

City of Lubbock, Texas
Regular City Council Meeting
November 17, 2016

Daniel M. Pope, Mayor
Latrelle Joy, Mayor Pro Tem, District 6
Juan A. Chadis, Councilman, District 1
Shelia Patterson Harris, Councilwoman, District 2
Jeff Griffith, Councilman, District 3
Steve Massengale, Councilman, District 4
Karen Gibson, Councilwoman, District 5



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 work session in Room 103, Committee Room in City Hall to consider items 1.-1.2. At the completion of the work session, City Council recesses into executive session to consider items 2.-2.4.3.

5:15 p.m. - City Council reconvenes in open session in City Hall Council Chambers to consider items 3.-7.2

1. **Work Session - Items for presentation and discussion on such issues that may require more in-depth consideration by the City Council, than Regular Agenda items. Action may be taken on a Work Session item if the item indicates to the public the action to be taken.**

1. 1. Consider and discuss a presentation by Mr. Steve Moffett of SDM Financial, Inc., regarding the development and economic impact of a Lubbock Civic Center Headquarter Hotel.

1. 2. Presentation by representatives of RBC Capital Markets as to final pricing results for the 2016A debt offering, and award of the sale of City of Lubbock, Texas General Obligation Refunding Bonds, Series 2016A.

2. **Executive Session**

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

2. 1. 1. Chapter 1, Art. IX, Section 14 of the Lubbock City Charter.

2. 1. 2. Discuss the City of Lubbock's Commitment Agreement with the College Baseball Foundation concerning the National College Baseball Hall of Fame, and any Amendments thereto.

- 2. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.
- 2. 2. 1. Discuss the City of Lubbock's Commitment Agreement with the College Baseball Foundation concerning the National College Baseball Hall of Fame, and any Amendments thereto.
- 2. 3. Hold an Executive Session in accordance with Texas Government Code 551.074 to discuss personnel matters regarding the duties, responsibilities, and/or appointment to the Electric Utility Board.
- 2. 4. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters, the appointment, employment, evaluation or reassignment of the following:
 - 2. 4. 1. City Attorney
 - 2. 4. 2. City Manager
 - 2. 4. 3. City Secretary

3. **Proclamations and Presentations**

- 3. 1. Invocation by Minister Ronald Carlos, Iglesia Ni Cristo - Church of Christ, Congregation of Lubbock
- 3. 2. Pledges of Allegiance
- 3. 3. Presentation of Special Recognitions to Stuart Walker, Director of Code Enforcement, and Stevan Walker, Environmental Health Coordinator, for the state awards they received from the Texas Environmental Health Association for meritorious service.
- 3. 4. Presentation of Special Recognition in honor of El Editor's 40th Anniversary of publication.
- 3. 5. Presentation of Special Recognition to James W. Loomis for his service as City Manager.

3. 6. **Board Recognitions:**

Building Board of Appeals:
Jerrod Kerr

Libraries Board:
Carrye Syma

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

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

[Public Comments Sign-Up Form](#)

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

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

See the Supplemental Citizen Comment Agenda.

5. **Minutes**

5. 1. October 13, 2016 Regular City Council Meeting
October 26, 2016 Special City Council Meeting
October 27, 2016 Special City Council Meeting
October 28, 2016 Special City Council Meeting

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

6. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance No. 2016-00164 Amendment 5 amending the FY 2016-17 Adopted Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of Aging and Disability Services (TDADS) pass-through federal funds from the South Plains Association of Governments (SPAG) for the Area Agency on Aging (AAA) - Direct Purchase of Services grant; providing for filing; and providing for a savings clause.

6. 1. 1. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute a contract and all related documents with the South Plains Association of Governments (SPAG), related to funds passed through the U.S. Department of Health and Human Services to the Texas Department on Aging and Disability Services for an Area Agency on Aging (AAA) Direct Purchase of Services Program to provide meals and transportation services for the City Of Lubbock's Senior Citizens Program.

6. 2. **Resolution - Finance:** Consider a resolution authorizing the Mayor to execute an industrial tax abatement agreement with Monsanto Southern Production Company, LLC.

6. 3. **Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Amendment No. 3 to the Agreement for Construction Phase Services with Parkhill, Smith & Cooper, Inc. for the reconstruction of 34th Street from Indiana Avenue to Quaker Avenue.

6. 4. **Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Change Order No. 3 with Allen Butler Construction, Inc., for the paving improvements on 34th Street from Quaker Avenue to Indiana Avenue, Project Number 92217.
6. 5. **Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute a contract with Ronnie Zahn Paving, Inc. for repairs to the Meadowbrook Golf Course parking lot, ITB 17-13087-SS.
6. 6. **Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Change Order No. 2 for Construction Contract 12035 with Associated Construction Partners, Inc. (ACP) for construction services associated with the Bailey County Well Field Disinfection Project.
6. 7. **Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Change Order 1 for Construction Services Contract 12416 with Utility Contractors of America, Inc., for construction services associated with Pump Station Intake Meters Project.
6. 8. **Resolution – Public Works Water Utilities:** Consider a resolution authorizing the Mayor to execute Change Order No. 2 to Contract 12048 with Eagle Contracting, L.P., for the construction of the Northwest Water Reclamation Plant.
6. 9. **Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance No. 2016-O0140 abandoning and closing a 44-foot temporary drainage easement located south of Avenue T and 100th Street, in Section 10 Block E, Lubbock, Lubbock County, Texas, 10007 Avenue U.
6. 10. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance No. 2016-O0165 abandoning and closing a 20-foot wide alley out of Block 4, Original Town of Lubbock, and portions of utility easements located in Lots 1 and 2, Block 1, Memorial Center, and Lot 7, Block 4, Original Town of Lubbock, Lubbock County, Texas, and located at Marsha Sharp and Avenue L.
6. 11. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance No. 2016-O0166 abandoning and closing a 10-foot wide underground utility easement located in Lot 46 of The Falls at Suncrest, an LP&L 5-foot underground utility easement, as well as an LP&L 4x6 transformer pad easement (TPE) in Lot 47 of the Falls at Suncrest, with the TPE currently located south of 110th Street and Troy Avenue.
6. 12. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance No. 2016-O0167 abandoning and closing a 15-foot alley adjacent to Lots 1-6, Block 133, Original Town of Lubbock, Lubbock County, Texas.
6. 13. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance No. 2016-O0168 abandoning and closing portions of two (2) underground utility easements located in Section 25, Block E-2, north of 114th Street and east of Chicago Avenue.
6. 14. **Ordinance 1st Reading - Planning:** Consider an ordinance amending the Oil and Gas Drilling Ordinance, to repeal the provision for the oil and gas advisory review committee, and amending the remainder of the ordinance to remove the references to said committee.

6. 15. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute a Community Development Funding Contract and all related documents with Guadalupe-Parkway Neighborhood Centers, Inc.(GPNC), to provide facility renovations to the Parkway Center.
6. 16. **Resolution - Community Development:** Consider a resolution granting the waiver of Payment in Lieu of Taxes (PILOT) for FY 2015 for the Lubbock Housing Authority (LHA).
6. 17. **Resolution - Transit:** Consider a resolution authorizing the Mayor, or his designee, to execute a Transportation Development Credit Agreement, with the Texas Department of Transportation (TxDOT) for TxDOT Project # TDC 1701 (05), for the purchase of twelve (12) paratransit vans.
6. 18. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order Contract 31030080 with Houston Freightliner, Inc., of Houston, Texas, Houston Galveston Area Council Contract HT06-14 for a vac-con truck for the Water Reclamation Department.
6. 19. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order Contract 33000794 with Dell Marketing LP, for the purchase of a storage area network (SAN) for additional storage capacity for disaster recovery.
6. 20. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order Contract 33000796 with Dell Marketing LP for the purchase of servers for increased storage and networking for the Data Center.
6. 21. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order Contract 33000795 with Dell Marketing LP for the purchase of a server enclosure for increased storage and networking for the Data Center.
7. **Regular Agenda**
7. 1. **Resolution - Accounting:** Consider a resolution authorizing publication of Notices of Intention to issue Tax and Waterworks System Surplus Certificates of Obligation, Series 2017A
7. 2. **Board Appointment - City Secretary:** Consider one (1) appointment to the Electric Utility Board.



Regular City Council Meeting

1. 1.

Meeting Date: 11/17/2016

Information

Agenda Item

Consider and discuss a presentation by Mr. Steve Moffett of SDM Financial, Inc., regarding the development and economic impact of a Lubbock Civic Center Headquarter Hotel.

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

No file(s) attached.



Regular City Council Meeting

1. 2.

Meeting Date: 11/17/2016

Information

Agenda Item

Presentation by representatives of RBC Capital Markets as to final pricing results for the 2016A debt offering, and award of the sale of City of Lubbock, Texas General Obligation Refunding Bonds, Series 2016A.

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

No file(s) attached.



Regular City Council Meeting

2. 1. 1.

Meeting Date: 11/17/2016

Information

Agenda Item

Chapter 1, Art. IX, Section 14 of the Lubbock City Charter.

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

No file(s) attached.



Regular City Council Meeting

2. 1. 2.

Meeting Date: 11/17/2016

Information

Agenda Item

Discuss the City of Lubbock's Commitment Agreement with the College Baseball Foundation concerning the National College Baseball Hall of Fame, and any Amendments thereto.

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

No file(s) attached.



Regular City Council Meeting

2. 2. 1.

Meeting Date: 11/17/2016

Information

Agenda Item

Discuss the City of Lubbock's Commitment Agreement with the College Baseball Foundation concerning the National College Baseball Hall of Fame, and any Amendments thereto.

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

No file(s) attached.



Regular City Council Meeting

2. 3.

Meeting Date: 11/17/2016

Information

Agenda Item

Hold an Executive Session in accordance with Texas Government Code 551.074 to discuss personnel matters regarding the duties, responsibilities, and/or appointment to the Electric Utility Board.

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

No file(s) attached.



Regular City Council Meeting

2. 4. 1.

Meeting Date: 11/17/2016

Information

Agenda Item

City Attorney

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

No file(s) attached.

Regular City Council Meeting

3. 1.

Meeting Date: 11/17/2016

Submitted By: Magen Murchison, City Secretary

Information

Summary

Invocation by Minister Ronald Carlos, Iglesia Ni Cristo - Church of Christ, Congregation of Lubbock

Attachments

No file(s) attached.



Regular City Council Meeting

3. 3.

