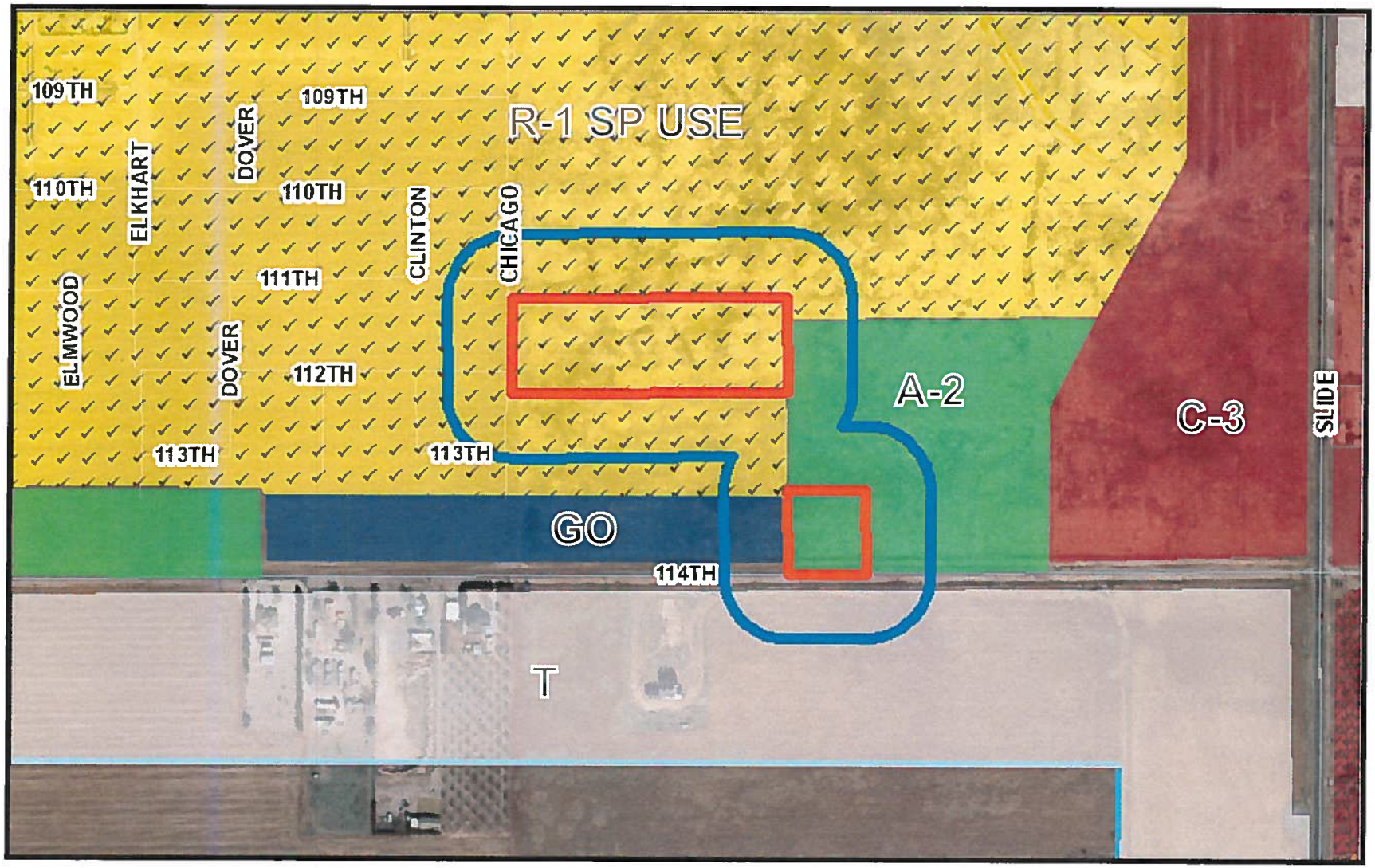


P.Z.C. Case 3096-C



P.Z.C. Case 3096-C

Request of Hugo Reed and Associates, Inc. (for Abbey Glen Partners, LLC) for a zoning change from A-2 to GO and R-1 Specific Use to R-1 Specific Use for garden homes, west of Slide Road and north of 114th Street



P.Z.C. Case 3096-C Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print)
Hugo Reed and Associates, Inc.
1601 Avenue N
Street/Post Office Box
Lubbock, Texas 79401
City State Zip
(806) 763-5642
Telephone

For
Abbey Glen Partners, LLC
17103 Preston Road, Suite 225
Street/Post Office Box
Dallas TX 75248-1389
City State Zip
214-850-8838
Telephone

Location or Address: Section 25, Block E-2

Legal Description:* See metes and bounds description attached

Existing Land Use: Vacant

Existing Zoning: GO, R-1 Specific Use (Garden Home), R-1 Specific Use, A-2

Acreage or Square Footage of Property: 8.0 Acres

Zoning Requested: R-1 Specific Use (Garden Home), Garden Office

Proposed Development: Phased single-family residential

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

Terry Holeman
Applicant's Signature

July 15, 2014
Date

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

Filing Fee: $496 (Ford Development #3620)
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

For City Use Only

M+B map 4L

Zone Case No.: 3046-C **Agenda No.:** 13

Request for zoning change from: A-2 to GO + R-1 spec. use to R-1 spec. use for garden homes **To:** _____

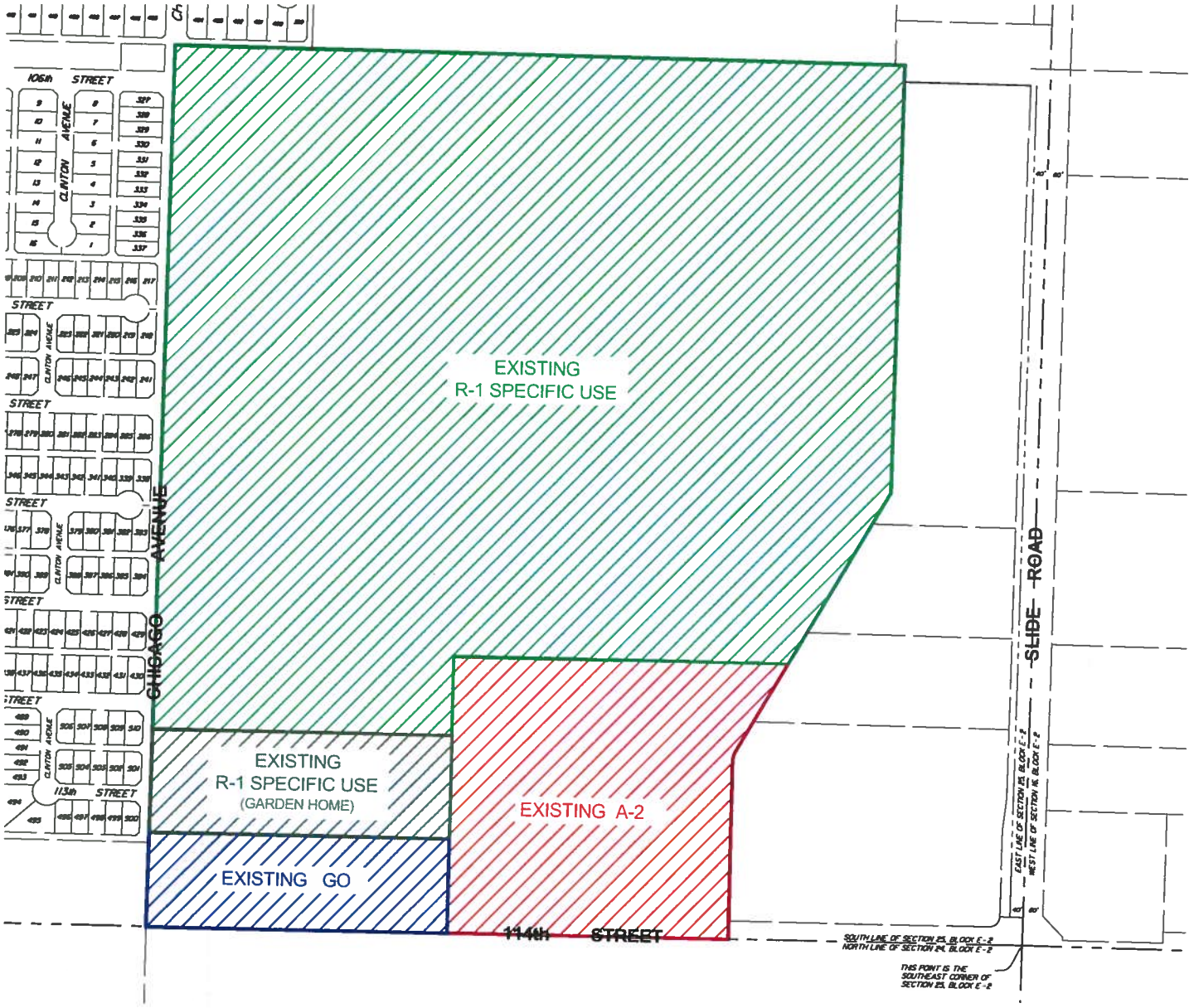
8.0 acres of unplatted land out of Block E-2, Section 25

on Lot(s): _____ **Block(s):** _____

Subdivision: _____ **Address:** West of Slide Rd and North of 114th St

694

SR

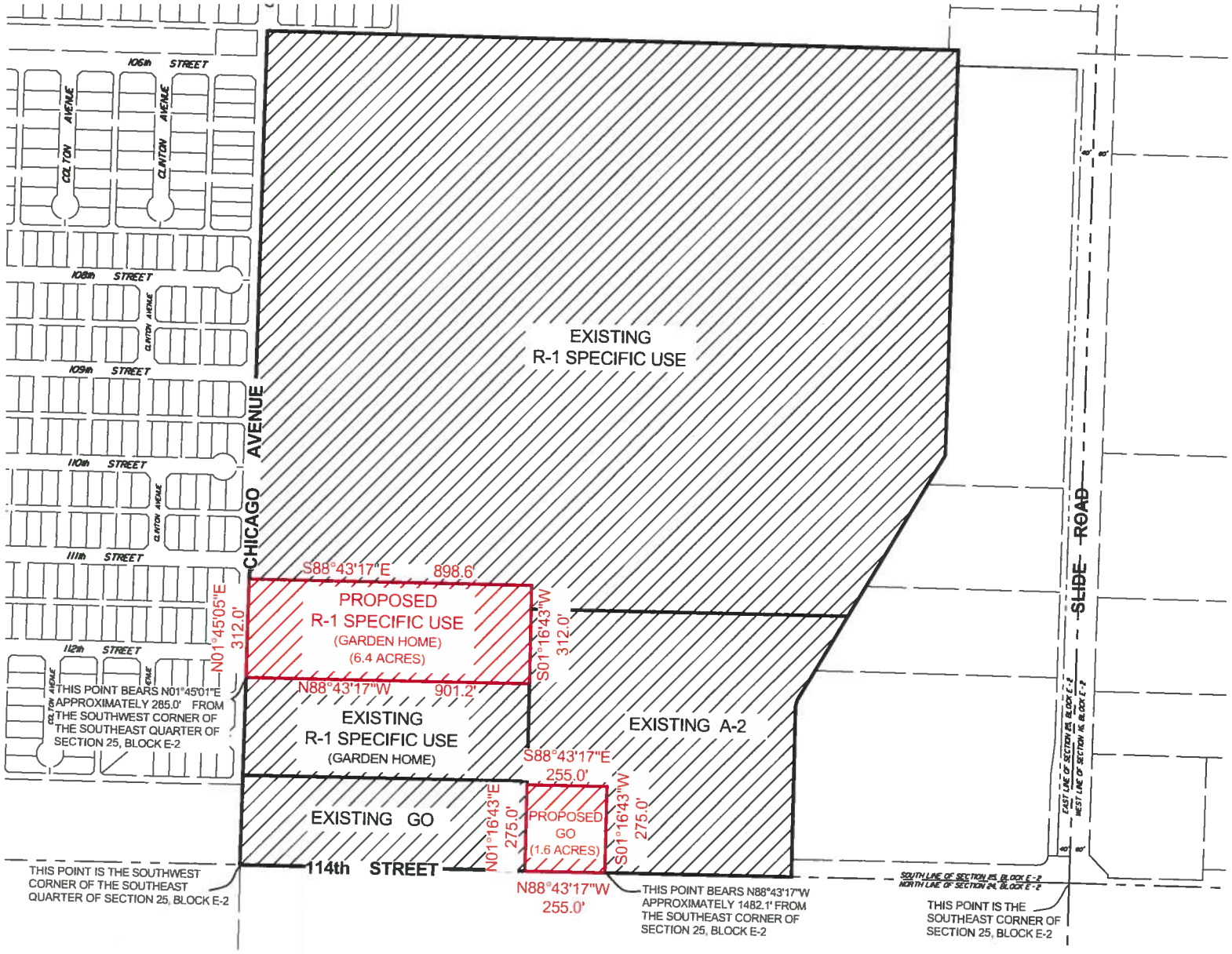


EXISTING ZONING LOCATED IN SECTION 25, BLOCK E-2

FORD DEVELOPMENT

HUGO REED AND ASSOCIATES, INC.