Meeting Date: 11/17/2016

Information

Agenda Item

Presentation of Special Recognitions to Stuart Walker, Director of Code Enforcement, and Stevan Walker, Environmental Health Coordinator, for the state awards they received from the Texas Environmental Health Association for meritorious service.

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

No file(s) attached.



Regular City Council Meeting

3. 4.

Meeting Date: 11/17/2016

Information

Agenda Item

Presentation of Special Recognition in honor of EI Editor's 40th Anniversary of publication.

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

No file(s) attached.



Regular City Council Meeting

3. 5.

Meeting Date: 11/17/2016

Information

Agenda Item

Presentation of Special Recognition to James W. Loomis for his service as City Manager.

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

No file(s) attached.

Regular City Council Meeting

3. 6.

Meeting Date: 11/17/2016

Submitted By: Teresa Grimaldo, City Secretary

Information

Summary

Board Recognitions:

Building Board of Appeals:

Jerrold Kerr

Libraries Board:

Carrye Syma

Attachments

No file(s) attached.

Regular City Council Meeting

5. 1.

Meeting Date: 11/17/2016

Information

Agenda Item

October 13, 2016 Regular City Council Meeting
October 26, 2016 Special City Council Meeting
October 27, 2016 Special City Council Meeting
October 28, 2016 Special City Council Meeting

Attachments

10.13.2016
10.26.2016 S
10.27.2016 S
10.28.2016 S

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
October 13, 2016
1:30 P. M.

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

1:33 P.M. CITY COUNCIL CONVENED

City Council Committee Room 103, City Hall, 1625 13th Street, Lubbock, Texas

Present: Mayor Daniel M. Pope; Mayor Pro Tem Latrelle Joy; Council Member Juan A. Chadis; Council Member Karen Gibson; Council Member Jeff Griffith; Council Member Steve Massengale; Council Member Shelia Patterson Harris; Deputy City Manager Quincy White; City Secretary Rebecca Garza; City Attorney Chad Weaver

Note: Council Member Shelia Patterson Harris arrived in Regular session at 5:26 p.m.

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

- *1.1; Executive Session; 3.1-3.5; Citizen Comments 4.1; Citizen Comments (Sign-ups) 4.2; 5.1; 6.1-6.3; 6.5-6.7; 6.9; 6.11-6.14; 6.16; 6.20-6.22; 6.8; 6.10; 6.15; 6.17-6.19; 7.1; 7.9; 7.2-7.8; and 7.10-7.13.*
- *Item 6.4 was deleted.*

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

- 1. 1.** Discuss and hear a presentation from McQueary, Henry, Boles & Troy and from Milliman addressing possible modifications to the City of Lubbock health benefits plan for employees and retirees under the Affordable Care Act (ACA), including the fiscal impact of modifications to the plan.

Travis Sartain, Partner with MMA Southwest, gave a presentation and answered questions from City Council.

Quincy White, Deputy City Manager; Leisa Hutcheson, Director of Human Resources; Marta Alvarez, Director of Purchasing and Contract Management; and Paul Penke, with Milliman, gave comments and answered questions from City Council.

2. Executive Session

The meeting recessed at 2:25 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council recessed from Executive Session at 4:13 p.m. The regular meeting was called back into a public session at 5:17 p.m.

2. 1. Hold an executive session in accordance with Texas Government Code, Section 551.087, to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; and to deliberate the offer of a financial or other incentive to a business prospect described hereinabove.
2. 1. 1. Report by the Lubbock Economic Development Alliance.
2. 2. Hold an executive session in accordance with Texas Government Code, Section 551.071, with legal counsel for advice about pending or contemplated litigation or settlement agreement and on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct conflicts with Chapter 551.
2. 2. 1. Chapter 1, Art. IX, Section 14 of the Lubbock City Charter
2. 3. Hold an executive session in accordance with the Texas Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.
2. 3. 1. 20-foot wide alley adjacent to Block 4, Original Town of Lubbock.
2. 4. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters, the appointment, employment, evaluation or reassignment of the following:
 2. 4. 1. City Attorney
 2. 4. 2. City Manager
 2. 4. 3. City Secretary

3. Proclamations and Presentations

3. 1. Invocation by Father Jim O'Connor, St. Patrick's Catholic Church

Father Jim O'Connor, St. Patrick's Catholic Church, led the invocation.
3. 2. Pledges of Allegiance

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

3. 3. Presentation of a Special Recognition to the Lubbock Chamber of Commerce, in honor of Chamber of Commerce Week in Texas, and in appreciation of their many contributions to the Lubbock community.

Council Member Steve Massengale presented a special recognition to the Lubbock Chamber of Commerce, in honor of Chamber of Commerce Week in Texas, and in appreciation of their many contributions to the Lubbock community. Eddie McBride, President and CEO of the Lubbock Chamber of Commerce, and Diannah Tatum, Chairwoman-Elect of the Lubbock Chamber of Commerce, gave comments and thanked the Mayor and City Council for the recognition.

3. 4. Presentation of a special recognition to the City of Lubbock Finance Department. The Government Finance Officers Association of the United States and Canada has presented the City of Lubbock Accounting Department the Award of Financial Reporting and Achievement on the Comprehensive Annual Financial Report (CAFR). This certificate is the highest form of recognition in the area of governmental accounting and financial reports, and represents a significant accomplishment.

Council Member Karen Gibson presented the City of Lubbock's Finance/Accounting Department with the Award of Financial Reporting and Achievement on the Comprehensive Annual Financial Report (CAFR). The City of Lubbock's Finance/Accounting Department appeared to accept the recognition and Linda Cuellar, Interim Director of Finance, gave comments and thanked the Mayor and City Council.

3. 5. Presentation of a Special Recognition recognizing October as Pregnancy and Infant Loss Awareness Month in Lubbock.

Council Member Latrelle Joy presented a special recognition recognizing October as Pregnancy and Infant Loss Awareness Month in Lubbock. Suzy Emre, Founder of Pregnancy and Infant Loss Awareness of Lubbock, appeared to accept the recognition. Suzy introduced Lucille Neely, Amber Seaton, and Frank Emre, Board Members of Pregnancy and Infant Loss Awareness of Lubbock, who were also in attendance. Suzy then gave comments and thanked the City Council for the recognition.

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

4. 1. Alex DeRossi, External Vice President of Texas Tech University (TTU) Student Government, will appear before the City Council to provide information regarding Homecoming events, and to give TTU student body updates.

Alex DeRossi, External Vice President of Texas Tech University (TTU) Student Government, appeared before the City Council and shared information regarding Homecoming events, and gave updates regarding the Texas Tech University student body.

4. 2. Sign-ups:
- Deanne Clark appeared before the City Council to speak in opposition of item 7.1 (Reinvestment Zone - Monsanto property).
 - Mikel Ward appeared before the City Council to speak on items 1.1 (City of Lubbock health benefits plan); 7.9 (Tax abatement - Monsanto); 7.10 (Project Plan for North Overton Tax Increment Reinvestment Zone); and 7.13 (Budget).

5. **Minutes**

5. 1. August 16, 2016 Special City Council Meeting - Electric Utility Board
September 1, 2016 Special City Council Meeting - Community Task Force
September 8, 2016 Regular City Council Meeting

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve the August 16, 2016 Special City Council Meeting (Electric Utility Board) minutes, the September 1, 2016 Special City Council Meeting (Community Task Force) minutes, and the September 8, 2016 Regular City Council Meeting minutes.

Vote: 7 - 0 Motion carried

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

Motion by Council Member Steve Massengale, seconded by Mayor Pro Tem Latrelle Joy to approve items 6.1-6.3; 6.5-6.7; 6.9; 6.11-6.14; 6.16; and 6.20-6.22.

Vote: 7 - 0 Motion carried

6. 1. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2016-O0150, Amendment 1, amending the FY 2016-17 Adopted Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Office of the Governor - Criminal Justice Division for the National Incident Based Reporting System Grant; accept and appropriate funding from the United States Department of Justice for the Justice Assistance Grant; accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG); and 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. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2016-O0151, Amendment 2, amending the FY 2016-17 budget for municipal purposes respecting the Capital Program to establish CIP 8618, Comprehensive Land Use Plan; providing for filing; and providing for a savings clause.
6. 3. **Resolution - Finance:** Resolution No. 2016-R0344 authorizing the Mayor to execute Contract 12991 with All Pro Landscapes, LLC., for Public Improvement District (PID) landscape services at Quincy Park, ITB 16-12991-KM.

- 6. 4. Ordinance 2nd Reading - Right-of-Way:** Consider Ordinance 2016-O0140 abandoning and closing a 44-foot temporary drainage easement located south of Avenue T and 100th Street, in Section 10 Block E, Lubbock, Lubbock County, Texas, 10007 Avenue U.

This item was deleted.

- 6. 5. Resolution - Right-of-Way:** Resolution No. 2016-R0345 authorizing the Mayor to execute an Easement Use License Agreement renewal to WWC Texas RSA LLC d/b/a Verizon Wireless, to use a portion of a dedicated utility easement for a cellular antenna pole located east of 15th Street and Marsha Sharp Freeway, Tract A, Carillon Addition.
- 6. 6. Resolution - Public Works Engineering:** Resolution No. 2016-R0346 authorizing the Mayor to execute Change Order 1 for Contract 12682 with MH Civil Constructors, for construction of the Southeast Water Reclamation Plant (SEWRP) Sludge Drying Bed Project, RFP 16-12682-JM.
- 6. 7. Resolution - Water Resources:** Resolution No. 2016-R0347 authorizing the City Council to permit Lubbock County Water Control and Improvement District No. 1 (LCWCID), which serves the Village of Buffalo Springs, to provide potable water service to a facility outside the corporate limits of the Village of Buffalo Springs, Texas.
- 6. 8. Resolution - Fleet Services:** Resolution No. 2016-R0356 authorizing the Mayor to execute Purchase Order Contract 31029222 with Grapevine Dodge, Chrysler, Jeep, LLC., for three (3) 1/2 ton pick-up trucks, ITB 16-13015-SS.

Wood Franklin, Director of Public Works, gave comments and answered questions from City Council.

Motion by Council Member Karen Gibson, seconded by Council Member Juan A. Chadis to approve Resolution No. 2016-R0356.

Vote: 7 - 0 Motion carried

- 6. 9. Ordinance 2nd Reading - Parks and Recreation:** Ordinance No. 2016-O0141 amending Chapter 16 of the Code of Ordinances of the City of Lubbock, Texas, entitled "Parks and Other Public Places," by adding Section 16.01.004(16), regarding the permitted locations of portable toilets in public parks, public playgrounds, and public places within the City; providing a penalty clause; providing a savings clause; and providing for publication.
- 6. 10. Resolution - Parks and Recreation:** Resolution No. 2016-R0357 authorizing the Mayor to execute a revised contract with Turfmaster Irrigation & Landscaping for the construction of site improvements at Lakewood Development Area, ITB 16-12926-MA.

Bridget Faulkenberry, Director of Parks and Recreation; and Cheryl Brock, Budget Director, gave comments and answered questions from City Council.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Resolution No. 2016-R0357.

Vote: 7 - 0 Motion carried

- 6. 11. Resolution - Health:** Resolution No. 2016-R0348 authorizing the Mayor to execute a Memorandum of Understanding (MOU) with StarCare Specialty Health System to collaborate with and refer patients for education, outreach, family services, and/or treatment to individuals who meet the priority or target population criteria.
- 6. 12. Resolution - Health:** Resolution No. 2016-R0349 authorizing the Mayor to execute a Memorandum of Understanding (MOU) with StarCare Specialty Health System to increase opportunities for healthy lifestyle choices that will reduce incidences of HIV infection and will provide alcohol, tobacco, and other drug prevention and intervention services to the community.
- 6. 13. Resolution - Health:** Resolution No. 2016-R0350 authorizing the Mayor to execute a Memorandum of Understanding (MOU) with StarCare Specialty Health System to participate in an interagency collaborative effort to provide community-based, gender-specific, intervention services to parenting males and expecting fathers with substance use disorders or who are at risk of developing substance use disorders, and who have been involved with the Department of Family and Protective Services.
- 6. 14. Resolution - Health:** Resolution No. 2016-R0351 authorizing the Mayor to execute a Memorandum of Understanding (MOU) with StarCare Specialty Health System, to participate in an interagency collaborative effort to meet the specific needs of the priority population, including serving as an essential link for prevention, intervention, and treatment services within the community.
- 6. 15. Resolution - Facilities:** Resolution No. 2016-R0358 authorizing the Mayor to execute Contract 12833 with Lee Lewis Construction, Inc., for the construction of a new Emergency Operations Center (EOC) located at 1515 East Ursuline, RFP 16-12833-MA.

Lance Phelps, Fire Chief, gave comments and answered questions from City Council.

Motion by Council Member Steve Massengale, seconded by Council Member Karen Gibson to approve Resolution No. 2016-R0358.

Vote: 7 - 0 Motion carried

- 6. 16. Resolution - Human Resources:** Resolution No. 2016-R0352 authorizing the City Manager to take necessary action to commence a procurement process for the active and retiree benefit plan(s) for Benefit Plan Year 2018.
- 6. 17. Resolution - Human Resources:** Resolution No. 2016-R0359 authorizing the Mayor to execute an Application for Renewal of a Stop Loss Coverage policy, from Blue Cross Blue Shield, for the purchase of a policy for specific stop loss insurance coverage for the City's health benefit program.

Leisa Hutcheson, Director of Human Resources, gave comments and answered questions from City Council.

Motion by Council Member Karen Gibson, seconded by Council Member Shelia Patterson Harris to approve Resolution No. 2016-R0359.

Vote: 7 - 0 Motion carried

- 6. 18. Resolution - Human Resources:** Resolution No. 2016-R0360 authorizing the Mayor to execute a contract for the purchase of transplant insurance coverage from AIG Benefit Solutions.

Leisa Hutcheson, Director of Human Resources, gave comments and answered questions from City Council.

Motion by Council Member Shelia Patterson Harris, seconded by Council Member Juan A. Chadis to approve Resolution No. 2016-R0360.

Vote: 7 - 0 Motion carried

- 6. 19. Resolution - Human Resources:** Resolution No. 2016-R0361 authorizing the Mayor or City Manager, as necessary, to approve Amendment 2 to the City of Lubbock Master Welfare Benefit Plan administered by Blue Cross Blue Shield of Texas pursuant to Section 1557 of the Affordable Care Act, Nondiscrimination in Health Programs and Activities, as implemented by the U.S Department of Health and Human Services.

Leisa Hutcheson, Director of Human Resources, gave comments and answered questions from City Council.

Motion by Council Member Steve Massengale, seconded by Council Member Jeff Griffith to approve Resolution No. 2016-R0361.

Vote: 7 - 0 Motion carried

- 6. 20. Resolution - Community Development:** Resolution No. 2016-R0353 authorizing the Mayor to execute Contract 13002 for Comprehensive Energy Assistance Program (CEAP) service and repair with Planks Air Conditioning & Heat, ITB 16-13002-KM.

- 6. 21. Resolution - Citibus:** Resolution No. 2016-R0354 authorizing the City Manager, or his designee, to execute a FY 2016 Federal Transit Administration Section 5307 Grant, to provide operating assistance, preventive maintenance, American Disabilities Act (ADA) paratransit, and capital and planning assistance.

- 6. 22. Resolution - Facilities:** Resolution No. 2016-R0355 terminating Contract 12326, a professional services agreement between the City of Lubbock and Vanir Construction Management, Inc., dated January 28, 2016 (Resolution No. 2016-R0045), directing the City Manager to issue all required notices related thereto, and further to take all additional actions necessary to effectuate said termination.

7. Regular Agenda

- 7. 1. Public Hearing 5:30 p.m. - Finance:** Hold a public hearing for the City Council to receive public input concerning the adoption of an ordinance designating a reinvestment zone at 11613 North I-27, as authorized by Chapter 312 of the Tax Code.

Public Hearing Only.

Cheryl Brock, Budget Director, gave a presentation and answered questions from City Council. Kelly Tucker, representative with Monsanto, gave comments and answered questions from City Council.

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

Mikel Ward and Roger Settler appeared to speak in opposition.

George McMahan, Scott Fagin, and Eddie McBride appeared to speak in favor.

Mayor Pope closed the public hearing at 6:31 p.m.

- 7. 2. Ordinance 2nd Reading - Planning:** Ordinance No. 2016-O0148, for Zone Case 3290, a request of AMD Engineering, LLC, for Lubbock Land Company, for a zoning change from T to C-3 on 4.102 acres of unplatted land out of Block E-2, Section 22, west of Indiana Avenue, north of 130th Street.

Motion by Mayor Pro Tem Latrelle Joy, seconded by Council Member Shelia Patterson Harris to approve Ordinance No. 2016-O0148.

Vote: 7 - 0 Motion carried

- 7. 3. Ordinance 2nd Reading - Planning:** Ordinance No. 2016-O0142, for Zone Case 2895-M, a request of West Texas Engineering, LLC, for Dr. Gina Flores, for a zoning change from GO to AM on Tract K, Trails Garden Office Addition, east of Milwaukee Avenue and north of 92nd Street.

Motion by Mayor Pro Tem Latrelle Joy, seconded by Council Member Shelia Patterson Harris to approve Ordinance No. 2016-O0142.

Vote: 7 - 0 Motion carried

- 7. 4. Ordinance 2nd Reading - Planning:** Ordinance No. 2016-O0143, for Zone Case 1039-A, a request of Patel Narendrakumar for a zoning change from C-3 limited to a service station, to amend conditions of Ordinance No. 3947 to allow a grocery store and/or package store on Lots 194, 195, and the east 10 feet of Lot 196, Murryhill Addition, 3804 50th Street.

Motion by Mayor Pro Tem Latrelle Joy, seconded by Council Member Shelia Patterson Harris to approve Ordinance No. 2016-O0143.

Vote: 7 - 0 Motion carried

- 7. 5. Ordinance 2nd Reading - Planning:** Ordinance No. 2016-O0144, for Zone Case 3096-E, a request of Hugo Reed and Associates, Inc., for McCurdy Tract, Ltd., for a zoning change from C-3 to C-4 Specific Use for commercial development with outdoor display of merchandise on 4.9 acres of unplatted land out of Block E-2, Section 25, 10702 Slide Road.

Motion by Mayor Pro Tem Latrelle Joy, seconded by Council Member Shelia Patterson Harris to approve Ordinance No. 2016-O0144.

Vote: 7 - 0 Motion carried

- 7. 6. Ordinance 2nd Reading - Planning:** Ordinance No. 2016-O0145, for Zone Case 3211-B, a request of Hugo Reed and Associates, Inc., for Fountain Hills LP, for a zoning change from R-1 Specific Use to R-1 Specific Use Garden Homes, on 7.4 acres of unplatted land out of Block AK, Section 21, west of Frankford Avenue, north of 114th Street.

Motion by Mayor Pro Tem Latrelle Joy, seconded by Council Member Shelia Patterson Harris to approve Ordinance No. 2016-O0145.

Vote: 7 - 0 Motion carried

- 7. 7. Ordinance 2nd Reading - Planning:** Ordinance No. 2016-O0146, for Zone Case 3003-G, a request of Burl W. Masters, for SWLLD, LLC, for a zoning change from GO to R-1 Specific Use Garden Homes on 6.6 acres of unplatted land out of Block AK, Section 22, 10109 and 10203 Upland Avenue.

Motion by Mayor Pro Tem Latrelle Joy, seconded by Council Member Shelia Patterson Harris to approve Ordinance No. 2016-O0146.

Vote: 7 - 0 Motion carried

- 7. 8. Ordinance 2nd Reading - Planning:** Ordinance No. 2016-O0147, for Zone Case 3257-B, a request of Burl W. Masters, for 1585 Development, for a zoning change from C-3, A-2, R-2, R-1 Specific Use, and GO to C-3, A-2, R-2, R-1 Specific Use, GO, and C-2A on 275.79 acres of unplatted land out of Block AK, Section 1, south of 130th Street and east of Indiana Avenue.

Motion by Mayor Pro Tem Latrelle Joy, seconded by Council Member Shelia Patterson Harris to approve Ordinance No. 2016-O0147.

Vote: 7 - 0 Motion carried

- 7. 9. Ordinance 1st Reading - Finance:** Ordinance No. 2016-O0152 designating a reinvestment zone within the City of Lubbock as authorized by Chapter 312, Tax Code; describing the boundaries of said zone; describing the eligibility of said zone for commercial-industrial tax abatement; providing a savings clause and providing for publication.

Motion by Council Member Karen Gibson, seconded by Council Member Steve Massengale to approve Ordinance No. 2016-O0152.