969



PROPOSED ZONING LOCATED IN SECTION 25, BLOCK E-2

FORD DEVELOPMENT

HUGO REED AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

PROPOSED R-1 SPECIFIC USE ZONING

METES AND BOUNDS DESCRIPTION of a tract of land located in Section 25, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the West line of the Southeast Quarter of Section 25, Block E-2, Lubbock County, Texas, for the Southwest corner of this tract which bears N. 01°45'01" E. an approximate distance of 597.0 feet from the Southwest corner of the Southeast Quarter of Section 25, Block E-2, Lubbock County, Texas;

THENCE N. 01°45'05" E., along the West line of the Southeast Quarter said Section 25, Block E-2, an approximate distance of 312.0 feet to a point for the Northwest corner of this tract;

THENCE S. 88°43'17" E. an approximate distance of 898.6 feet to a point for the Northeast corner of this tract;

THENCE S. 01°16'43" W. an approximate distance of 312.0 feet to a point for the Southeast corner of this tract;

THENCE N. 88°43'17" W. an approximate distance of 901.2 feet to the Point of Beginning.

Contains: Approximately 6.4 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

PROPOSED GARDEN OFFICE ZONING

METES AND BOUNDS DESCRIPTION of a tract of land located in Section 25, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South line of Section 25, Block E-2, Lubbock County, Texas, for the Southeast corner of this tract which bears N. 88°43'17" W. an approximate distance of 1482.1 feet from the Southeast corner of Section 25, Block E-2, Lubbock County, Texas;

THENCE N. 88°43'17" W., along the South line of said Section 25, Block E-2, an approximate distance of 255.0 feet to a point for the Southwest corner of this tract;

THENCE N. 01°16'43" E. an approximate distance of 275.0 feet to a point for the Northwest corner of this tract;

THENCE S. 88°43'17" E. an approximate distance of 255.0 feet to a point for the Northeast corner of this tract;

THENCE S. 01°16'43" W. an approximate distance of 275.0 feet to the Point of Beginning.

Contains: Approximately 1.6 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

Regular City Council Meeting **6. 17.**

Meeting Date: 08/28/2014

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3116-F, a request of Hugo Reed and Associates, Inc., for FP Investors 1, LLC, to amend the conditions of Ordinance 2009-O0038 to allow reduced setbacks on 47.3 acres of unplatted land out of Block AK, Section 4, south of 130th Street, north of 135th Street, east of Norfolk Avenue, and west of Indiana Avenue, and consider an ordinance.

Item Summary

General comments:
The request is for an amendment to the previous zone change to allow for reduced setbacks. It is not uncommon for new residential subdivisions to request reduced setbacks.

Adjacent land uses:
N: R-2 Specific Use and C-3 (vacant land)
S: R-1 Specific Use (vacant land)
E: Garden Office (vacant land)
W: R-1 Specific Use (Lubbock-Cooper Elementary School)

Comprehensive Land Use Plan (CLUP):
The request is in line with the CLUP which has this area outlined for residential low density. The proposed zoning maintains single family development, with added reduced setbacks.

Zoning Policy:
The trend in current development is towards reduced setbacks in new residential subdivisions. There have been no issues that have arisen from previous reduced setback zone cases. The request is in line with zoning policy.

Effect on the adjacent street and thoroughfare system:
There should be no effect on the adjacent streets or thoroughfare system.

Recommendations:
On August 7, 2014 the Planning &Zoning (P&Z) Commission recommended the request with a unanimous vote, with the following conditions:
1. For the R-1 lots:
a. 20’ front setback.
b. 5’ front setback on cul-de-sac lots.
c. 5’ side setbacks on corner lots, excluding Memphis Avenue with a 5’ side setback for fences.
d. 0’ rear setback for non-rear facing garages.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3116-F

Zone Case 3116-F

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NUMBER 2009-O0038 TO ADD A CONDITION TO ALLOW REDUCED SETBACKS ON 47.3 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 4, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

SECTION 1. THAT an additional condition is added to Section 1 of Ordinance No. 2009-O0038 to read as follows:

11. THAT for the R-1 Lots:
    a. 20' front setback
    b. 5' front setback on cul-de-sac lots.
    c. 5' side setbacks on corner lots, excluding Memphis Avenue with a 5' setback for fences.
    d. 0' rear setback for non-rear facing garages.

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

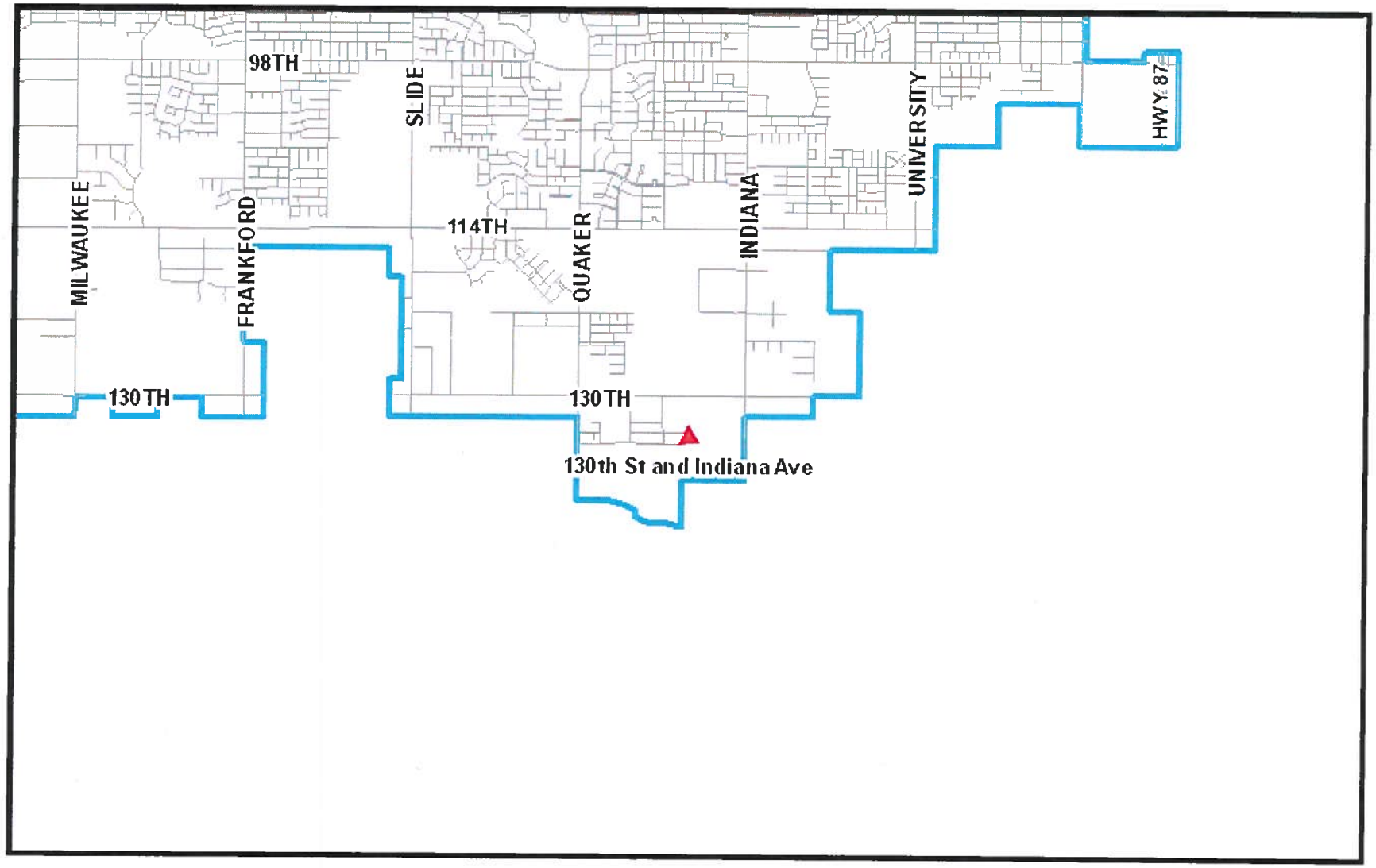
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

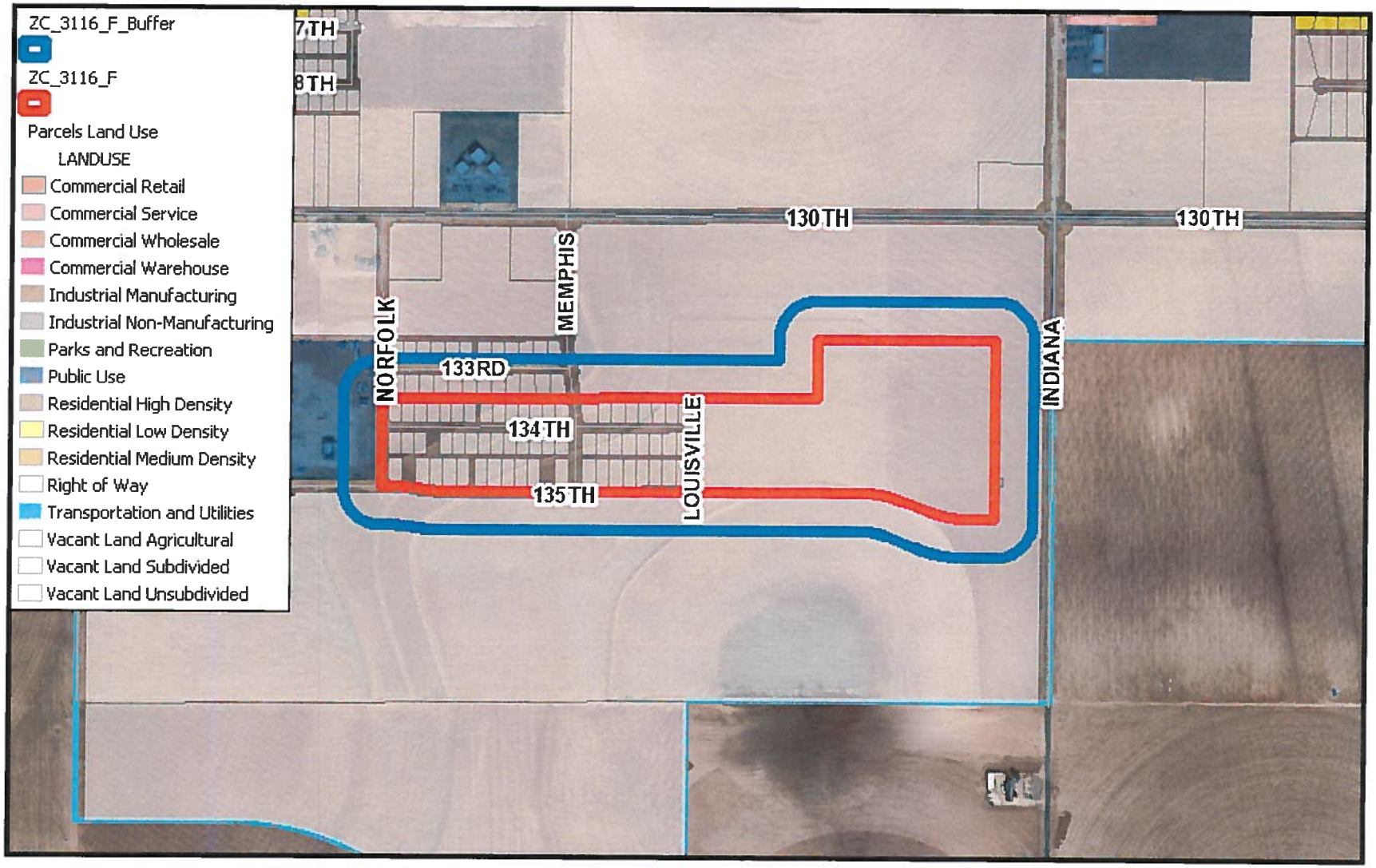
APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

vw:ccdocs/Amend ZC3116-F
August 11, 2014

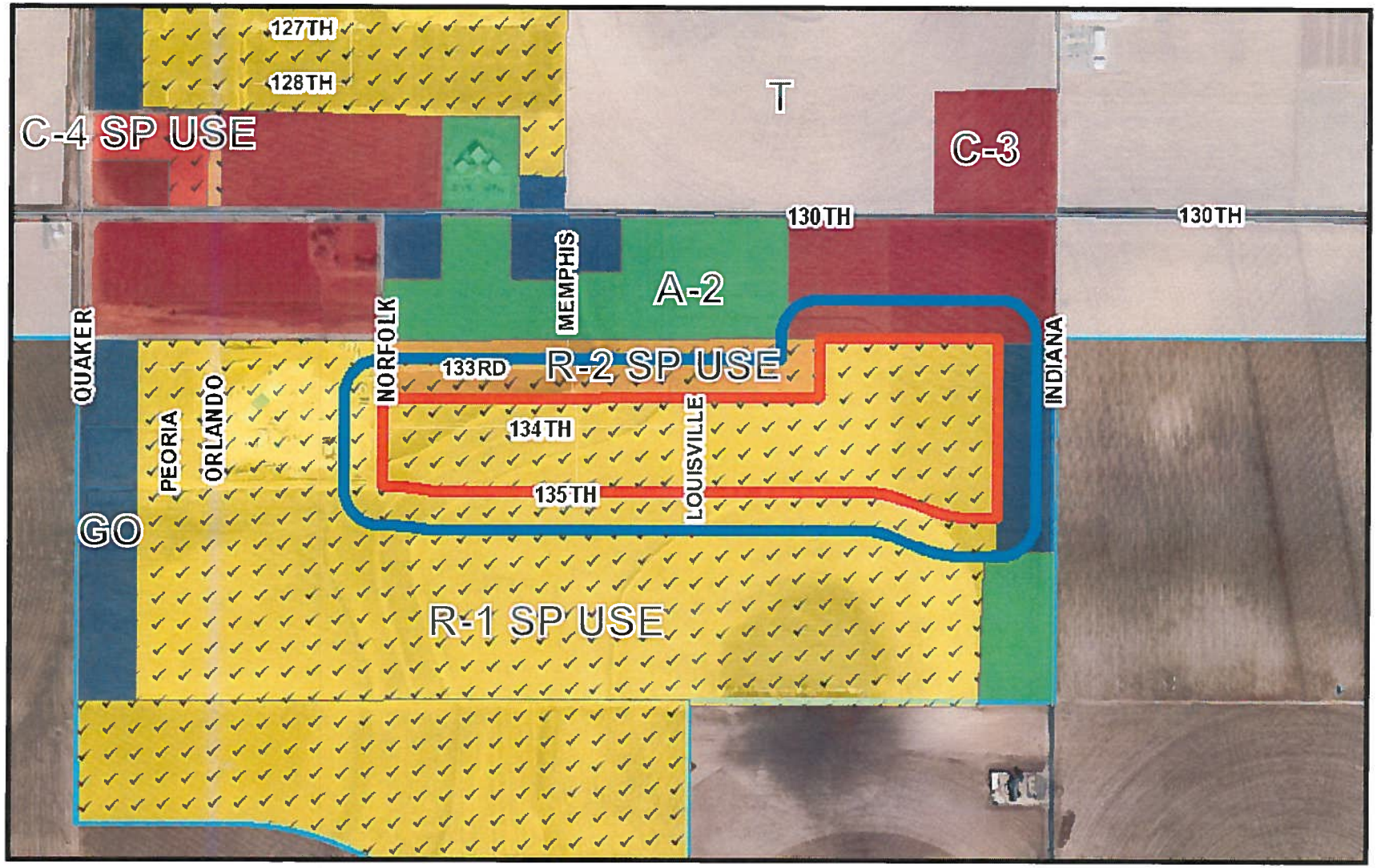


P.Z.C. Case 3116-F



P.Z.C. Case 3116-F

Request of Hugo Reed and Associates, Inc. (for FP Investors 1, LLC) to amend the conditions of Ordinance 2009-O0038 to allow reduced setbacks, south of 130th Street, north of 135th Street, east of Norfolk Avenue, and west of Indiana Avenue



P.Z.C. Case 3116-F Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print): Hugo Reed and Associates, Inc.
1601 Avenue N
Street/Post Office Box
Lubbock, Texas 79401
City State Zip
(806) 763-5642
Telephone

For: FP Investors 1, LLC
17103 Preston Road, Suite 225
Street/Post Office Box
Dallas TX 75248-1389
City State Zip
214-850-8838
Telephone

Location or Address: Section 4, Block AK

Legal Description:* See metes and bounds description attached

Existing Land Use: Residential

Existing Zoning: R-1 Specific Use

Acreage or Square Footage of Property: 47.3 Acres

Zoning Requested: R-1 Specific Use as follows: Front set-back to 20', Front setback on cul-de-sac lots to 5', Side set-back on end lots (Excluding Memphis) to 5'. Where 5' side setback is used, side fence must be placed at 5' set-back line. Non-rear facing garage may be constructed to a zero (0') rear set back.

Proposed Development: Phased single-family residential

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

Terry Holeman
Applicant's Signature

July 14, 2014
Date

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

Filing Fee: $616 (Ford Development #5060)
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

For City Use Only

MDS MAP 20

Zone Case No.: 3156 - F

Agenda No.: 14

Request for zoning change from: R-1 SU **To:** R-1 SU

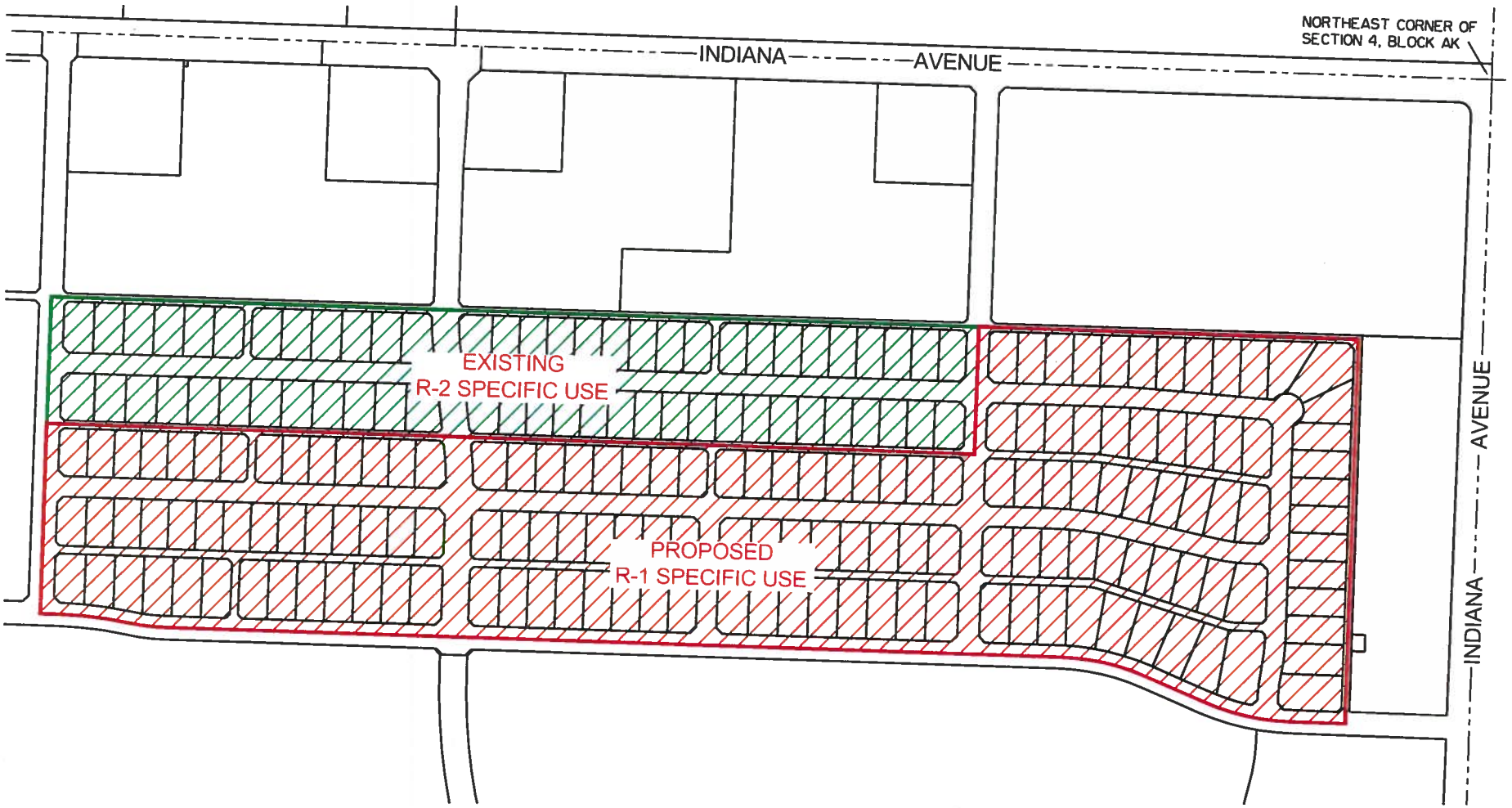
47.3 acres of unplatted land out of Block AK Section 4

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** south of 130th St, West of Indiana Ave

706

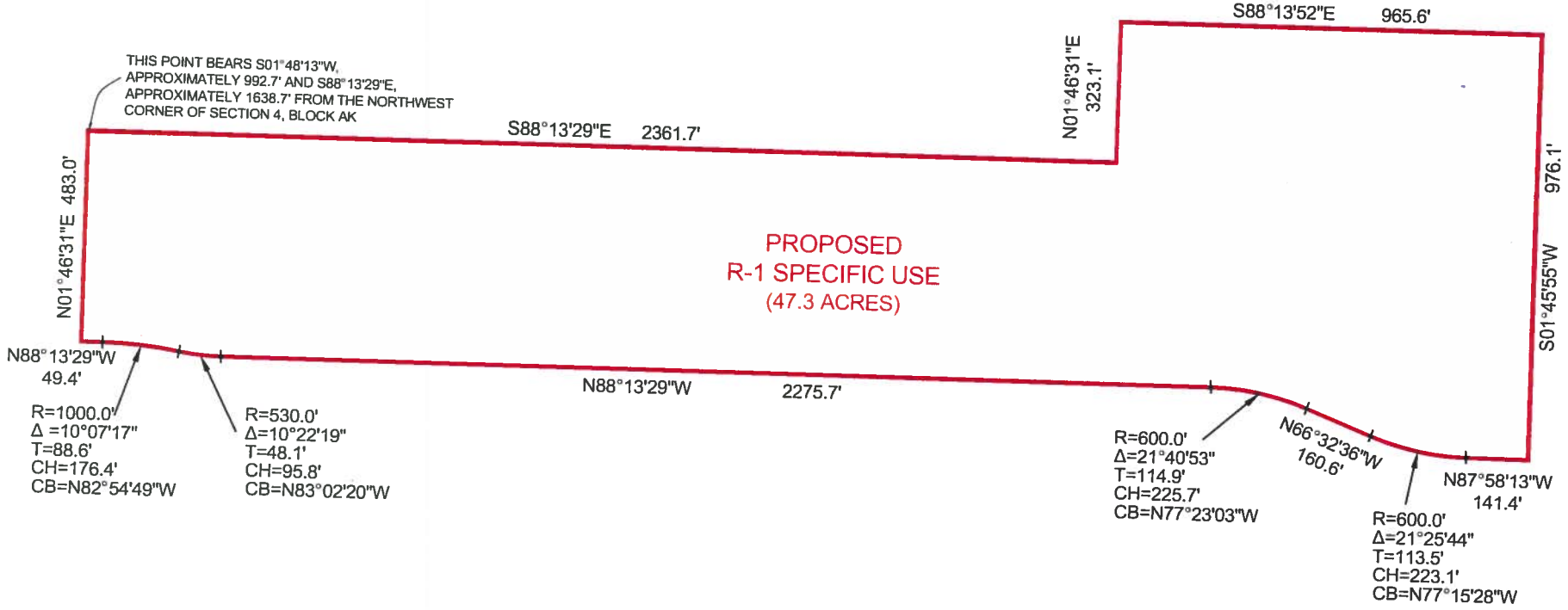
SR



PROPOSED ZONING LOCATED IN SECTION 4, BLOCK AK

FORD DEVELOPMENT

HR HUGO REED AND ASSOCIATES, INC.



PROPOSED ZONING LOCATED IN SECTION 4, BLOCK AK

FORD DEVELOPMENT

HUGO REED AND ASSOCIATES, INC.

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

LAND SURVEYORS
CIVIL ENGINEERS

PROPOSED R-1 SPECIFIC USE ZONING

METES AND BOUNDS DESCRIPTION of a tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northwest corner of this tract, which bears S. 01°48'13" W. an approximate distance of 992.7 feet and S. 88°13'29" E. an approximate distance of 1638.7 feet from the Northwest corner of Section 4, Block AK, Lubbock County, Texas;

THENCE S. 88°13'29" E. an approximate distance of 2361.7 feet to a point for a corner of this tract;

THENCE N. 01°46'31" E. an approximate distance of 323.1 feet to a point for a corner of this tract;

THENCE S. 88°13'52" E. an approximate distance of 965.6 feet to a point for the Northeast corner of this tract;

THENCE S. 01°45'55" W. an approximate distance of 976.1 feet to a point for the Southeast corner of this tract;

THENCE N. 87°58'13" W. an approximate distance of 141.4 feet to a point of curvature;

THENCE Northwesterly, along a curve to the right, said curve having a radius of approximately 600.0 feet, a central angle of 21°25'44", approximate tangent lengths of 113.5 feet, a chord distance of approximately 223.1 feet and a chord bearing of N. 77°15'28" W. to a point of tangency;

THENCE N. 66°32'36" W. an approximate distance of 160.6 feet to a point of curvature;

THENCE Northwesterly, around a curve to the left, said curve having a radius of approximately 600.0 feet, a central angle of 21°40'53", approximate tangent lengths of 114.9 feet, a chord distance of approximately 225.7 feet and a chord bearing of N. 77°23'03" W. to a point of tangency;

THENCE N. 88°13'29" W. an approximate distance of 2275.7 feet to a point of curvature;

THENCE Northwesterly, around a curve to the right, said curve having a radius of approximately 530.0 feet, a central angle of 10°22'19", approximate tangent lengths of 48.1 feet, a chord distance of approximately 95.8 feet and a chord bearing of N. 83°02'20" W. to a point of reverse curvature;

THENCE Northwesterly, along a curve to the left, said curve having a radius of approximately 1000.0 feet, a central angle of 10°07'17", approximate tangent lengths of 88.6 feet, a chord distance of approximately 176.4 feet and a chord bearing of N. 82°54'49" W. to a point of tangency;

THENCE N. 88°13'29" W. an approximate distance of 49.4 feet to a point for the Southwest corner of this tract;

THENCE N. 01°46'31" E. an approximate a distance of 483.0 feet to the Point of Beginning.