Vote: 7 - 0 Motion carried

- 7. 10. Resolution - Finance:** Resolution No. 2016-R0362 authorizing the Mayor to execute an agreement between the City of Lubbock and ACC OP (Tracts 32 and 33) LLC (Developer) regarding the funding of public improvements in Project 92254H of the Project Plan for the North Overton Tax Increment Reinvestment Zone.

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

Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Latrelle Joy to approve Resolution No. 2016-R0362.

Vote: 7 - 0 Motion carried

- 7. 11. Resolution - Finance:** Resolution No. 2016-R0363 giving Notice of Intent to amend a tax abatement agreement with Red River Commodities d/b/a SunGold Foods, Inc.

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

Motion by Council Member Steve Massengale, seconded by Council Member Juan A. Chadis to approve Resolution No. 2016-R0363.

Vote: 7 - 0 Motion carried

- 7. 12. Resolution - Finance:** Resolution No. 2016-R0364 giving Notice of Intent to amend a tax abatement agreement with Cellco Partnership d/b/a Verizon Wireless and Affiliates.

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

Motion by Council Member Steve Massengale, seconded by Council Member Juan A. Chadis to approve Resolution No. 2016-R0364.

Vote: 7 - 0 Motion carried

- 7. 13. Resolution - Accounting:** Resolution No. 2016-R0365 expressing intent to finance expenditures to be incurred for various capital projects and equipment approved by the City Council in the FY 2016-17 Budget and Capital Program and to reimburse itself from the proceeds of obligations that will be issued after the expenditure of funds to pay costs of such projects and equipment.

Kevin Rule, Debt and Investments Analyst, gave comments and answered questions from City Council.

Motion by Council Member Jeff Griffith, seconded by Mayor Pro Tem Latrelle Joy to approve Resolution No. 2016-R0365.

Vote: 7 - 0 Motion carried

6:50 P.M. CITY COUNCIL ADJOURNED

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

The October 13, 2016 Regular City Council Meeting minutes were approved by the City Council on the 17th day of November, 2016.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
October 26, 2016
4:00 P. M.**

The City Council of the City of Lubbock, Texas met in special session on the 26th of October, 2016, in the City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 4:00 p.m.

4:00 P.M. CITY COUNCIL CONVENED
City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas

Present: Mayor Daniel M. Pope; Mayor Pro Tem Latrelle Joy; Council Member Juan A. Chadis; Council Member Karen Gibson; Council Member Jeff Griffith; Council Member Steve Massengale; Council Member Shelia Patterson Harris; City Manager James Loomis; City Secretary Rebecca Garza; City Attorney Chad Weaver

Note: City Council addressed agenda items in the following order:
• *Executive Session*

1. Executive Session

The meeting recessed at 4:00 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council recessed from Executive Session to a public session at 6:30 p.m.

1. 1. Hold an executive session in accordance with Texas Government Code, Section 551.074 (a)(1), to discuss personnel matters, including but not limited to, conducting interviews with prospective City Manager candidates.

1. 1. 1. Interview of W. Jarrett Atkinson

6:31 P.M. CITY COUNCIL ADJOURNED

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

The October 26, 2016 Special City Council Meeting minutes were approved by the City Council on the 17th day of November, 2016.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
October 27, 2016
8:00 A. M.

The City Council of the City of Lubbock, Texas met in special session on the 27th of October, 2016, in the City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 8:00 a.m.

8:00 A.M. CITY COUNCIL CONVENED
City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas

Present: Mayor Daniel M. Pope; Mayor Pro Tem Latrelle Joy; Council Member Juan A. Chadis; Council Member Karen Gibson; Council Member Jeff Griffith; Council Member Steve Massengale; Council Member Shelia Patterson Harris; City Manager James Loomis; City Secretary Rebecca Garza; City Attorney Chad Weaver

Note: City Council addressed agenda items in the following order:
• *Executive Session*

1. Executive Session

The meeting recessed at 8:00 a.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council recessed from Executive Session to a public session at 11:52 a.m.

1. 1. Hold an executive session in accordance with Texas Government Code, Section 551.074 (a)(1), to discuss personnel matters, including but not limited to, conducting interviews with prospective City Manager candidates.

1. 1. 1. Interview of Ronald L. Olson

1. 1. 2. Interview of Jack M. Harper

11:52 A.M. CITY COUNCIL ADJOURNED

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

The October 27, 2016 Special City Council Meeting minutes were approved by the City Council on the 17th day of November, 2016.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
October 28, 2016
8:00 A. M.

The City Council of the City of Lubbock, Texas met in special session on the 28th of October, 2016, in the City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 8:00 a.m.

8:00 A.M. CITY COUNCIL CONVENED
City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas

Present: Mayor Daniel M. Pope; Mayor Pro Tem Latrelle Joy; Council Member Juan A. Chadis; Council Member Karen Gibson; Council Member Jeff Griffith; Council Member Steve Massengale; Council Member Shelia Patterson Harris; City Secretary Rebecca Garza; City Attorney Chad Weaver

Absent: City Manager James Loomis

Note: City Council addressed agenda items in the following order:
• *Executive Session*

1. Executive Session

The meeting recessed at 8:00 a.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council recessed from Executive Session to a public session at 11:09 a.m.

- 1. 1.** Hold an executive session in accordance with Texas Government Code, Section 551.074 (a)(1), to discuss personnel matters, including but not limited to, conducting interviews with prospective City Manager candidates.

- 1. 1. 1.** Interview of Orlando L. Sanchez

11:10 A.M. CITY COUNCIL ADJOURNED

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

The October 28, 2016 Special City Council Meeting minutes were approved by the City Council on the 17th day of November, 2016.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary



Regular City Council Meeting

6. 1.

Meeting Date: 11/17/2016

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance No.

2016-O0164 Amendment 5 amending the FY 2016-17 Adopted Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of Aging and Disability Services (TDADS) pass-through federal funds from the South Plains Association of Governments (SPAG) for the Area Agency on Aging (AAA) - Direct Purchase of Services grant; providing for filing; and providing for a savings clause.

Item Summary

Accept and appropriate \$171,829 from TDADS pass-through federal funding from SPAG for the AAA Direct Purchase of Services Grant and appropriate \$36,427 of program revenue, for a total program budget of \$226,025. The City will contribute a required in-kind match of \$17,769 through personnel costs included in the FY 2016-17 Adopted Operating Budget.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - BA#5

Grant Detail Sheet - Parks SPAG AAA

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2016-17 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF AGING AND DISABILITY SERVICES (TDADS) PASS-THROUGH FEDERAL FUNDS FROM THE SOUTH PLAINS ASSOCIATION OF GOVERNMENTS (SPAG) FOR THE AREA AGENCY ON AGING (AAA) – DIRECT PURCHASE OF SERVICES 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 2016-17 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 2016-17 (Budget Amendment #5) for municipal purposes, as follows:

- I. Accept and appropriate \$171,829 from TDADS pass-through federal funding from SPAG for the AAA Direct Purchase of Services Grant and appropriate \$36,427 of program revenue, for a total program budget of \$226,025.

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 _____.

DANIEL M. POPE, MAYOR

ATTEST:


Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy Sings
Assistant City Attorney

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
November 3, 2016

Administrative Information:

City Assigned Grant Number:	84011 & 84012
Grant Name:	Area Agency on Aging - Direct Purchase of Services
Grant Effective Date:	10/01/2016-09/30/2017
Grant Provider/Agency:	South Plains Association of Governments
Grant Award Amount:	\$ 171,829
Program Income:	36,427
In-Kind City Grant Match:	17,769
	\$ 226,025

Personnel Information:

# of part-time positions funded w/grant	9
---	---

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
PT Transportation Aide	\$ 12,285	940	13,225	-
PT Transportation Aide	10,920	835	11,755	
PT Transportation Aide	9,100	696	9,796	-
PT Assistant Center Supervisor	10,270	786	2,211	8,844
PT Assistant Center Supervisor	10,270	786	2,486	8,570
PT Assistant Center Supervisor	10,578	809	6,832	4,555
PT Assistant Center Supervisor	10,270	786	4,422	6,633
PT Assistant Center Supervisor	10,578	809	4,555	6,832
PT Assistant Center Supervisor	10,270	786	4,422	6,633
Total	\$ 94,541	7,232	59,705	42,068

Budget Information:

Project Detail	Cost
Compensation	\$ 59,705
Professional Services (Meals from Vendor)	166,320
Total Project Amount	\$ 226,025



Regular City Council Meeting

6. 1. 1.

Meeting Date: 11/17/2016

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute a contract and all related documents with the South Plains Association of Governments (SPAG), related to funds passed through the U.S. Department of Health and Human Services to the Texas Department on Aging and Disability Services for an Area Agency on Aging (AAA) Direct Purchase of Services Program to provide meals and transportation services for the City Of Lubbock's Senior Citizens Program.

Item Summary

The City has contracted with SPAG for the AAA Direct Purchase of Services Program Grant for the past 37 years, to provide services for senior citizens through the city's five (5) senior program sites. The City's Senior Program targets any citizen 60 years of age or older to provide a hot meal, transportation, and recreational and social activities.

The FY 2016-17 agreement with SPAG provides reimbursement for meals and transportation service units. Meals are currently supplied by BCS Catering at a cost of \$4.75 per meal. Staff anticipates serving 31,500 meals and 7,600 units of transportation. The grant will reimburse an estimated 17,561 eligible meal units at \$7.51 per unit, for a total of \$131,883. The grant will also reimburse an estimated 4,560 eligible transportation units at \$8.76 per unit, for a total of \$39,946. The grant totals \$171,829.

Monetary donations are accepted from those individuals who utilize meal and transportation services. The recommended donation is \$3 per meal for those 60 years of age and over. Those under age 60 must pay \$8.76 per meal as required by SPAG regulations. The recommended donation for transportation is \$1 per one-way trip. The estimated program revenues for FY 2016-17 total \$36,427.