Contains: Approximately 47.3 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

Regular City Council Meeting **6. 18.**

Meeting Date: 08/28/2014

Information

Agenda Item

Board Appointments - City Secretary: Consider six appointments to the Appointments Advisory Board, one appointment to the Canadian River Municipal Water Authority, one appointment to the Civic Lubbock, Inc. Board of Directors, one appointment to the Keep Lubbock Beautiful Advisory Committee, one appointment to the Model Codes & Construction Advisory Board, four appointments to the Permit & License Appeal Board, one appointment to the Water Board of Appeals, and one appointment to the Zoning Board of Adjustment.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Regular Session Board Appointments

BOARD APPOINTMENTS FOR
CITY COUNCIL MEETING, AUGUST 28, 2014 - REGULAR SESSION

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
	1	APPOINTMENTS ADVISORY BOARD	BOWEN, JOHN	09.01.14	67%	MAYOR	REAPPOINT/REPLACE	Y
			CALVILLO, MICHAEL	09.01.14	50%	DISTRICT 2	REAPPOINT/REPLACE	Y
			ELLIS-ROACH, PHEBE	09.01.14	75%	DISTRICT 6	REAPPOINT	Y
			HORKEY, ANN	09.01.14	N/A	DISTRICT 6	REPLACE	N/A
			JOHNSON, NORMA	09.01.14	58%	DISTRICT 4	REPLACE	Y
			PATRICK, KEITH	09.01.14	92%	DISTRICT 3	REAPPOINT	Y
	2	CIVIC LUBBOCK, INC. BOARD OF DIRECTORS	LOWELL, WILLIAM	08.01.14	N/A		REPLACE	N/A
	3	KEEP LUBBOCK BEAUTIFUL ADVISOR COMMITTEE	BASS, TOTSEY	06.01.16	N/A		DECLINED/REPLACE	N/A
	4	MODEL CODES & CONSTRUCTION ADVISORY BOARD	ROBERTSON, BERHL	10.01.15	N/A	FACILITIES MANAGER	RESIGNED/REPLACE	N/A

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

Applicants No Preference

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
01/27/2011	Aguero	Olga	Female	Hispanic or Latino				1
11/04/2010	Arnett	Claire	Female	Anglo	50-59	Education	Covenant School of Nursing	4
06/18/2010	Ashley	Kyle	Male	Anglo	40-49	CEO	Alliance Federal Credit Union	4
01/27/2011	Bass	Byrn	Male	Anglo				6
10/28/2010	Beck	Jim	Male	Anglo	50-59	Professor of Mission	Lubbock Christian University	6
07/01/2003	Bennett	James	Male	Anglo	50-59		Economic Development	4
11/02/2010	Bentley	Donnie	Male	Anglo	60+	Owner	Don Bentley Roofing Co.	3
02/17/2010	Berk	Shirley	Female	Anglo	50-59			6
02/02/2010	Berry	Timothy	Male	Anglo	40-49	Paramedic	UMC Lubbock EMS	5
03/24/2010	Berryhill	Korbi	Female	Anglo		RN Instructor	South Plains College, Reese	5
11/01/2010	Beversdorf	Cynthia	Female	Anglo	40-49			5
10/27/2010	Beversdorf	Fredrick	Male	Anglo	50-59	Senior Training Instructor	Atmos Energy	5
10/28/2010	Billings	Toby	Male	Anglo	30-39	Custodial Staff	Broadway Church of Christ	1
10/28/2010	Bosscher	Karen	Female	Anglo	50-59	Business Manager	Hemmo A. Bosscher, MD.	4
10/26/2010	Bryant	Gary	Male	African-American	40-49	House Manager	Lubbock Faith Center	2
03/05/2013	Castro	Joel	Male	Hispanic or Latino	50-59	Associate Superintendent	LISD	3
10/28/2010	Clayton	Letitia	Female	Anglo	40-49	Orthopedic Tech	Dr. Kenneth Stephenson	5
07/06/2009	Coppola	Martin	Male	Anglo	40-49	Associate Professor & Program Director	Texas Tech HSC	5
10/25/2010	Craig	Karl	Male	Anglo	60+			5
07/22/2004	Craig	Mickey	Male	Anglo	60+		Retired	2
07/01/2010	Davenport	Cory	Male	Anglo		Graduate Student	Texas Tech University	6
11/15/2010	Dingle	Darnell	Female	Anglo	60+			5
01/14/2010	Dulin	Jim	Male	Anglo	60+	Judge	Lubbock County	4
12/06/2010	Dumas	Seanloui	Male	African-American	18-29	CEO	Unite Clothing	
02/15/2010	Eggenberger	Florence	Female	Anglo	60+			6
11/29/2010	Elliott	John	Male	Anglo	60+	Banking	Southwest Bank	4
01/14/2010	Epps	Mike	Male	Anglo	50-59	CFO	American State Bank	5
11/02/2010	Finley	Kathleen	Female	Anglo	40-49	Captain	Lubbock Co. Sheriff's Office	4
10/27/2010	Ford	Laura	Female	Hispanic or Latino	30-39	Clinic Manager	Lubbock Regional MHMR	1
12/01/2010	Gerlach	Mary	Female	Anglo	40-49			3
10/29/2010	Gifford	Gretchen	Female	Anglo	18-29	Legal Secretary	Buerner, Dennis, & Franklin	4
11/08/2010	Green	Velda	Female	Anglo	50-59	Non-Profit Relations		5
04/19/2010	Griswold	Mary	Female	Anglo	50-59	Activities/Edcuation Director	Redr Frame & Art	4
10/28/2010	Guetersloh	Mary	Female	Anglo	60+		Self-Employed	
03/05/2008	Hamer	Darla	Female	Anglo	40-49	Banker	Peoples Bank	6
01/27/2011	Hamilton	Charlie	Male	Anglo				4

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
09/06/2006	Harvey	Larry	Male	Anglo	40-49	Architect	Chapman Harvey Architects	4
08/23/2005	Harvill	Natalie	Female	Anglo	30-39	Structural Engineer	Parkhill, Smith & Cooper	5
01/14/2010	Henry	Alan	Male	Anglo	60+	Insurance Agent	Alan Henry Insurance	3
06/10/2009	Henson	Matthew	Male	Anglo	30-39	Self Employed	Matt Henson Inc.	5
11/11/2010	Herrera	Gilbert	Male	Hispanic or Latino	60+	Evangelist	Gilbert Herrera Evangelistic Association	4
11/15/2010	Jackson	Emma	Female	African-American	60+			2
02/22/2010	Jackson	Winnie	Male	Anglo	60+	Retired Minister		4
02/19/2010	Jones	Glenn	Male	Anglo	60+			5
11/01/2010	Kinserlow	Ray	Male	Anglo	60+			4
	Ladd	Rusty	Male	Anglo		Judge	Lubbock County Courthouse	
02/22/2010	Letalien	Sharon	Female	Anglo	50-59	Registered Nurse LISD	Lubbock ISD	4
12/08/2010	Madison	Harvey	Male	Anglo	60+	Photography	Madison Photography	4
10/27/2011	McDonald	Carroll	Male	Anglo	60+			1
10/27/2011	McDougal	Marc	Male	Anglo	40-49		McDougal Companies	4
11/09/2010	Mitchell	Walter	Male	Anglo	30-39	Pastor	Westminister Presbyterian Church	4
11/05/2010	Moret	Mary	Female	Anglo	60+			
10/29/2010	Morton	Michael	Male	Anglo	50-59	Captain	Salvation Army	5
11/30/2010	Morton	Philip	Male	Anglo	30-39	Associate Director	Texas Tech	5
10/27/2011	Musselman	Robert	Male	Anglo				6
01/10/2002	Noble	Brent	Male	Anglo			Service Title	4
11/12/2012	Osborne	John	Male	Anglo	40-49	President & CEO	LEDA / MLI	
10/26/2010	Peel	James	Male	Anglo	30-39	Pastor	First Christian Church	4
11/05/2010	Perry	Wilson	Male	African-American	50-59		City of Lubbock	1
11/01/2010	Pickett	Benjamin	Male	Anglo	40-49	Associate Minister	Monterey Church of Christ	4
12/01/2006	Podrebartz	Keith	Male	Anglo	30-39	Counselor	Texas Tech University	1
	Putteet	Janis	Female	Anglo		Vice President	United Way - Lubbock	
08/01/2003	Rangel	Andrea	Female	Hispanic or Latino	40-49		South Plains College	5
11/01/2010	Read	Alan	Male	Anglo	60+	Agent	AFLAC	5
	Rios	Roy	Male	Hispanic or Latino			Women's Protective Services	2
10/19/2010	Rothwell	Gary	Male	Anglo	50-59	Real Estate Investor	Gary Rothwell Inc	5
08/09/2012	Ruiz	Pete	Male	Hispanic or Latino	30-39	Accountant	Gene Messer	5
01/13/2010	Satterwhite	Letha	Female	Anglo	50-59	Registered Nurse	University Medical Center	3
04/29/2008	Schmedes	Gregg	Male	Anglo		Medical Student	Texas Tech	6
06/08/2004	Sepeda	Esther	Female	Hispanic or Latino		President/CEO	Lubbock Hispanic Chamber of Commerce	4
05/27/2010	Smith	David	Male	Anglo	30-39	Construction Director	Lee Lewis Construction	5
06/28/2012	Spitzer	Michelle	Female	Anglo	50-59	CFO	Sunwest Construction Inc.	4
04/01/2008	Stephens	Sherry	Female	Anglo	30-39	Administrative Assistant	High Plains Water District	5

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
05/17/2012	Stephenson	Pat	Male	Anglo	50-59	Service Manager	Bruce Thornton Air Conditioning	4
01/27/2011	Stevens	Mike	Male	Anglo				5
11/01/2010	Swoboda	Tami	Female	Anglo	40-49	Grants & Communications	Lubbock Area Foundation	3
05/08/2013	Tinsley	Matt	Male	Anglo	40-49	Practice Administrator	Lubbock Surgical Associates	5
11/30/2010	Triplett	Douglass	Male	Anglo	60+	Adjunct Professor	Lubbock Christian University	6
08/08/2013	Walz	Donna	Female	Anglo				5
12/01/2006	Walz	John	Male	Anglo	60+	Attorney	Retired	5
02/20/2004	Warren	Steven	Male	Anglo	50-59	Engineer	(806) 748-4490	1
10/01/2007	Wierzba	Susan	Female	Anglo	40-49	Partner/ Director	8067982299	5
10/06/2006	Wilkerson	David	Male	Anglo	40-49	Real Estate Developer	Wilkerson Properties	5
01/27/2011	Wilkes	Morris	Male	Anglo				
12/02/2010	Williams	Shirley	Female	African-American	60+	Career Consultant	Workforce Solutions	2
02/24/2010	Woordward	Tracey	Female	Anglo	50-59	Registered Nurse	Covenant School of Nursing	4
11/20/2007	York	Martha	Female	Anglo		Real Estate Broker	The Real Estate Company	5
	Young	Andy	Male	Anglo				5

APPOINTMENTS ADVISORY BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.1%	60.0% (9)
Hispanic	32.6%	27.6%	9.6%	20.0% (3)
African-American	8.7%	7.4%	9.0%	13.3% (2)
Other	3.7%	4.0%	4.3%	6.7% (1)
GENDER				
Male	48.5%	49.0%	73.8%	53.3% (8)
Female	51.5%	51.0%	26.2%	46.7% (7)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.2%	6.7% (1)
District 2	16.4%	12.7%	4.6%	13.3% (2)
District 3	16.3%	16.1%	13.6%	13.3% (2)
District 4	17.0%	17.0%	18.8%	13.3% (2)
District 5	16.7%	19.4%	29.0%	40.0% (6)
District 6	17.3%	19.9%	19.5%	6.7% (1)
Other/Unknown	0.0%	0.0%	4.3%	6.7% (1)

PURPOSE:
Permanent advisory board maintains data bank and clear written guidelines for appointments and updates annually. Oversees marketing plan for soliciting qualified applicants and increasing public opportunities for board service. Advises the City Council regarding qualified appointees; assists in new member orientation and presents annual demographics report.

QUALIFICATIONS: Each Council Member shall appoint two members to the board; and the Mayor shall appoint three members

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Bowen, John (M,A,5)	Mayor	67%	Y	Reappoint/Replace
Calvillo, Michael (M,H,2)	District 2	50%	Y	Reappoint/Replace
Ellis-Roach, Phebe (F,A,6)	District 6	75%	Y	Reappoint
Horkey, Ann (F,A,3)	District 6	N/A	N/A	Replace
Johnson, Norma (F,H,4)	District 4	58%	Y	Replace
Patrick, Keith (M,A,7)	District 3	92%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To reappoint John Bowen, Michael Calvillo, Phebe Ellis-Roach, & Keith Patrick

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS - CONTINED:

To replace Ann Horkey, District 6:
David Frisbie (M,H,6) Title One

To replace Norma Johnson, District 4:
Chad Hill (M,A,4) Plains Capital Bank
Esther Sepeda (F,H,4)

Boards & Commissions Admin Site

Application #: 2369 **Entry Date: 8/5/2014** **Active?** ☑ **Last Login Date: 8/5/2014** << Application List

Email: david@t1title.com Change Email

Personal Information **Edit**

Name: Mr. David Frisbie **Nick Name:** **District:** 6

Address: 4414 14th Street, Lubbock, TX 79416 **Phone:** (806) 787-7460 (home)

Demographic Information **Edit**

Registered Voter: YES **Resident of Lubbock:** 32 year(s)

Ethnic Background: Hispanic or Latino **Gender:** Male **Age:** 30-39

Work Information **Edit**

Occupation: Executive Vice President **Work Email:** david@t1title.com **Fax Number:** (806) 771-0663 **Business Telephone:** (806) 771-7770

Business Name: Title One, Digital Title Services, LLC **Business Address:** Lubbock, TX 79424

Experience and education or interest: **Edit**

NONE

Prior service on a Board and/or Commission for the City of Lubbock: **Edit**

NONE

Boards Preference **Add Preference**

Pref #	Board	Qualification
No records to display.		

Reason that may cause a conflict of interest: **Edit**

NONE

Contracts or perform services with the City of Lubbock: **Edit**

NONE

Reference **Add Reference**

Ref #	First Name	Last Name	Daytime Phone	Business Phone		
1	Cyril	Reasoner	(806) 747-4481		Edit	✕
2	Brad	Elder	(806) 771-7770		Edit	✕

Agreement:

☐ Agree to have the information entered in The Volunteer Center of Lubbock Agency Board Bank

Areas of Interest: **Edit**

Referred By: **Edit**

Jacob Seideman

Current Service: Add To Board

Boards & Commissions Admin Site

Application #: 1206 **Entry Date: 6/8/2004** **Active?** ☑ **Last Login Date:** << Application List

Email: Create Account

Personal Information **Edit**

Name: Ms. Esther Sepeda **Nick Name:** **District:** 4

Address: , , **Phone:** 8067912645 (home) 8067770870 (cell)

Demographic Information **Edit**

Registered Voter: NO **Resident of Lubbock:**

Ethnic Background: Hispanic or Latino **Gender:** Female **Age:**

Work Information **Edit**

Occupation: President/CEO **Work Email:** **Fax Number:** 8067632124 **Business Telephone:** 8067625059

Business Name: Lubbock Hispanic Chamber of Commerce **Business Address:** Lubbock, TX 79408

Experience and education or interest: **Edit**

NONE

Prior service on a Board and/or Commission for the City of Lubbock: **Edit**

NONE

Boards Preference **Add Preference**

Pref #	Board	Qualification
No records to display.		

Reason that may cause a conflict of interest: **Edit**

NONE

Contracts or perform services with the City of Lubbock: **Edit**

NONE

Reference **Add Reference**

Ref #	First Name	Last Name	Daytime Phone	Business Phone
No records to display.				

Agreement:

☐ Agree to have the information entered in The Volunteer Center of Lubbock Agency Board Bank

Areas of Interest: **Edit**

Referred By: **Edit**

Current Service: Add To Board

City of Lubbock
Board and Commision Recruiting Database

Updated: 7/22/2014

Appointments Advisory Board

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
06/03/2014	Hill	Chad	M	A	18-29	Banker	PlainsCapital Bank	4
05/18/2014	McAdoo	Alex	M	AA	40-49	Educator	Wayland Baptist University	5
03/05/2008	Sosebee	Rick	M	A	50-59	Fire Protection Contractor	Koetter Fire Protection	3
Second Preference								
12/15/2004	Ho	"Peter"	M	AI	40-49	Opthalmologist	Lubbock Eye Clinic	6
05/16/2014	Moore	Lana	F		50-59	Housewife		1
Third Preference								
Fourth Preference								
Fifith Preference								
Sixth Preference								
03/04/2014	Mendoza	Jesus	M	H	30-39	commercial lender	First Bank & Trust	6

Committee # 2 Appointments Advisory Board — *Perm/Temp Board:* P

	Confidential	*Home*	*Business*			*Reappt Elig.*
Member District 2 Rep. **Andrews** **Mr. L.V.**	N	*2119 East 30th Street* *Lubbock, TX 79404*		*Curr:* *2nd:* *1st:*	09/01/2013-09/01/2015 01/26/2012-09/01/2013	*N*
Email:	N	*8067655001*		*Fax:*		
Member Mayor Rep. **Atwood** **Mr. Nicholas**	Y	*5312 85th Street* *Lubbock, TX 79424*	*Mass Mutual* *6010 82nd Street, Suite 100* *Lubbock, TX 79424*	*Curr:* *2nd:* *1st:*	09/01/2013-09/01/2015	*Y*
Email: natwood1@gmail.com	Y Y	*8064073955* *8064381099*	*8067918561* *natwood@financialguide.com*	*Fax:*	*8067951371*	
Member District 5 Rep. **Bilimoria** **Ms. Indu**	Y	*5319 85th St* *Lubbock, TX 79424*		*Curr:* *2nd:* *1st:*	09/01/2013-09/01/2015 09/01/2011-09/01/2013 09/01/2009-09/01/2011	*N*
Email: ibilimor@gmail.com	Y	*8067947460*	*8064419123* *indu.bilimoria@ttu.edu*	*Fax:*		
Member Mayor Rep. **Bowen** **Dr. John**	N	*2002 Albany* *Lubbock, TX 79407*		*Curr:* *2nd:* *1st:*	09/01/2012-09/01/2014 07/26/2012-09/01/2012	*Y*
Email: jbowen@sbcglobal.net	N N	*8067954224* *8067861318*	*jbowen@sbcglobal.net*	*Fax:*		
Member District 2 Rep. **Calvillo** **Mr. Michael**	Y	*1926 75th St* *Lubbock, TX 79423*	*Michael Calvillo Bail Bond* *1209 Crickets Ave* *Lubbock, TX 79401*	*Curr:* *2nd:* *1st:*	09/01/2012-09/01/2014	*Y*
Email: michaelcalvillo@att.net	Y	*8062397568*	*8067441891* *michaelcalvillo@att.net*	*Fax:*	*8067447647*	
Member District 6 Rep. **Ellis-Roach** **Mrs. Phebe**	N	*4502 14th Street* *Lubbock, TX 79410*	*PrimeWest Mortgage Corp.* *9816 Slide Road* *Lubbock, TX 79424*	*Curr:* *2nd:* *1st:*	09/01/2012-09/01/2014	*Y*
Email: pellis@primewestcorp.com	Y Y	*(806) 773-0531* *(806) 773-0531*	*(806) 788-2869* *pellis@primewestcorp.com*	*Fax:*	*(806) 793-7602*	
Vice Chair District 1 Rep. **Garza** **Ms. Grace**	N	*2011 17th Street* *Lubbock, TX 79401*	*FirstCare Health Plans* *1901 West Loop 289, Ste. 9* *Lubbock, TX 79407*	*Curr:* *2nd:* *1st:*	09/01/2013-09/01/2015 07/12/2012-09/01/2013	*N*
Email: gqgarza@gmail.com	Y Y	*8067441874* *8064384714*	*FirstCare Heal* *ggarza@firstcare.com*	*Fax:*		
Chair District 1 Rep. **Harris** **Mr. Eddie**	Y	*7924 Vicksburg* *Lubbock, TX 79424*	*Broadway Church of Christ* *1924 Broadway* *Lubbock, TX 79401*	*Curr:* *2nd:* *1st:*	09/01/2013-09/01/2015 10/13/2011-09/01/2013	*Y*
Email: eddiekharris@gmail.com	Y N	*(806) 368-8374* *(806) 559-9464*	*8067630464*	*Fax:*		
Member District 6 Rep. **Horkey** **Ms. Ann**	N	*4809 19th Street #9* *Lubbock, TX 79407*		*Curr:* *2nd:* *1st:*	09/01/2012-09/01/2014 09/08/2011-09/01/2012	*N*

Committee # 2 Appointments Advisory Board — *Perm/Temp Board:* P

	Confidential	*Home*	*Business*			*Reappt Elig.*
Email: arippel@suddenlink.net	N	*8067991001*		*Fax:*		
	N	*8067893821*				
Member District 4 Rep. **Johnson** **Mrs. Norma**	N	*3508 107th Street* *Lubbock, TX 79423*	*Public Affairs* *1500 Broadway, Ste. 100* *Lubbock, TX 79401*	*Curr:* *2nd:* *1st:*	09/01/2012-09/01/2014	*Y*
Email: norma.johnson@lubbockbiz.org	N	*8064450646*	*8067617000* *norma.johnson@lubbockbiz.org*	*Fax:*	*8067617013*	
Member District 3 Rep. **Keller** **Ms. Judith**	N	*2515 55th Street* *Lubbock, TX 79413*		*Curr:* *2nd:* *1st:*	09/01/2013-09/01/2015 10/25/2012-09/01/2013	*Y*
Email: judith.p.keller@gmail.com	N	*8067995071*	*judith.keller@ttuhsc.edu*	*Fax:*		
Member District 4 Rep. **McClendon** **Ms. Lynn**	N	*4206 89th Street* *Lubbock, TX 79423*		*Curr:* *2nd:* *1st:*	06/26/2014-09/01/2015	*Y*
Email: lynnmcclendon@gmail.com	N	*8067948479*	*lynnmcclendon@gmail.com*	*Fax:*		
Member District 3 Rep. **Patrick** **Mr. Keith**	Y	*1611 Bryan Ave* *Wolfforth, TX 79382*	*TTU - Rawls College* *Box 42101* *Lubbock, TX 79409*	*Curr:* *2nd:* *1st:*	09/01/2013-09/01/2014	*Y*
Email: keith.patrick@cancer.org	N	*8062396628*	*(806) 742-4530* *keith.b.patrick@ttu.edu*	*Fax:*	*(806) 742-4535*	
Member Mayor Rep. **Seideman** **Mr. Jacob**	Y	*5809 94th Street* *Lubbock, TX 79424*	*GRACO Real Estate* *Development, Inc.* *P.O. Box 65207* *Lubbock, TX 79464*	*Curr:* *2nd:* *1st:*	09/01/2013-09/01/2015	*Y*
Email: jake.seideman@gmail.com	Y	*(806) 771-5780*	*GRACO Real Est* *jake@gracorealestate.com*	*Fax:*		
Member District 5 Rep. **Stephens** **Mr. Jonathan**	Y	*6015 89th Street* *Lubbock, TX 79424*	*Southwest Bank* *10115 Quaker Avenue* *Lubbock, TX 79424*	*Curr:* *2nd:* *1st:*	09/01/2013-09/01/2015 09/01/2011-09/01/2013	*N*
Email: jon.stephens@southwbank.com	Y	*8067838611*	*8067719494*	*Fax:*	*8067717494*	
	Y	*8062528606*	*jon.stephens@southwbank.com*			

CIVIC LUBBOCK, INC.
BOARD OF DIRECTORS

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.1%	81.8% (9)
Hispanic	32.6%	27.6%	9.6%	18.2% (2)
African-American	8.7%	7.4%	9.0%	0.0% (0)
Other	3.7%	4.0%	4.3%	0.0% (0)
GENDER				
Male	48.5%	47.0%	73.8%	72.7% (8)
Female	51.5%	53.0%	26.2%	27.3% (3)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.2%	18.2% (2)
District 2	16.4%	12.7%	4.6%	0.0% (0)
District 3	16.3%	16.1%	13.6%	18.2% (2)
District 4	17.0%	17.0%	18.8%	36.4% (4)
District 5	16.7%	19.4%	29.0%	9.1% (1)
District 6	17.2%	19.9%	19.5%	9.1% (1)
Other/Unknown	0.0%	0.0%	4.3%	9.1% (1)

PURPOSE:
To provide general direction of Civic Lubbock, Inc., a non-profit corporation, with authority to make decisions pursuant to the activities of the corporation; activities of the corporation include the fostering and promotion of cultural, educational and entertainment activities at the Lubbock Memorial Civic Center and Municipal Auditorium-Coliseum and managing the beverage concession operations in these facilities.

REQUIREMENT: Members shall be residents of the City of Lubbock.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Lowell, William (M,A,3)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace William Lowell:
Kendra Lansdell (F,A,6) The Copy Outlet / Miss Social Butterfly
Jake Seideman (M,A,5) GRACO Real Estate Development

Home Citizen Admin Boards Admin Reports User Account Management My Account

Login as Thomas Harris | Role: ADMIN *Logout*

Boards & Commissions Admin Site

Application #: 2366 **Entry Date: 7/31/2014** **Active?** ☑ **Last Login Date: 7/31/2014** << Application List

Email: msocialbutterfly@gmail.com Change Email

Personal Information Edit

Name: Mrs. Kendra Lansdell **Nick Name:** **District:** 6

Address: 4407 8th Street, Lubbock, Texas 79416 **Phone:** (806) 799-4689 (home) (806) 789-8587 (cell)

Demographic Information Edit

Registered Voter: YES **Resident of Lubbock:** 11 year(s)

Ethnic Background: Anglo **Gender:** Female **Age:** 40-49

Work Information Edit

Occupation: Self employed **Work Email:** msocialbutterfly@gmail.com **Fax Number:** (806) 741-1051 **Business Telephone:** (806) 744-7772

Business Name: The Copy Outlet / Miss Social Butterfly **Business Address:** Lubbock, Texas 79401

Experience and education or interest: Edit

Co-Chair 2013 Cattle Baron Ball benefiting the American Cancer Society, Jr. League of Lubbock, Leadership Advisory Board Texas A&M Agri Life Extension.

Prior service on a Board and/or Commission for the City of Lubbock: Edit

NONE

Boards Preference Add Preference

Pref #	Board	Qualification
No records to display.		