Fiscal Impact

This contract will provide approximately \$226,025 of meal service, transportation and administrative costs. The required match for the contract is \$17,769 from the City's contribution of full-time and part-time, budgeted salaries.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

16-17 SPAG Resolution

SPAG Grant Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Area Agency on Aging Direct Purchase of Services Program Grant Agreement and related documents from the State of Texas, acting by and through the Texas Department of Aging and Disability Services and the South Plains Association of Governments (SPAG), for funds passed through the U.S. Department of Health and Human Services to the State of Texas. Said Grant Agreement will be used to provide an integrated service delivery system to meet the needs of older individuals and their caregivers, and the grant funds will be used only for the purposes for which they are intended under the grant. Said Grant 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 _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bridget Faulkenberry, Director of Parks & Recreation

APPROVED AS TO FORM:



Justin Pruitt, Assistant City Attorney

INSURANCE (Copies of Endorsements will be Required)

TYPE OF INSURANCE

GENERAL LIABILITY

- ☐ Commercial General Liability ☐ Other _____
☐ Claims Made ☐ Occurrence _____
☐ W/Heavy Equipment ☐ XCU _____
☐ To Include Products of Complete Operation Endorsements

PROFESSIONAL LIABILITY

☐ _____

AUTOMOTIVE LIABILITY

☐ Any Auto

EXCESS LIABILITY

☐ Umbrella Form

GARAGE LIABILITY

☐ Any Auto

☐ _____

Other than Auto Only

☐ **BUILDER'S RISK**

☐ **INSTALLATION FLOATER**

☐ **POLLUTION**

☐ **CARGO**

☐ **WORKERS COMPENSATION** or

☐ 100% of the Total Contract Price

☐ 100% of the Total Material Costs

☐ **EMPLOYERS' LIABILITY**

OTHER COPIES OF ENDORSEMENTS ARE REQUIRED

☐ City of Lubbock named as additional insured on Auto/General Liability on a primary and non-contributory basis.

☐ To include Products of Completed Operations endorsement.

☐ Waiver of subrogation in favor of the City of Lubbock on all coverages

IMPORTANT: All procurements MUST be reviewed by Risk Management for determination of insurance requirements, if any, prior to submission of this form to the Purchasing Department.

☐ No Insurance is required for purchase only of equipment

COMBINED SINGLE LIMIT

General Aggregate _____
 Products-Comp/Op AGG _____
 Personal & Adv Injury _____
 Contractual Liability _____

Fire Damage (Any one Fire) _____
 Med Exp (Any one Person) _____

General Aggregate _____

Aggregate _____

Each Occurrence _____
 Aggregate _____

Auto Only - Each Accident _____

Each Accident _____

Aggregate _____

Signature of Risk Management Coordinator

Date

CONTRACT INFORMATION (Part 2 Required for Contract Award)

(Type or Print all information with the exception of Signatures and Signature Dates)

City Council Agenda Date: November 17, 2016

(Submit Texas Ethics Commission Form 1295 - Contact Purchasing)

Risk Manager:

Check all that apply ☒ Revenue Generating ☒ Grant Funds

(*If either is selected, the Risk Management Coordinator signature is not required)

Date

Director of Fiscal Policy

Date

City Manager Direct Report

Date

Originating Department and *Individual Responsible for Ensuring Contract Terms and Contract Compliance:

(Executed contracts will be available on Laserfiche. Contact IT for Access.)

Department: Indoor Recreation

*Name: Nancy Neil

Phone Number: 806-775-2685

Title: Indoor Recreation Coordinator

Information for Vendor/Contractor/Agency or Other Entity City of Lubbock is contracting with:

Name of Entity: South Plains Association of Governments

Address: PO Box 3730 Freedom Station

(This address will be used to mail Contract)

City: Lubbock

State: TX

Zip: 79452

Contact Name: Liz Castro

Phone No.: 806-687-0940

Fax No.: 806-765-9544

Email: lcastro@spag.org

(Scanned Contract will be E-mailed)

Notice to Proceed +

☐ Working ☐ Calendar Days

Not to Exceed Amount: \$

Original Contract Amount: \$171,828.71

☐ Amendment

☐ Change Order

No. of Amount \$

No. of Amount \$

No. of Amount \$

No. of Amount \$

No. of Amount \$

No. of Amount \$

New Contract Amount: \$

New Contract Amount: \$

Part 2 requires one copy of the original contract or amendment/change order

Contract Checklist (Not applicable to Change Orders or Amendments)

1. Is the individual or owner of this business an officer or employee of the City of Lubbock? Note: If Yes, City policy may not allow us to write a contract for this individual/vendor. If unsure, check with Legal.
2. If federal or state funded, does the contract include all clauses required by federal or state statutes, and executive orders and their implementing regulations?
3. If the purchase/transaction involves the purchase, lease, or acceptance as a gift of real estate, has an environmental site assessment (ESA) been performed on the property? If No, contact Environmental Compliance at (806) 775-2989.



The South Plains Association of Governments Area Agency on Aging
Direct Purchase of Service
Fiscal Year 2017 Vendor Application/Renewal Update



Please type or clearly print application information.

City of Lubbock

Vendor Name/Legal Entity

DBA (if applicable)

Physical Address:

2001 19th Street (Lubbock Activity Center), Parks Administration, 1611 10th Street, Lubbock, TX 79401

Mailing Address (complete even if same as above):

PO Box 2000, Lubbock, TX 79457

Tax Identification Number (SSN or Federal ID):

17560005906

Fax Number (including area code):

(806) 775-2686

Type of Provider (check one):

☐

Governmental Agency

☐

Private Non-Profit

☐

Private For Profit

☒

City Government

☐

County Government

☐

Other: _____

Authorizing Official:

Daniel M. Pope

Title:

Mayor

Email Address:

dpope@mylubbock.us

Telephone:

(806) 775-2050

Billing Contact Person and billing address:

Nancy Neill, City of Lubbock, PO Box 2000, 79456

Title:

Indoor Recreation Coordinator

Email Address:

nneill@mylubbock.us

Telephone:

(806) 775-2685

Number of Years Organization has been in business:

37 Years

Is Organization Bonded?

(Attach certificate of bonding insurance)

☐

Yes

☒

No

Has anyone involved in the direct provision of client services been convicted of a felony (In-home Services only)?

Not Applicable

☒

Yes

☒

No

If Yes, Explain:

Not Applicable

Does Organization have liability insurance?

(Attach certificate of all insurances)

☒

Yes

☐

No

Attach a copy of all applicable State and Federal licenses and /or certifications for your business.

Conflicts of Interest: Attach information of applicable names and relationship of any employee(s) or officers of your organization that may have a conflict of interest with the South Plains Association of Governments Area Agency on Aging staff person or Advisory Council member.

Service and Bidding Information:

1; A. Proposed Service:	
Congregate Meals	
B. Service Area:	
CITY OF LUBBOCK	
C. Proposed DADS A&I AAA cost per unit:	Whole cost per unit:
\$ 7.51	\$ 8.27

2. A. Proposed Service:	
Home Delivered Meals	
B. Service Area:	
N/A	
C. Proposed DADS A&I AAA cost per unit:	Whole cost per unit:
\$ -	\$ -

3. A. Proposed Service:	
Transportation	
B. Service Area:	
CITY OF LUBBOCK	
C. Proposed DADS A&I AAA cost per unit:	Whole cost per unit:
\$ 8.76	\$ 9.73

4. A. Proposed Service:	
N/A	
B. Service Area:	
N/A	
C. Proposed DADS A&I AAA cost per unit:	Whole cost per unit:
\$ -	\$ -

Signature:

I, Daniel M. Pope, certify that the information provided in this application is true and correct to the best of my knowledge.
Printed Name


Authorized Signature

Saturday, October 01, 2016
Date


Attest:

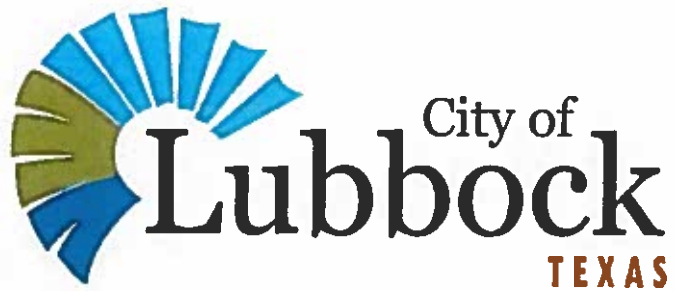
Rebecca Garza
City Secretary

Approved as to Content:


Bridget Faulkenberry
Parks and Recreation Director

Approved as to Form:


Justin Pruitt
Assistant City Attorney



CERTIFICATE OF SELF-INSURANCE

The undersigned officer of the City of Lubbock, Texas, a Texas home rule municipality, hereby certifies that the City of Lubbock has a \$500,000.00 self-insured retention for Automobile and General Liability in accordance with the laws of the State of Texas. The City of Lubbock has a policy that covers Property/Bodily Injury over \$500,000.00 per occurrence with One Beacon America Insurance Company under policy #791-000-230-0001 which expires on 10/01/17. The current net asset balance of the self-insurance fund is \$6,885,448. The existing cash asset balance is \$10,589,353 as of the date stated below.

By: 
Lainey Morrison
Risk Management Coordinator

Date: September 30, 2016



DATE October 1, 2016

TO South Plains Association of Government

FROM City of Lubbock – Senior Center Programs

SUBJECT FY 2016-17 Operating Hours and Holidays for SPAG Grant

<u>Name of Sites</u>	<u>Number of Serving Days</u>	<u>Days and Hours of Operation</u>
Lubbock Adult Activity Center	250	M-F 8:00 am - 5:00 pm
Rawlings Community Center	250	M-F 8:30 am - 4:00 pm
Simmons Senior Center	250	M-F 8:30 am - 4:00 pm
Trejo Supercenter	250	M-F 8:30 am - 4:00 pm
Homestead Senior Program	250	M-F 10:00 am - 1:00 pm

<u>Holidays Observed</u>	<u>Dates Observed</u>
Thanksgiving Day	November 24, 2016
Day After Thanksgiving	November 25, 2016
Christmas Eve	December 23, 2016
Christmas Day	December 26, 2016
New Year's Day	January 2, 2017
Martin Luther King, Jr. Day	January 16, 2017
Good Friday	April 14, 2017
Memorial Day	May 29, 2017
4th of July	July 4, 2017
Labor Day	September 4, 2017



SOUTH PLAINS ASSOCIATION OF GOVERNMENTS AREA AGENCY ON AGING SUBRECIPIENT AGREEMENT

City of Lubbock, hereinafter referred to as Subrecipient, and South Plains Association of Governments Area Agency on Aging (AAA) do hereby agree to provide services effective beginning October 1, 2016, in accordance with the Older Americans Act of 1965 (OAA), as amended, regulations of the Health and Human Services Commission (HHSC), the AAA Direct Purchase of Services program and the stated Scope of Services.

The AAA Direct Purchase of Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (60 years of age or older) and their caregivers. This agreement provides a mechanism for the creation of an individualized network of community resources accessible to a program participant in compliance with the OAA and HHSC AAA Access and Assistance guidelines.

The purpose of the system of Access and Assistance is to develop cooperative working relationships with service providers to build an integrated service delivery system that ensures broad access to and information about community services, maximizes the use of existing resources, avoids duplication of effort, identifies gaps in services, and facilitates the ability of people who need services to easily find the most appropriate Subrecipient.

1. SCOPE OF SERVICES

- A. The Subrecipient agrees to provide the following service(s) as identified below to program participants authorized by the AAA staff, in accordance with the Subrecipient application, all required assurances, licenses, certifications and rate setting documents, as applicable.

Service:

CONGREGATE MEALS TRANSPORTATION

Service Definition:

CONGREGATE MEAL - A hot or other appropriate meal served to an eligible older individual which meets 33 1/3 percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture, and which is served in a congregate setting. The objective is to reduce food insecurity and promote socialization of older individuals. There are two types of congregate meals:

- Standard meal - A regular meal from the standard menu that is served to the majority or all of the participants.
- Therapeutic meal or liquid supplement - A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietitian (e.g., diabetic diet, renal diet, pureed diet, tube feeding).

TRANSPORTATION - Taking an older individual from one location to another but does not include any other activity. There are two types of transportation services:

- Demand/Response - transportation designed to carry older individuals from specific origin to specific destination upon request. Older individuals request the transportation service in advance of their need, usually twenty-four to forty-eight hours prior to the trip.

Unit Definition:

CONGREGATE MEALS:

One Meal

TRANSPORTATION – Demand/Response:

One One-way Trip

Service Area (To be filled in by provider. Please type or print neatly):

CITY OF LUBBOCK

All Texas Administrative Code standards are located at the Texas Secretary of State website:
www.sos.state.tx.us.

All Older Americans Act and other required rules and regulations are located at
http://www.aoa.acl.gov/AoA_Programs/OAA/Introduction.aspx.

Targeting: AAA services are designed to identify eligible program participants, with an emphasis on high-risk program participants and to serve older individuals with greatest economic and social need, low-income minorities and those residing in rural areas, as required by the OAA.

B. Services & Reimbursement Methodology:

Service	Fixed Rate (include rate)	Variable Rate (identify range)	Cost Reimbursement
Congregate	7.51		
Transportation	8.76		

2. TERMS OF AGREEMENT

A. The Subrecipient agrees to:

1. provide services in accordance with current or revised HHSC policies and standards and the OAA.
2. submit billings with appropriate documentation as required by the AAA by the close of business on the **2nd working day** of each month following the last day of the month in which services were provided.
 - a. If the 2nd working day falls on a weekend or holiday, the information shall be delivered by the close of business on the following business day.
 - b. The AAA cannot guarantee payment of a reimbursement request received for more than 45 calendar days of service delivery.
 - c. No reimbursement for services provided will be made if Subrecipient payment invoices are not submitted to the AAA within 45 days of service delivery.
 - d. Reimbursement checks must be cashed or deposited within 30 days from date received.
3. encourage program participant contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on Subrecipient's financial reports if contributions are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Subrecipient agrees to expend all program income to expand or enhance the program/service under which it is earned.
4. notify the AAA Director immediately if, for any reason, the Subrecipient becomes unable to provide the service(s).
5. maintain communication and correspondence concerning program participants' status.
6. establish a method to guarantee the confidentiality of all information relating to the program participant in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting AAA or any federal or state authorized representative's right of access to program participant case records or other information relating to program participants served under this agreement.
7. keep financial and program supporting documents, statistical records, and any other records pertinent to the services for which a claim for reimbursement was submitted to the AAA. The records and documents will be kept for a minimum of five years after close of Subrecipient's fiscal year.
8. make available at reasonable times and for required periods all fiscal and program participant records, books, and supporting documents pertaining to services provided under this agreement, for purposes of inspection, monitoring, auditing, or evaluations by AAA staff, the Comptroller General of the United States and the State of Texas, through any authorized representative(s).
9. if applicable, comply with the HHSC process for Centers for Medicare and Medicaid Services (CMS) screening for excluded individuals and entities involved with the delivery of the Legal Assistance and Legal Awareness services.

B. The Subrecipient further agrees:

1. The agreement may be terminated for cause or without cause upon the giving of **30** days advance written notice.
2. The agreement does not guarantee a total level of reimbursement other than for individual units/services authorized; contingent upon receipt of funds.

3. Subrecipient is an independent provider, NOT an agent of the AAA. Thus, the Subrecipient indemnifies, saves and holds harmless the South Plains Association of Governments AAA against expense or liability of any kind arising out of service delivery performed by the Subrecipient. Subrecipient must immediately notify the AAA if the Subrecipient becomes involved in or is threatened with litigation related to program participants receiving services funded by the AAA.
4. Employees of the Subrecipient will not solicit or accept gifts or favors of monetary value by or on behalf of program participants as a gift, reward or payment.

C. Through the Direct Purchase of Services program, the South Plains Association of Governments AAA agrees to:

1. review program participant intake and assessment forms completed by the Subrecipient, as applicable, to determine program participant eligibility. Service authorization is based on program participant need and the availability of funds.
2. provide timely written notification to Subrecipient of program participant's eligibility and authorization to receive services.
3. maintain communication and correspondence concerning the program participants' status.
4. provide timely technical assistance to Subrecipient as requested and as available.
5. conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided and if applicable, CMS exclusion reviews are conducted.
6. provide written policies, procedures, and standard documents concerning program participant authorization to release information (both a general and medical/health related release), client rights and responsibilities, contributions, and complaints/grievances and appeals to all program participants.
7. contingent upon the AAA's receipt of funds authorized for this purpose from HHSC, reimburse the Subrecipient based on the agreed reimbursement methodology, approved rate(s), service(s) authorized, and in accordance with subsection (A)(2) of this document, within 45 days of the AAA's receipt of Subrecipient's invoice.

3. ASSURANCES

The Subrecipient shall comply with:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*)
- B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)
- C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*)
- D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107)
- E. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688)
- F. Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*)
- G. Drug Free Workplace Act of 1988
- H. Texas Senate Bill 1 - 1991, as applicable
- I. HHSC administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement
- J. Certification Regarding Debarment - 45CFR §92.35 Subawards to debarred and suspended parties; this document is required annually as long as this agreement is in effect
- K. Centers for Medicare and Medicaid Services (CMS) State Medicaid Director Letter SMDL #09-001 regarding Individuals or Entities Excluded from Participation in Federal Health Care Programs
- L. HHSC Information Letter 11-07 – Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs

4. ATTACHMENTS

- A. Description of Assurance A – H listed in section 3 of this document.
- B. List of Focal Points in the AAA planning and service area.

5. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective October 1, 2016.

Authorized Subrecipient Signature

Print Name

Title

October 1, 2016
Date



Authorized Signature

South Plains Association of Governments
(Agency)

P.O. Box 3730 – Freedom Station
(Address)


Lubbock, Texas 79452
(City, State, Zip)

October 1, 2016
(Date)


Attest:

Rebecca Garza
City Secretary

Approved as to Content:


Bridget Faulkenberry
Parks and Recreation Director

Approved as to Form:


Justin Pruitt
Assistant City Attorney

ASSURANCES ATTACHMENT

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*), which prohibits any person from being excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance.
- B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), which states that employers may not refuse to hire or promote handicapped persons solely because of their disability.
- C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*), which prohibits a covered entity from discriminating against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.
- D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §6101-6107), prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.
- E. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688), which prohibits the use of federal money to support sexually discriminatory practices in education programs such as sexual harassment and employment discrimination, and to provide individual citizens effective protection against those practices.
- F. Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*), whose purpose is to strengthen the agricultural economy; to help to achieve a fuller and more effective use of food abundances; to provide for improved levels of nutrition among low-income households through a cooperative Federal-State program of food assistance to be operated through normal channels of trade; and for other purposes.
- G. Drug Free Workplace Act of 1988, which requires that all organizations receiving federal grants, regardless of amount granted, maintain a drug-free workplace.
- H. Texas Senate Bill 1 - 1991, as applicable, which refers to proper reporting of contributions as addressed in OAA §315 and TAC, Title 40, §85.201.

Certification Regarding Debarment

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

Federal Executive Order 12549 requires the Texas Health and Human Services Commission (HHSC) to screen each covered potential subrecipient/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered subrecipient/grantee must also screen each of its covered sub-subrecipients/providers.

In this certification "subrecipient/grantee" refers to both subrecipient/grantee and sub-subrecipient/sub-grantee: "contract/grant" refers to both contract/grant and subcontract/sub-grant.

By signing and submitting this certification the potential subrecipient/grantee accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential subrecipient/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Texas Health and Human Services Commission may pursue available remedies, including suspension and/or debarment.
2. The potential subrecipient/grantee shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential subrecipient/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal" and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential subrecipient/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of

CERTIFICATION REGARDING DEBARMENT

Page 2

Agriculture or other federal department or agency, and/or the Texas Department of Aging and Disability Services, as applicable.

Do you have or do you anticipate having sub vendors/sub-grantees under this proposed contract? Yes X No

5. The potential vendor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A vendor/grantee may rely upon a certification of a potential sub vendor/sub-grantee that is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless the vendor/grantee knows that the certification is erroneous. A vendor/grantee must, at a minimum obtain certifications from its covered sub vendors/sub-grantees upon each subcontract's/sub-grant's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification by this certification document. The knowledge and information of a vendor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts/grants authorized under paragraph 4 of these terms, if a vendor/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the Texas Department of Aging and Disability Services may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT

Page 3

Indicate which statement applies to the covered potential vendor/grantee:

 X The potential vendor/grantee certifies by submission of this certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.

 The potential vendor/grantee is unable to certify one or more of the terms in this certification. In this instance, the potential vendor/grantee must attach an explanation for each of the above terms to which he/she is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL VENDOR/GRANTEE

City of Lubbock

VENDOR ID NO. /FEDERAL EMPLOYER'S ID NO.

1-75-6000590-6



Signature of Authorized Representative

Justin Pruitt

Printed/Typed Name of Authorized Representative

Assistant City Attorney

Title of Authorized Representative

October 1, 2016

Date

This certificate is for FY 2017, period beginning October 1, 2016 and ending September 30, 2017.

DEFINITIONS

Covered Contract/Grant and Subcontracts/Sub-grants.

- (1) Any non-procurement transaction which involves federal funds (regardless of amount and including such arrangements as sub-grants) and is between the Texas Health and Human Services Commission or its agents/grantees and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or sub-grant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, sub-grant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction including:
 - a. Principal investigators.
 - b. Providers of audit services required by the Texas Health and Human Services Commission or federal funding source.
 - c. Researchers.