Reason that may cause a conflict of interest: Edit

NONE

Contracts or perform services with the City of Lubbock: Edit

NONE

Reference Add Reference

Ref #	First Name	Last Name	Daytime Phone	Business Phone		
1	Stephanie	Massengale	(806) 438-6644	(806) 438-6644	Edit	✕
2	Charles	Adams	(806) 252-9939		Edit	✕

Agreement:

☐ Agree to have the information entered in The Volunteer Center of Lubbock Agency Board Bank

Areas of Interest: **Edit**

Art & Drama, Employment Job Training, Environment, Symphony

Referred By: **Edit**

Current Service: Add To Board

Boards & Commissions Admin Site

Application #: 2068 **Entry Date: 6/21/2012** **Active?** ☐ **Last Login Date: 7/30/2014** << Application List

Email: jake.seideman@gmail.com Change Email

Personal Information **Edit**

Name: Mr. Jacob R Seideman **Nick Name:** Jake **District:** 5

Address: 5809 94th Street, Lubbock, TX 79424 **Phone:** (806) 771-5780 (home)

Demographic Information **Edit**

Registered Voter: YES **Resident of Lubbock:** 33 year(s)

Ethnic Background: Anglo **Gender:** Male **Age:** 30-39

Work Information **Edit**

Occupation: Real Estate Development **Work Email:** jake@gracorealestate.com **Fax Number:** **Business Telephone:** GRACO Real Est

Business Name: GRACO Real Estate Development, Inc. **Business Address:** Lubbock, TX 79464

Experience and education or interest: **Edit**

NONE

Prior service on a Board and/or Commission for the City of Lubbock: **Edit**

NONE

Boards Preference **Add Preference**

Pref #	Board	Qualification		
1	Civic Lubbock Inc.	Lubbock Resident	Edit	✕
2	Lubbock Economic Development Alliance, Inc	Not a current City Council Member, City Manager, or senior city staff within 2nd Degree Of Affinity or 3rd Degree Consanguinity	Edit	✕
3	Market Lubbock Economic Development Corporation	Experience equivalent to a CEO, Executive Manager or working professional Former or current professional in the community Residents of the state of Texas & Lubbock County	Edit	✕
4	Planning and Zoning Commission	Lubbock Residents & Real Property Tax Payer	Edit	✕

Reason that may cause a conflict of interest: **Edit**

NONE

Contracts or perform services with the City of Lubbock: **Edit**

NONE

Reference

Ref #	First Name	Last Name	Daytime Phone	Business Phone		
1	John	Osborne	(806) 787-3283	(806) 687-5330	Edit	✕

Ref #	First Name	Last Name	Daytime Phone	Business Phone		
2	Peter	Hur	(806) 548-1530	(806) 798-0045	Edit	✕
3	David	Frisbie	(806) 787-7460	(806) 771-7770	Edit	✕

Agreement:

☑ Agree to have the information entered in The Volunteer Center of Lubbock Agency Board Bank

Areas of Interest: **Edit**

Referred By: **Edit**

Current Service: Add To Board

Appointments Advisory Board

City of Lubbock
Board and Commision Recruiting Database

Updated: 7/22/2014

Civic Lubbock Inc.

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
03/21/2013	Smith	Peter	M	A	30-39	Banker	Happy State Bank	4
Second Preference								
05/21/2014	Knowles	Renessa	F	A	40-49	Mortgage Banker	Peoples Bank	5
01/29/2014	Larson	Bradley	M	A	60+	Retired corporate finance executive		5
05/15/2014	McGough	Allison	F	A	40-49	Director of Local Outreach	First United Methodist Church	5
03/26/2014	Sullivan	Lauren	F	A	30-39	Director for Office of Student Affairs	TTUHSC School of Nursing	2
Third Preference								
12/20/2013	Chadwell	Christi	F	A	18-29	Communications and Recruiting Coordiantor	Texas Tech University	
11/05/2010	Watts	Ian	M	A	18-29	Co-Owner/Program Director	Stages of Recovery, Inc.	3
Fourth Preference								
01/28/2014	KEEL	JAMES	M	A	30-39	REGISTERED NURSE	STARCARE	3
Fifith Preference								
04/28/2014	Bloodworth	David	M	A	50-59	Commercial Real Estate	RE/MAX Lubbock	4
Sixth Preference								

Committee # 7 Civic Lubbock Inc. — Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Chair Citizen **Bass** **Mr. Mark**	N	3310 20th Street Lubbock, TX 79410	Pennington, Bass & Associates 7818 Orlando Avenue Lubbock, TX 79423	Curr: 2nd: 1st:	08/26/2010-08/01/2014 07/25/2006-08/01/2010	Y
Email: mbass@penningtonbass.com	N	(806) 799-8134	Pennington, Ba mbass@penningtonbass.com	Fax:	(806) 797-3103	
Member Citizen **Caldwell** **Mr. Don**	N	PO Box 2526 Lubbock, TX 79408	Don Caldwell Productions PO Box 2526 Lubbock, TX 79408	Curr: 2nd: 1st:	08/01/2013-08/01/2017	N
Email: doncaldprod@sbcglobal.net	N N	8068284104 8067901011	(806) 747-7047	Fax:	(806) 747-5671	
Member Citizen **Gutierrez** **Mr. Rafael**	N	P.O. Box 5911 Lubbock, TX 79408		Curr: 2nd: 1st:	09/27/2010-08/01/2014	Y
Email:	N	7132057260		Fax:		
Vice Chair Citizen **Haragan** **Dr. Donald**	Y	6914 Nashville Dr Lubbock, TX 79413		Curr: 2nd: 1st:	08/01/2013-08/01/2017 08/01/2009-08/01/2013 12/13/2005-08/01/2009	N
Email: don.haragan@ttu.edu	Y	8067993459	8067420031 don.haragan@ttu.edu	Fax:	8067421805	
Secretary/Treasurer Citizen **Lowell** **Mr. William**	Y	3021 22nd St Lubbock, TX 79410	Lowell & Co., Inc. 1500 Broadway #1208 Lubbock, TX 79401	Curr: 2nd: 1st:	08/26/2010-08/01/2014 08/01/2006-08/01/2010 08/01/2003-08/01/2006	Y
Email:	Y	8067978687	8067472644	Fax:	8067472646	
Member Citizen **Massengale** **Ms. Stephanie**	Y	4005 95th Street Lubbock, TX 79423	Advanced Graphix 520 23rd Street Lubbock, TX 79404	Curr: 2nd: 1st:	12/15/2010-08/01/2014	Y
Email: stephanie@advancedgraphix.net	N Y	8067980237 8064386644	8067449998 stephanie@advancedgraphix.net	Fax:	8067442888	
Member Citizen **Mittemeyer** **Ms. Mary Beth**	Y	4637 89th St Lubbock, TX 79424		Curr: 2nd: 1st:	08/01/2011-08/01/2015 08/01/2007-08/01/2011	N
Email: bmittemeyer@suddenlink.net	Y Y	8067944200 8069281372		Fax:		
Member Citizen **Moreno** **Mr. Eddie**	N	3302 Grinnell Lubbock, TX 79415		Curr: 2nd: 1st:	08/01/2011-08/01/2015 08/01/2007-08/01/2011	N
Email: e80moreno@yahoo.com	N N	8067625654 8064381120	8067482416	Fax:		
Member Citizen **Prather** **Ms. Sammie**	Y	4611 18th St Lubbock, TX 79416		Curr: 2nd: 1st:	08/01/2013-08/01/2017	Y

Committee # 7	*Civic Lubbock Inc.*	*Perm/Temp Board:* P

	Confidential	*Home*	*Business*			*Reappt Elig.*
Email: scpeep@gmail.com	Y	*8067954563*		*Fax:*		
Member Citizen **Price** **Mr. Phil**	N	*4226 97th Place* *Lubbock, TX 79423*		*Curr:* *2nd:* *1st:*	09/08/2011-08/01/2015	*Y*
Email:	N	*8067944288*	*8067635033*	*Fax:*		
Member Citizen **Traylor** **Dr. Idris**	N	*3601 63rd Drive* *Lubbock, TX 79413*		*Curr:* *2nd:* *1st:*	08/01/2011-08/01/2015	*Y*
Email:	N	*8067959823*		*Fax:*		

KEEP LUBBOCK BEAUTIFUL ADVISORY COMMITTEE

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.1%	81.8% (9)
Hispanic	32.6%	27.6%	9.6%	9.1% (1)
African-American	8.7%	7.4%	9.0%	9.1% (1)
Other	3.7%	4.0%	4.3%	0.0% (0)
GENDER				
Male	48.5%	49.0%	73.8%	36.4% (4)
Female	51.5%	51.0%	26.2%	63.6% (7)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.2%	9.1% (1)
District 2	16.4%	12.7%	4.6%	0.0% (0)
District 3	16.3%	16.1%	13.6%	18.2% (2)
District 4	17.0%	17.0%	18.8%	9.1% (1)
District 5	16.7%	19.4%	29.0%	36.4% (4)
District 6	17.3%	19.9%	19.5%	27.3% (3)
Other/Unknown	0.0%	0.0%	4.3%	0.0% (0)

PURPOSE:
Work with the Keep America Beautiful System, which includes Keep Texas Beautiful; to preserve a beautiful and sanitary environment that is beneficial to the health, safety and welfare of the citizens of Lubbock.

QUALIFICATIONS: All members shall be appointed at large from within the corporate limits of the City of Lubbock

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Bass, Totsey (M,AA,5)	N/A	N/A	Declined/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Totsey Bass:
Thomas Rohrig (M,A,1) TTU Library

City of Lubbock
Board and Commision Recruiting Database

Updated: 7/29/2014

Keep Lubbock Beautiful Advisory Committee

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
Second Preference								
12/20/2013	Chadwell	Christi	F	A	18-29	Communications and Recruiting Coordiantor	Texas Tech University	
Third Preference								
06/27/2014	Rohrig	Thomas	M	A	50-59	Librarian Faculty	Texas Tech University library	1
Fourth Preference								
03/26/2014	Sullivan	Lauren	F	A	30-39	Director for Office of Student Affairs	TTUHSC School of Nursing	2
Fifith Preference								
01/28/2014	KEEL	JAMES	M	A	30-39	REGISTERED NURSE	STARCARE	3
Sixth Preference								
05/15/2014	McGough	Allison	F	A	40-49	Director of Local Outreach	First United Methodist Church	5

Committee # 13 Keep Lubbock Beautiful Advisory Committee — Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Member Citizen **Abercia** Jr. **Mr. David**	N	6534 84th St Lubbock, TX 79424	Texas Tech University Box 45024 Lubbock, TX 79409	Curr: 2nd: 1st:	04/01/2014-04/01/2016 02/28/2013-04/01/2014	Y
Email: david.abercia@gmail.com	N	8525637054	(806) 742-7025 david.abercia@ttu.edu	Fax:	(806) 742-2364	
Member **Barnes** **Mrs. Nitra**	N	4512 62nd Lubbock, TX 79414	Citibus 801 Texas Ave Lubbock, TX 79401	Curr: 2nd: 1st:	05/01/2013-04/01/2015	Y
Email: nitrakiddbarnes@gmail.com	N N	8064075530 8067894078	8067122000 nbarnes@citibus.com	Fax:	8067122012	
Member Citizen **Bass** **Mr. Totsey**	N	5403 30th Lubbock, Texas 79407	StarCare Specialty Health System Po Box 2828 Lubbock, Tx 79408	Curr: 2nd: 1st:	06/26/2014-06/01/2016	Y
Email: karizzajazz@yahoo.com	N	8062390857	Tbass@sunrisecanyon.org	Fax:		
Member Citizen **Duke** **Ms. Aundi**	N	3520 24th Lubbock, TX 79410	McPherson Cellars 1615 Texas Ave Lubbock, TX 79401	Curr: 2nd: 1st:	04/24/2014-04/01/2016	Y
Email: aundiduke@gmail.com	N	8066200409	(806) 687-9463 aundi@mcphersoncellars.com	Fax:		
Member **Horkey-Wolff** **Ms. Kathryn**	Y	4818 16th Street Lubbock, TX 79416	Earth Angel 4818 16th Street Lubbock, TX 79416	Curr: 2nd: 1st:	04/01/2013-04/01/2015 05/10/2011-04/01/2013	Y
Email: kathyhw@suddenlink.net	Y	8067976493	8069284756 earthangel4818@me.com	Fax:		
Member **King** **Mrs. Suzanne**	N	4519 11th Street Lubbock, TX 79416		Curr: 2nd: 1st:	04/01/2013-04/01/2015	Y
Email: suziek1@aol.com	N N	8067997980 8062396346	suziek1@aol.com	Fax:		
Member Citizen **Langford** **Mr. Curt**	N	6315 Duke Lubbock, TX 79416	8064389089 6315 Duke Lubbock, TX 79416	Curr: 2nd: 1st:	04/01/2014-04/01/2016 02/28/2013-04/01/2014	Y
Email: curt.langford@balfour.com	N N	(806) 793-9131 (806) 438-9089	8064389089 curt.langford@balfour.com	Fax:		
Member Citizen **Low** **Ms. Lisa**	Y	8615 Utica Avenue Lubbock, TX 79424	Texas Tech Alumni Association P.O. Box 45001 Lubbock, TX 79409	Curr: 2nd: 1st:	11/21/2013-04/01/2015	Y
Email: lisao.low@ttu.edu	Y	8062529085	8067423641 lisa.low@ttu.edu	Fax:	8067423604	
Member **Meyer** **Mrs. Marie**	N	5703 Geneva Lubbock, TX 79413		Curr: 2nd: 1st:	04/01/2013-04/01/2015 08/23/2012-04/01/2013	Y

Committee # 13	*Keep Lubbock Beautiful Advisory Committee*	*Perm/Temp Board:* P

	Confidential	*Home*	*Business*			*Reappt Elig.*
Email: marie.meyer6@gmail.com	N	***8067974190***		***Fax:***		
	N	***8067787491***	***marie.meyer6@gmail.com***			
Member				***Curr:***	**04/01/2013-04/01/2015**	***Y***
	N	***3007 Mesa Road***		***2nd:***		
Robertson		***Lubbock, TX 79403***		***1st:***		
Ms. Barbara						
Email: bbr1125@msn.com	N	***8064411148***		***Fax:***		
Chair			***TTU***	***Curr:***	**04/01/2013-04/01/2015**	***N***
	N	***6912 91st St***	***1301 Akron Avenue***	***2nd:***	**04/01/2011-04/01/2013**	
Sanchez		***Lubbock, TX 79424***	***Lubbock, TX 79409***	***1st:***	**04/19/2010-04/01/2011**	
Dr. Alfonso						
Email: alfonso.sanchez.s@gmail.com	N	***(806) 789-1377***	***8067423068***	***Fax:***		
			alfonso.sanchez@ttu.edu			

Model Codes & Construction Advisory Board

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.1%	100.0% (12)
Hispanic	32.6%	27.6%	9.6%	0.0% (0)
African-American	8.7%	7.4%	9.0%	0.0% (0)
Other	3.7%	4.0%	4.3%	0.0% (0)
GENDER				
Male	48.5%	49.0%	73.8%	100.0% (12)
Female	51.5%	51.0%	26.2%	0.0% (0)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.2%	8.3% (1)
District 2	16.4%	12.7%	4.6%	0.0% (0)
District 3	16.3%	16.1%	13.6%	8.3% (1)
District 4	17.0%	17.0%	18.8%	33.3% (4)
District 5	16.7%	19.4%	29.0%	25.0% (3)
District 6	17.3%	19.9%	19.5%	25.0% (3)
Other/Unknown	0.0%	0.0%	4.3%	0.0% (0)

PURPOSE:

Reviews the technical provisions of the national model codes proposed by City staff for adoption or amendment, and to forward its recommendations to the City Council for final consideration and action.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Robertson, Berhl (M,A,4)	Facilities Manager	N/A	N/A	Resigned/Replace

BOARD/STAFF RECOMMENDATIONS:

Baum, Jeff (Application Pending) LISD

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Berhl Robertson:

Jeff Baum (Application Pending) LISD

Lubbock ISD
Every Child Every Day

July 21, 2014

Steve O'Neal
Model Codes and Construction Advisory Board
City of Lubbock, Building Inspections
1625 13th Street, Suite 106
Lubbock, TX 79401

Mr. O'Neal:

I want you to know how much I have enjoyed my time on the Model Codes and Construction Advisory Board. I appreciate the opportunity to have served, but due to many conflicts on my calendar, it had been very difficult to make the meetings. In light of this, please consider this my resignation as a member of the board.

I appreciate all you and the committee does for the City of Lubbock.

Sincerely,

Berhl Robertson, Jr.

Berhl Robertson, Jr., Ed.D. – Superintendent
1628 19th Street Lubbock, Texas 79401
E-mail: brobertson@lubbockISD.org **Tel:** 806.219.0070 **Fax:** 806.766.1240
www.LubbockISD.org

Lubbock ISD
Every Child Every Day

July 21, 2014

Steve O'Neal
Model Codes and Construction Advisory Board
City of Lubbock, Building Inspections
1625 13th Street, Suite 106
Lubbock, TX 79401

Mr. O'Neal:

As I have resigned my seat, I would like to recommend Jeff Baum, Chief Financial Officer for LISD, as a replacement for my seat. Mr. Baum is a very intelligent and knowledgeable individual. One of his duties as CFO is to oversee all district facilities.

I appreciate your consideration.

Sincerely,

Berhl Robertson, Jr.

Berhl Robertson, Jr., Ed.D. – Superintendent
1628 19th Street Lubbock, Texas 79401
E-mail: brobertson@lubbockISD.org **Tel:** 806.219.0070 **Fax:** 806.766.1240
www.LubbockISD.org

City of Lubbock
Board and Commision Recruiting Database

Updated: 7/25/2014

Model Codes & Construction Advisory Board

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
Second Preference								
11/16/2013	Hardaway	Miles	M	A	30-39	Architect	Parkhill Smith and Cooper	5
Third Preference								
Fourth Preference								
Fifith Preference								
Sixth Preference								

Committee # 50 Model Codes & Construction Advisory Board — Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Member Texas-licensed MEP **Agnew** **Mr. Nathan**	Y	*807 Justice* *Lubbock, TX 79416*	*Agnew Assoc, Inc* *3223 S. Loop 289, #320* *Lubbock, TX 79423*	*Curr:* *2nd:* *1st:*	10/01/2011-10/01/2014 10/01/2008-10/01/2011	*N*
Email:	Y	*8067808638*	*8067990753*	*Fax:*		
Member **Carpenter** **Mr. Chris**	N	*3907 75th Pl* *Lubbock, TX 79423*	*Armstrong Mechanical Co* *710 E. 40th St* *Lubbock, TX 79404*	*Curr:* *2nd:* *1st:*	10/01/2010-10/01/2013 10/13/2006-10/01/2010	*N*
Email:	N	*8067997608*	*8067474218*	*Fax:*	*8067634328*	
Member **Craft** **Mr. Truett**	N	*5608 Norfolk* *Lubbock, TX 79413*	*Craft Development* *4225 85th St* *Lubbock, TX 79423*	*Curr:* *2nd:* *1st:*	10/01/2011-10/01/2014 10/01/2008-10/01/2011	*N*
Email:	N Y	*8067967001* *8064386848*	*8067946800*	*Fax:*	*8067989630*	
Member **Driskill** **Mr. Larry**	N	*6301 CR 7410* *Lubbock, TX 79424*	*Larry Driskill* *Construction* *6301 CR 7410* *Lubbock, TX 79424*	*Curr:* *2nd:* *1st:*	10/01/2012-10/01/2015	*Y*
Email: larry@driskillhomes.com	N Y	*8066980207* *8067892340*	*8066980214* *larry@driskillhomes.com*	*Fax:*	*8066980235*	
Member **Hall** **Mr. Jarrod**	N	*2306 57th Street* *Lubbock, TX 79412*	*Hall Electric* *8206 Ave D* *Lubbock, TX 79404*	*Curr:* *2nd:* *1st:*	11/29/2012-10/01/2014	*Y*
Email: jarrodhd67@yahoo.com	N Y	*8067910387* *8062813047*	*Hall Electric* *jarrodhd67@yahoo.com*	*Fax:*	*(806) 745-2621*	
Member **Hill** **Mr. Jeremy**	N	*10510 Elkridge* *Lubbock, TX 79424*	*HASCO Commercial* *4612 71st Street* *Lubbock, TX 79424*	*Curr:* *2nd:* *1st:*	10/01/2010-10/01/2013 05/27/2010-10/01/2010	*Y*
Email: jhill9125@gmail.com	N	*8062419306*	*8067851110* *jhill9125@gmail.com*	*Fax:*	*8067978541*	
Member Architect **McKay** **Mr. Joe**	Y	*5115 2nd St, #12* *Lubbock, TX 79416*	*JDMA, Architects* *1402 Ave N* *Lubbock, TX 79401*	*Curr:* *2nd:* *1st:*	10/01/2011-10/01/2014 10/01/2008-10/01/2011 10/13/2006-10/01/2008	*N*
Email: jmckay1438@gmail.com	Y Y	*8067952620* *8065353711*	*8067444490* *jmckay@jdmatexas.com*	*Fax:*	*8067444494*	
Member Lubbock Apartment Association **Mitchel** **Mr. Gary**	Y	*2819 23rd* *Lubbock, Texas 79410*	*JTI,Inc.* *2313 Broadway* *Lubbock, Texas 79401*	*Curr:* *2nd:* *1st:*	12/19/2013-10/01/2016	*N*
Email: gary@jtiproperties.com	Y	*(806) 789-3117*	*(806) 747-2856* *gary@jtiproperties.com*	*Fax:*	*(806) 747-2857*	
Chair **Reasoner** **Mr. Cyril**	N	*4806 16th Street* *Lubbock, TX 79416*	*Oberkampf Supply* *4023 Clovis Road* *Lubbock, TX 79415*	*Curr:* *2nd:* *1st:*	10/01/2012-10/01/2015 10/01/2009-10/01/2012 10/13/2006-10/01/2009	*N*

Committee # 50	Model Codes & Construction Advisory Board	Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Email: cyril@oberkampflbk.com	N	8067957059	8067474481	Fax:	8067472213	
Member Facilities Manager **Robertson Jr.** **Dr. Berhl**	N	4913 76th Street Lubbock, TX 79424	Lubbock Independent School District 1628 19th Street Lubbock, TX 79401	Curr: 2nd: 1st:	10/01/2012-10/01/2015 10/08/2009-10/01/2012	N
Email: brobertson@lubbockisd.org			Lubbock Indepe brobertson@lubbockisd.org	Fax:	(806) 766-1262	
Member Texas-licensed HVAC **Stephens** **Mr. Scott**	N	7422 93rd St Lubbock, TX 79424	Comfort Masters 1101 E. 58th St Lubbock, TX 79404	Curr: 2nd: 1st:	10/01/2012-10/01/2015	Y
Email:	N	8068556288	8067491000	Fax:	8067491002	
Member Engineer **Thoma, Jr.** **Mr. Rusty**	N	8506 Saratoga Ave Lubbock, TX 79424	RTR Engineers, Inc 2574 74th St, Ste 202 Lubbock, TX 79423	Curr: 2nd: 1st:	10/01/2012-10/01/2015	Y
Email: rthoma@thomaengineering.com	N	8067942263	8067454881	Fax:	8067459688	

Regular City Council Meeting **6. 19.**

Meeting Date: 08/28/2014

Information

Agenda Item

Discuss and take possible action on the Citizens Advisory Committee recommendations for a bond election.

Item Summary

As stated above.

Fiscal Impact

Staff/Board Recommending

Glen Robertson, Mayor

Regular City Council Meeting **6. 20.**

Meeting Date: 08/28/2014

Information

Agenda Item

Discussion concerning the Omni Building, located at 1206 14th Street, including the acquisition, purchase, rehabilitation, demolition, feasibility assessment, re-purposing, or other courses of action available to the City respecting the property.

Item Summary

As stated above.

Fiscal Impact

Staff/Board Recommending

Regular City Council Meeting **6. 21.**

Meeting Date: 08/28/2014

Information

Agenda Item

Councilman Floyd Price: Presentation by the American Heart Association.

Item Summary

As stated above.

Fiscal Impact

Staff/Board Recommending

Floyd Price, Councilman, District 2

City of Lubbock, Texas
Contract & Procurement Related Agenda Items

The City Council has statutory obligations when awarding contracts and contract amendments. The following is provided to assist elected officials when considering contract and procurement related agenda items:

- There exists the general concept that the taxpaying public should receive the best price possible for purchases in the interest of the public good, and that the government should maximize, to the fullest extent practicable, the purchasing value of public funds. McQuillin Municipal Corporations, 3rd Ed.
- During the period between offer submission date and the contract award, offerors, including their agents and representatives, may not discuss or promote their offer with any member of the Lubbock City Council or City staff except upon the request of the Purchasing Department in the course of city-sponsored inquiries, briefings, interviews, or presentations. The provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. The policy is intended to place all offerors upon the same plane of equality, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Sterrett v. Bell, 240 S.W.2d 516, 520 (Tex. Civ. App. – Dallas 1951, no writ)
- Elected officials and employees are prohibited from participating in the profits of a City contract or having an interest in a sale to the City. §1, Art. IX, Sec. 4, City Charter
- Bids from bidders who reside in states that grant resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder. §2252.002, Texas Govt Code
- Architectural, engineering, and land surveying service providers are prohibited from submitting bids or cost proposals. The City selects the most highly qualified provider of services based on demonstrated competence and qualifications through a Request for Qualifications process; and then attempts to negotiate with that provider a contract at a fair and reasonable price. §2254.004, Texas Govt Code
- The total contract price caused by change orders may not increase more than 25%, and the total price may not be decreased by more than 25% without the consent of the contractor. §252.048, Texas Local Govt Code
- Proposals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. §252.049, Texas Local Govt Code
- Participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids. §271.102, Texas Local Govt Code
- If the City receives two or more low bids that are identical, the selection of the winner is made be by the casting of lots. If only one of the bidders submitting identical bids is a resident of the City, that bidder will receive the award. §271.901, Texas Local Govt Code
- If the City receives a bid for personal property not affixed to real property, or services, from a resident bidder whose principal place of business is within Lubbock city limits and whose bid is within 5% of the lowest bid received from a bidder whose principal place of business is not within Lubbock city limits, the City may enter into a contract for an expenditure of less than $100,000 with the lowest bidder or the resident bidder if Council determines that the resident bidder offers the City the best combination of contract price and additional economic development opportunities for the City. §271.9051, Texas Local Govt Code
- If there is a conflict between the City's policies and procedures and a state law, or a rule adopted under a state law, the stricter of the two provisions prevails.