DEBARMENT

An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts/grants. A person so excluded is "debarred."

GRANT

An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

INELIGIBLE

Excluded from participation in federal non-procurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations: for example, excluded pursuant to the Davis-Bacon Act and its implementing regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

PARTICIPANT

Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract/grant as an agent or representative of another participant.

PERSON

Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

PRINCIPAL

Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract/grant whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the Texas Health and Human Services Commission or federal funding source.
- (3) Researchers.

PROPOSAL

A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract/grant.

SUSPENSION

An action taken by a suspending official in accordance with 45 CFR part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts/grants for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended."

VOLUNTARY EXCLUSION OR VOLUNTARILY EXCLUDED

A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

9/28/16 10:07 AM

Provider Name: City of Lubbock

AAA Name: Area Agency on Aging of South Plains

Congregate Meals

BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

1. Total Budgeted Expenses for Contract Year 1. \$ 260,643.21
2. Total Number of Anticipated Meals to be Provided by Funding Source
- | | | | | | |
|----------------|--------|----------------------------------|-------|-----------------|-----------|
| DADS A&I AAA | 17,561 | Other Funds Eligible Meals | 0 | Other Sources 5 | 0 |
| Program Income | 4,240 | Other Funds - Non-Eligible Meals | 9,699 | Other Sources 6 | 0 |
| | | | | | 2. 31,500 |
3. Whole Unit Rate (Line 1 divided by Line 2) 3. \$ 8.27

Reimbursement Calculation

- | | |
|---|--------------|
| 4. Projected NSIP per Meal Value | DADS A&I AAA |
| | 0.69 |
| 5. Rate Less NSIP per Meal Value | \$ 7.58 |
| 6. Mandatory Local Match of 10% | \$ 0.76 |
| ** If Applicable, Match Reduction From the In-kind Match Certification form | \$ - |
| Required Cash Match | \$ 0.76 |
| 7. Proposed Meal Rate (Line 3 minus Line 6) | \$ 7.51 |

** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

City of Lubbock
Legal Name of Contracted Provider

Printed/Typed Name of Signer

Signature

October 1, 2016

Date

Area Agency on Aging of South Plains
Name of Area Agency on Aging

Tim C. Pierce
Printed/Typed Name of Signer


Signature

June 30, 2016
Date


Attest:

Rebecca Garza
City Secretary

Approved as to Content:


Bridget Faulkenberry
Parks and Recreation Director

Approved as to Form:


Justin Pruitt
Assistant City Attorney

AAA Name: Area Agency on Aging of South Plains

Congregate Meals BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- I have read the note below and the instructions applicable to this budget worksheet.
- I have reviewed this budget worksheet after its preparation.
- To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.
- This budget worksheet was prepared from the books and records of the contracted provider.
- I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

City of Lubbock

Name of Contracted Provider

Printed/Typed Name of Signer

October 1, 2016

Date _____

Signature

Signer Authority:

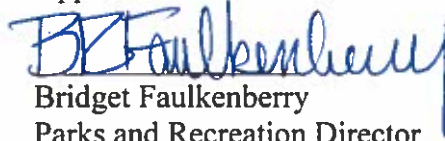
(check one)

- ☐ **Sole Proprietor**
☐ **Association Officer**
☐ **Partner**
☐ **Board Member**
☐ **Corporate Officer**
☒ **Governmental Official**

Attest:

Rebecca Garza
City Secretary

Approved as to Content:


Bridget Faulkenberry
Parks and Recreation Director

Approved as to Form:


Justin Pruitt
Assistant City Attorney

9/28/16 10:10 AM
Provider Name: City of Lubbock
AAA Name: Area Agency on Aging of South Plains

Transportation

BUDGET WORKSHEET CALCULATION OF THE UNIT RATE

1. Total Budgeted Expenses for Contract Year 1. \$ 73,925.80

2. Total Number of Anticipated Units to be Provided

DADS A&I AAA - 10 %	Program			
Match Required 4,560	Income	140	Other Sources 6	0
DADS A&I AAA - 25 %	Local Funds -			
Match Required 0	Eligible Trips	2,900	Other Sources 7	0
	Other Funds -			
DADS A&I AAA - Full Unit	Non-Eligible			
Rate 0	Trips	0	Other Sources 8	0

2. 7,600

3. Cost per unit (Line 1 divided by Line 2) - Full Unit Rate 3. \$ 9.73

Reimbursement Calculation for Contracts Requiring Unit Rate Match Reduction

4. Mandatory Local Match of 10%	\$ 0.97	
** If Applicable, Match Reduction From the In-kind Match Certification form	\$ -	
Required Match		4. \$ 0.97
5. Full Unit Rate Less Required Match (Line 3 minus Line 4)		5. \$ 8.76

4. Mandatory Local Match of 25%	\$ 2.43	
** If Applicable, Match Reduction From the In-kind Match Certification form	\$ -	
Required Match		4. \$ 2.43
5. Full Unit Rate Less Required Match (Line 3 minus Line 4)		5. \$ 7.30

**If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

Contract Reimbursed at Full Cost Per Unit Rate. Match Requirements Will Be Met Through Provision of Additional Units

\$ 9.73	Contractor Initial	AAA Initial
---------	--------------------	-------------

City of Lubbock
Legal Name of Contracted Provider

Signature

Printed/Typed Name of Signer

10/01/16
Date

Area Agency on Aging of South Plains
Name of Area Agency on Aging

Signature

Tim C. Pierce
Printed/Typed Name of Signer

06/30/16
Date

Attest:


Rebecca Garza
City Secretary

Approved as to Content:



Bridget Faulkenberry
Parks and Recreation Director

Approved as to Form:



Justin Pruitt
Assistant City Attorney

9/28/16 10:13 AM

Provider Name: City of Lubbock

AAA Name: Area Agency on Aging of South Plains

Transportation

BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- I have read the note below and the instructions applicable to this budget worksheet.
- I have reviewed this budget worksheet after its preparation.
- To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.
- This budget worksheet was prepared from the books and records of the contracted provider.
- I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

City of Lubbock

Name of Contracted Provider

Printed/Typed Name of Signer

October 1, 2016

Date

Signature

Signer Authority:
(check one)

☐
☐
☐

Sole Proprietor
Partner
Corporate Officer


☐
☐
☐

Association Officer
Board Member
Governmental Official

Attest:

Rebecca Garza
City Secretary

Approved as to Content:


Bridget Faulkenberry
Parks and Recreation Director

Approved as to Form:


Justin Pruitt
Assistant City Attorney



The South Plains Association of Governments Area Agency on Aging
Direct Purchase of Service
Fiscal Year 2017 Vendor Application/Renewal Update



Please type or clearly print application information.

City of Lubbock

Vendor Name/Legal Entity

DBA (if applicable)

Physical Address:

2001 19th Street (Lubbock Activity Center), Parks Administration, 1611 10th Street, Lubbock, TX 79401

Mailing Address (complete even if same as above):

PO Box 2000, Lubbock, TX 79457

Tax Identification Number (SSN or Federal ID):

17560005906

Fax Number (including area code):

(806) 775-2686

Type of Provider (check one):

☐ Governmental Agency

☐ Private Non-Profit

☐ Private For Profit

☒ City Government

☐ County Government

☐ Other: _____

Authorizing Official:

Daniel M. Pope

Title:

Mayor

Email Address:

dpope@mylubbock.us

Telephone:

(806) 775-2050

Billing Contact Person and billing address:

Nancy Neill, City of Lubbock, PO Box 2000, 79456

Title:

Indoor Recreation Coordinator

Email Address:

nneill@mylubbock.us

Telephone:

(806) 775-2685

Number of Years Organization has been in business:

37 Years

Is Organization Bonded?

(Attach certificate of bonding insurance)

☐ Yes

☒ No

Has anyone involved in the direct provision of client services been convicted of a felony (In-home Services only)?

Not Applicable

☒ Yes

☒ No

If Yes, Explain:

Not Applicable

Does Organization have liability insurance?

(Attach certificate of all insurances)

☒ Yes

☐ No

Attach a copy of all applicable State and Federal licenses and /or certifications for your business.

Conflicts of Interest: Attach information of applicable names and relationship of any employee(s) or officers of your organization that may have a conflict of interest with the South Plains Association of Governments Area Agency on Aging staff person or Advisory Council member.

Service and Bidding Information:

1. A. Proposed Service:	
Congregate Meals	
B. Service Area:	
CITY OF LUBBOCK	
C. Proposed DADS A&I AAA cost per unit:	Whole cost per unit:
\$ <u>7.51</u>	\$ <u>8.27</u>

2. A. Proposed Service:	
Home Delivered Meals	
B. Service Area:	
N/A	
C. Proposed DADS A&I AAA cost per unit:	Whole cost per unit:
\$ <u>-</u>	\$ <u>-</u>

3. A. Proposed Service:	
Transportation	
B. Service Area:	
CITY OF LUBBOCK	
C. Proposed DADS A&I AAA cost per unit:	Whole cost per unit:
\$ <u>8.76</u>	\$ <u>9.73</u>

4. A. Proposed Service:	
N/A	
B. Service Area:	
N/A	
C. Proposed DADS A&I AAA cost per unit:	Whole cost per unit:
\$ <u>-</u>	\$ <u>-</u>

Signature:

I, Daniel M. Pope, certify that the information provided in this application is true and correct to the best of my knowledge.
Printed Name

Authorized Signature

Saturday, October 01, 2016
Date

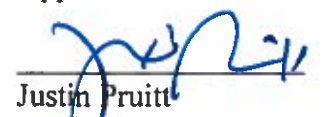
Attest:

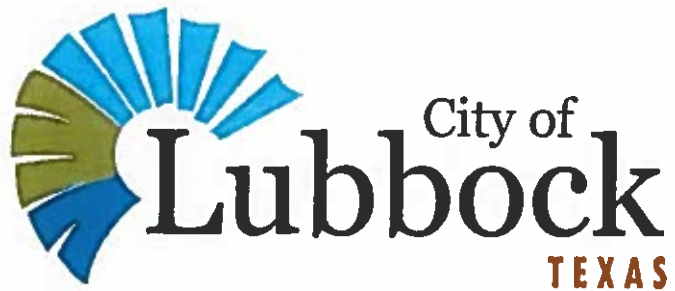
Rebecca Garza
City Secretary

Approved as to Content:


Bridget Faulkenberry
Parks and Recreation Director

Approved as to Form:


Justin Pruitt
Assistant City Attorney

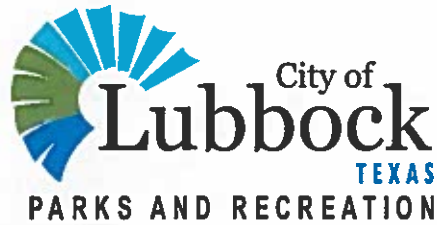


CERTIFICATE OF SELF-INSURANCE

The undersigned officer of the City of Lubbock, Texas, a Texas home rule municipality, hereby certifies that the City of Lubbock has a \$500,000.00 self-insured retention for Automobile and General Liability in accordance with the laws of the State of Texas. The City of Lubbock has a policy that covers Property/Bodily Injury over \$500,000.00 per occurrence with One Beacon America Insurance Company under policy #791-000-230-0001 which expires on 10/01/17. The current net asset balance of the self-insurance fund is \$6,885,448. The existing cash asset balance is \$10,589,353 as of the date stated below.