Ethics - The City subscribes to National Institute of Governmental Purchasing Code of Ethics. City Charter, Ch. 1, Art. IX, prohibits City Council members, officers, or employees, from having an interest in profits/emoluments of a contract, job, work, or service to the City.

Purchasing Thresholds - Methods for procurement vary depending upon the nature of the procurement, the dollar amount, and the type of vendor will be used. Flexibility in making small buys within a particular dollar range is allowed for efficiency purposes and minimal paperwork. Intermediate ranges in between the smallest procurements (micro purchases) to publicly announced procurements (large purchases) usually allow limited competition and abbreviated paperwork to promote efficiency. Large procurements are publicly announced and vendors are required to respond with written and signed proposals/bids. Tex. Local Govt. Code (LGC) §271.102 and 103 waive the requirement for quotes or bids/proposals if an opportunity to piggy-back another governmental entity's competitive bid is available.

Goods and Services	Approval Authority	Procurement Method	Legal Authority
Up to $500	Using department	No quotes required	City Procurement Policy
$501 – 2,500	Using department	Verbal quotes/proposals, electronic bids	City Procurement Policy
$2,501 – 50,000	City Manager	Written quotes/proposals, electronic bids	LGC §252.0215
More than $50,000	City Council	Written bids/proposals, electronic bids	LGC §252.021, 024, 041, 0415, 042, 043,
Professional Services			
Up to $50,000	City Manager	Written proposals	GC §2254.003
More than $50,000	City Council	Written proposals	GC §2254.003
Architectural/Engineering Services			
Up to $50,000	City Manager	Rotation list	GC §2254.004
More than $50,000	City Council	Statement of qualifications	GC §2254.004
Construction			
Up to $50,000	City Manager	Written quotes/proposals	LGC §252.0215
More than $50,000	City Council	Written quotes/proposals	LGC §252.021, 0215, 043, 0435
Emergencies			
Up to $50,000	City Manager	Verbal or written quotes	City Procurement Policy
More than $50,000	City Council	Verbal or written quotes	LGC §252.022
Interlocal/Real Property			
Any amount	City Council	Negotiated	LGC §252.022, 050 and §272
Change Orders/Amendments			
Up to $50,000	City Manager	Negotiated	LGC §252.048
More than $50,000	City Council	Negotiated	LGC §252.048

Public Notice - For contracts involving an expenditure greater than $50,000, LGC §252 requires the City to publish bid notices in a local newspaper once a week for two consecutive weeks. The date of the first publication is before the 14th day before the date set to open the bid. Bids are posted on the Internet, and potential bidders contacted via E-mail.

Public Works Construction – Pursuant to LGC §271, the City uses the following delivery methods for construction of public works:

- Competitive bidding
- Competitive sealed proposals
- Design-build
- Construction manager
- Job order contract

Tex. Govt. Code (GC) §2253.021 and LGC §2267 require payment bonds for public works contracts more than $50,000 and performance bonds for public works contracts more than $100,000. The City requires a 5% bid bond for public works contracts. Bidders are required to comply with GC §2258 with respect to payment of prevailing wage rates.

The City may contract with a developer of a subdivision or land for the developer to construct public improvements, excluding a building, provided the City's participation in the cost does not exceed 30%. LGC §212.072

Professional Services - Professional services require specialized skill, training and expertise, use of professional judgment/discretion, and/or a high degree of creativity, and often involve a relationship of personal trust and confidence, and different procurement processes are available, as such.

Generally, the competitive sealed proposal procedure is used to solicit proposals, including price, and to procure professional services.

GC §2254.004 requires that the City use a two-step procedure for procuring architectural, engineering, or surveying services. The most highly qualified provider is first selected on the basis of competence and qualifications, excluding price, and then a contract with the selected provider is negotiated at a fair and reasonable price.

Emergency Purchases - An emergency purchase more than $25,000 that results from the occurrence of a natural disaster, public calamity, or that might lead to impairment of the health, safety or welfare of the public if not immediately addressed is authorized by the City Manager and ratified by City Council. LGC §252.022(a)(2)

Sole Source Purchases - Sole source purchases are made when functional requirements of the City can only be satisfied by only one source involving patents, copyrights, secret processes or natural monopolies. LGC §252.022(a)(7)(A)

Local Preference - If the City receives a bid less than $100,000 from a local bidder whose bid is within 5% of the lowest bid received from a non-local bidder, LGC §271.9051 allows the City to contract with the lowest bidder, or the local bidder if Council determines that the local bidder offers the City the best combination of contract price and additional economic development opportunities.

GC §2252.002 requires that bids from bidders who reside in states that grant a resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder.

Consideration and Award of Bid or Proposal Requests

From *2008 Texas Municipal Procurement Laws Made Easy*, Texas Attorney General

Can a city adopt additional criteria regarding the qualifications of potential bidders?

Prior to 2001, a city could adopt additional criteria regarding the qualifications of bidders only if such criteria had a definite, objective relationship to matters of quality and competence. For example, prior rulings have allowed a city to consider such criteria as a bidder's experience, manpower, equipment, financial resources, business judgment, ability, efficiency, reliability, reputation, facilities, capacity to perform the work required, and likely supervisory requirements. A city may even consider the bidder's performance on similar contracts and the quality of the goods and services provided.

However, the city must be able to relate the criteria to matters of quality and competence of that specific bidder. For example, the Attorney General concluded that a school district could not adopt policies that judge a bidder based on the bidder's participation in voluntary school programs, the amount of local salaries, wages and taxes paid by the bidder, or the number of local jobs created by the bidder, etc. These criteria did not involve the quality or competence of the work the bidder would perform.

Legislation in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

If no such additional criteria are spelled out in the bid specifications, state law only allows the city to award the contract to the lowest responsible bidder if using competitive bidding.

Can the city take into account the safety record of the bidder in making the award?

When awarding a contract using traditional competitive bidding, the city may only consider a bidder's safety record in regards to the bidder's "responsiveness" if notice has been given that such a criteria is relevant. Specifically, the governing body must have adopted a written definition and criteria for assessing the bidder's safety record, and must have given notice in the bid specifications that the safety record will be considered. Of course, any decision that the city makes must not be arbitrary or capricious.

What options does a city have if the lowest bidder has a prior history of poor performance?

Prior to 2001, a city arguably had two options when faced with a low bidder who had a prior history of poor performance. First, Chapter 252 states that a city may choose to reject any or all of the bids. If all of the bids are rejected, the city can start the bidding process over. This is probably the safest method to use

if the city has not made it clear in the bid specifications that a bidder's prior performance on similar contracts would be a factor in awarding the bid. The city then has an opportunity to include such a requirement in its subsequent bid specifications. Second, some legal analysts argued that a city could individually reject a low bidder who has a poor work history. This theory is based on the argument that the low bidder with such a history would not be considered a "responsible" bidder due to the prior history of poor performance.

Legislation passed in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

Again, the best practice is to clearly indicate in the city's specifications that a bidder's prior performance on similar contracts may be considered in evaluating the bids.

What options does the city have if the city receives no bids in response to a request?

If competitive bids or proposals are required by Chapter 252 of the Local Government Code, there is no exception which would allow the city to avoid the statutory requirements due to a lack of bids. If a city receives no response to a request, the city must either re-advertise or decide not to undertake the contract.

What options does the city have if the city receives only one bid or proposal in response to a bid request?

If a city receives only one bid or proposal in response to its request, the city may accept the bid or proposal received, reject the bid or proposal and re-advertise, or reject the bid or proposal and decide not to undertake the project.

May competitive bids be rejected by a city staff member or must the city council decide which bids to reject?

State law provides that the governing body of the city may reject any and all bids. There is no provision that would allow the delegation of this decision to city staff. However, in certain cities the city staff will open the bids and provide a recommendation to the city council on whether the bid is responsive to the bid request and whether it should be accepted as the lowest responsible bid.

What is the general procedure for awarding a contract pursuant to competitive bidding?

First, bids must be publicly opened and the bid amounts read aloud at the time and place specified in the bid notice. The city council must then award the contract to the lowest responsible bidder or (if previously

noticed) the bidder that provides that best value to the city. In the alternative, the city may reject all bids. Once a bid has been opened, it may not be changed to correct minor errors in the bid price. However, under certain circumstances, a bidder may be able to withdraw a bid if it contains a substantial mistake that would cause a great hardship if enforced against the bidder.

What is the general procedure for awarding a contract pursuant to competitive sealed proposals?

If a city decides to use the competitive proposal procedures, it must first give notice of the request for proposals in the same manner as required for competitive bids. Generally, this means that the city must publish at least two newspaper notices of the time and place at which the proposals will be opened. These notices must be published at least once a week for two consecutive weeks, and the first notice must be published more than 14 days before the date set for opening the proposals. Requests for proposals must also solicit quotations and specify the relative importance of price and other evaluation factors.

Once proposals have been submitted, the city may conduct discussions with the offeror or offerors whom the city determines to be reasonably qualified for the award of the contract. Such discussions must comply with the request for proposals and with the regulations set by the city council. To obtain the best offers, the city may allow the submission of revisions after proposals are submitted and before the award of the contract. All offerors must be treated fairly and equally with respect to any opportunity for discussion and revision of the proposals.

In the end, the contract must be awarded to the offeror whose proposal is determined to be the most advantageous to the city. The city is to determine which proposal is the most advantageous based on the relative importance of price and the other evaluation factors included in the request for proposals.

Is information contained in a bid or proposal confidential under the Public Information Act?

Section 552.104 of the Government Code provides as follows:

(a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder.

(b) The requirement of Section 552.022 that a category of information listed under Section 552.022(a) is public information and not excepted from required disclosure under this chapter unless expressly confidential under law does not apply to information that is excepted from required disclosure under this section.

The purpose of section 552.104(a) is to protect the interests of a governmental body in situations such as competitive bidding and requests for proposals, where the governmental body may wish to withhold information in order to obtain more favorable offers. Significantly, it is not designed to protect the interests of private parties that submit information such as bids and proposals to governmental bodies. Because section 552.104(a) protects only the interests of governmental bodies, it is an exception that a governmental body may waive by, for example, disclosing the information to the public or failing to raise the exception within the ten-day deadline.

Generally, section 552.104(a) protects information from public disclosure if the governmental body demonstrates potential harm to its interests in a particular competitive situation. A general allegation of a remote possibility of harm is not sufficient to invoke section 552.104(a). Section 552.104(a) is frequently raised to protect information submitted to a governmental body in response to a competitive bidding notice or request for proposals. In this context, the protection of section 552.104(a) is temporal in nature. Generally, section 552.104(a) does not except bids from public disclosure after bidding is completed and the contract has been executed. However, bids may continue to be withheld from public disclosure during the period in which the governmental body seeks to clarify bids and bidders remain at liberty to furnish additional information. Section 552.104(a) does not apply when a single individual or entity is seeking a contract as there are no “competitors” for that contract. Note that even when section 552.104(a) does not

protect bids from required public disclosure, section 552.110 will require the governmental body to withhold any portions of those bids that contain trade secrets or other commercial or financial information that is made confidential by law.

In addition to protecting the actual bid proposals, section 552.104(a) may protect information related to the bidding process that is not part of a bid. Although early decisions of the attorney general concluded that section 552.104(a) does not protect the interests of governmental bodies when they engage in competition with private entities in the marketplace, this line of opinions has been reexamined. In Open Records Decision No. 593 (1991), the attorney general concluded that a governmental body may claim section 552.104(a) to withhold information to maintain its competitive advantage in the marketplace if the governmental body can demonstrate: (1) that it has specific marketplace interests and (2) the possibility of specific harm to these marketplace interests from the release of the requested information. A governmental body that demonstrates that section 552.104 applies to information may withhold that information even if it falls within one of the categories of information listed in section 552.022(a).

Is information within a bid request concerning historically underutilized businesses confidential?

In 1997, the Texas Legislature amended the Public Information Act to make confidential certain information about disadvantaged or historically underutilized businesses. General information about these businesses is confidential if it is submitted to a governmental body in connection with an application for certification as a historically underutilized or disadvantaged business. With two exceptions, this information may be disclosed only with the express written consent of the applicant or the applicant's agent.

Without such consent, this information may be disclosed to a state or local governmental entity for one of the following two purposes: (1) to verify an applicant's status as a historically underutilized or disadvantaged business; or (2) to conduct a study of public purchasing programs established under state law for historically underutilized or disadvantaged businesses.

It is important to note that this new law protects only the information submitted with an application for certification as a historically underutilized or disadvantaged business. The business's actual bid is subject to the same rules of disclosure as any other bid. Additionally, information submitted in connection with a specific proposed contractual relationship or within an application to be placed on a bidders' list would be accessible under usual open records provisions. Thus, this information may be accessible even though it involves data that would be confidential if it were contained in the entity's application for certification as a historically underutilized or disadvantaged business.

Must bidders be allowed to speak at a city council meeting to explain or defend their bids?

A bidder does not have any special right to speak at an open meeting of the city council. The Texas Attorney General has concluded that the Open Meetings Act does not give members of the public a right to speak at an open meeting. Further, if the city chooses to allow members of the public to speak at a council meeting, the council may make reasonable rules regulating the number of speakers on a particular subject and the length of each presentation. However, the city council should not discriminate between one speaker and another, and the rules should be applied equally to all members of the public. The only situation in which the city council may be required to allow members of the public to speak would be if state law requires a public hearing on an issue or if state law requires that public comment be allowed on a particular subject.

However, there is no such public hearing or comment requirement that is applicable to competitive bidding issues.