By:  Lainey Morrison
Risk Management Coordinator

Date: September 30, 2016



DATE October 1, 2016

TO South Plains Association of Government

FROM City of Lubbock – Senior Center Programs

SUBJECT FY 2016-17 Operating Hours and Holidays for SPAG Grant

<u>Name of Sites</u>	<u>Number of Serving Days</u>	<u>Days and Hours of Operation</u>
Lubbock Adult Activity Center	250	M-F 8:00 am - 5:00 pm
Rawlings Community Center	250	M-F 8:30 am - 4:00 pm
Simmons Senior Center	250	M-F 8:30 am - 4:00 pm
Trejo Supercenter	250	M-F 8:30 am - 4:00 pm
Homestead Senior Program	250	M-F 10:00 am - 1:00 pm

<u>Holidays Observed</u>	<u>Dates Observed</u>
Thanksgiving Day	November 24, 2016
Day After Thanksgiving	November 25, 2016
Christmas Eve	December 23, 2016
Christmas Day	December 26, 2016
New Year's Day	January 2, 2017
Martin Luther King, Jr. Day	January 16, 2017
Good Friday	April 14, 2017
Memorial Day	May 29, 2017
4th of July	July 4, 2017
Labor Day	September 4, 2017



SOUTH PLAINS ASSOCIATION OF GOVERNMENTS AREA AGENCY ON AGING SUBRECIPIENT AGREEMENT

City of Lubbock, hereinafter referred to as Subrecipient, and South Plains Association of Governments Area Agency on Aging (AAA) do hereby agree to provide services effective beginning October 1, 2016, in accordance with the Older Americans Act of 1965 (OAA), as amended, regulations of the Health and Human Services Commission (HHSC), the AAA Direct Purchase of Services program and the stated Scope of Services.

The AAA Direct Purchase of Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (60 years of age or older) and their caregivers. This agreement provides a mechanism for the creation of an individualized network of community resources accessible to a program participant in compliance with the OAA and HHSC AAA Access and Assistance guidelines.

The purpose of the system of Access and Assistance is to develop cooperative working relationships with service providers to build an integrated service delivery system that ensures broad access to and information about community services, maximizes the use of existing resources, avoids duplication of effort, identifies gaps in services, and facilitates the ability of people who need services to easily find the most appropriate Subrecipient.

1. SCOPE OF SERVICES

- A. The Subrecipient agrees to provide the following service(s) as identified below to program participants authorized by the AAA staff, in accordance with the Subrecipient application, all required assurances, licenses, certifications and rate setting documents, as applicable.

Service:

**CONGREGATE MEALS
TRANSPORTATION**

Service Definition:

CONGREGATE MEAL - A hot or other appropriate meal served to an eligible older individual which meets 33⅓ percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture, and which is served in a congregate setting. The objective is to reduce food insecurity and promote socialization of older individuals. There are two types of congregate meals:

- Standard meal - A regular meal from the standard menu that is served to the majority or all of the participants.
- Therapeutic meal or liquid supplement - A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietitian (e.g., diabetic diet, renal diet, pureed diet, tube feeding).

TRANSPORTATION - Taking an older individual from one location to another but does not include any other activity. There are two types of transportation services:

- Demand/Response - transportation designed to carry older individuals from specific origin to specific destination upon request. Older individuals request the transportation service in advance of their need, usually twenty-four to forty-eight hours prior to the trip.

Unit Definition:

CONGREGATE MEALS:

One Meal

TRANSPORTATION – Demand/Response:

One One-way Trip

Service Area (To be filled in by provider. Please type or print neatly):

CITY OF LUBBOCK

All Texas Administrative Code standards are located at the Texas Secretary of State website:
www.sos.state.tx.us.

All Older Americans Act and other required rules and regulations are located at
http://www.aoa.acl.gov/AoA_Programs/OAA/Introduction.aspx.

Targeting: AAA services are designed to identify eligible program participants, with an emphasis on high-risk program participants and to serve older individuals with greatest economic and social need, low-income minorities and those residing in rural areas, as required by the OAA.

B. Services & Reimbursement Methodology:

Service	Fixed Rate (include rate)	Variable Rate (identify range)	Cost Reimbursement
Congregate	7.51		
Transportation	8.76		

2. TERMS OF AGREEMENT

A. The Subrecipient agrees to:

1. provide services in accordance with current or revised HHSC policies and standards and the OAA.
2. submit billings with appropriate documentation as required by the AAA by the close of business on the **2nd working day** of each month following the last day of the month in which services were provided.
 - a. If the 2nd working day falls on a weekend or holiday, the information shall be delivered by the close of business on the following business day.
 - b. The AAA cannot guarantee payment of a reimbursement request received for more than 45 calendar days of service delivery.
 - c. No reimbursement for services provided will be made if Subrecipient payment invoices are not submitted to the AAA within 45 days of service delivery.
 - d. Reimbursement checks must be cashed or deposited within 30 days from date received.
3. encourage program participant contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on Subrecipient's financial reports if contributions are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Subrecipient agrees to expend all program income to expand or enhance the program/service under which it is earned.
4. notify the AAA Director immediately if, for any reason, the Subrecipient becomes unable to provide the service(s).
5. maintain communication and correspondence concerning program participants' status.
6. establish a method to guarantee the confidentiality of all information relating to the program participant in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting AAA or any federal or state authorized representative's right of access to program participant case records or other information relating to program participants served under this agreement.
7. keep financial and program supporting documents, statistical records, and any other records pertinent to the services for which a claim for reimbursement was submitted to the AAA. The records and documents will be kept for a minimum of five years after close of Subrecipient's fiscal year.
8. make available at reasonable times and for required periods all fiscal and program participant records, books, and supporting documents pertaining to services provided under this agreement, for purposes of inspection, monitoring, auditing, or evaluations by AAA staff, the Comptroller General of the United States and the State of Texas, through any authorized representative(s).
9. if applicable, comply with the HHSC process for Centers for Medicare and Medicaid Services (CMS) screening for excluded individuals and entities involved with the delivery of the Legal Assistance and Legal Awareness services.

B. The Subrecipient further agrees:

1. The agreement may be terminated for cause or without cause upon the giving of **30** days advance written notice.
2. The agreement does not guarantee a total level of reimbursement other than for individual units/services authorized; contingent upon receipt of funds.

3. Subrecipient is an independent provider. NOT an agent of the AAA. Thus, the Subrecipient indemnifies, saves and holds harmless the South Plains Association of Governments AAA against expense or liability of any kind arising out of service delivery performed by the Subrecipient. Subrecipient must immediately notify the AAA if the Subrecipient becomes involved in or is threatened with litigation related to program participants receiving services funded by the AAA.
4. Employees of the Subrecipient will not solicit or accept gifts or favors of monetary value by or on behalf of program participants as a gift, reward or payment.

C. Through the Direct Purchase of Services program, the South Plains Association of Governments AAA agrees to:

1. review program participant intake and assessment forms completed by the Subrecipient, as applicable, to determine program participant eligibility. Service authorization is based on program participant need and the availability of funds.
2. provide timely written notification to Subrecipient of program participant's eligibility and authorization to receive services.
3. maintain communication and correspondence concerning the program participants' status.
4. provide timely technical assistance to Subrecipient as requested and as available.
5. conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided and if applicable, CMS exclusion reviews are conducted.
6. provide written policies, procedures, and standard documents concerning program participant authorization to release information (both a general and medical/health related release), client rights and responsibilities, contributions, and complaints/grievances and appeals to all program participants.
7. contingent upon the AAA's receipt of funds authorized for this purpose from HHSC, reimburse the Subrecipient based on the agreed reimbursement methodology, approved rate(s), service(s) authorized, and in accordance with subsection (A)(2) of this document, within 45 days of the AAA's receipt of Subrecipient's invoice.

3. ASSURANCES

The Subrecipient shall comply with:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*)
- B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)
- C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*)
- D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107)
- E. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688)
- F. Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*)
- G. Drug Free Workplace Act of 1988
- H. Texas Senate Bill 1 - 1991, as applicable
- I. HHSC administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement
- J. Certification Regarding Debarment - 45CFR §92.35 Subawards to debarred and suspended parties; this document is required annually as long as this agreement is in effect
- K. Centers for Medicare and Medicaid Services (CMS) State Medicaid Director Letter SMDL #09-001 regarding Individuals or Entities Excluded from Participation in Federal Health Care Programs
- L. HHSC Information Letter 11-07 – Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs

4. ATTACHMENTS

- A. Description of Assurance A – H listed in section 3 of this document.
- B. List of Focal Points in the AAA planning and service area.

5. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective October 1, 2016.

Authorized Subrecipient Signature

Print Name

Title

October 1, 2016
Date



Authorized Signature

South Plains Association of Governments
(Agency)

P.O. Box 3730 – Freedom Station
(Address)

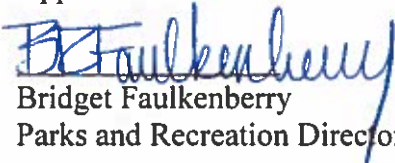
Lubbock, Texas 79452
(City, State, Zip)

October 1, 2016
(Date)


Attest:

Rebecca Garza
City Secretary

Approved as to Content:


Bridget Faulkenberry
Parks and Recreation Director

Approved as to Form:


Justin Pruitt
Assistant City Attorney

ASSURANCES ATTACHMENT

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*), which prohibits any person from being excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance.
- B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), which states that employers may not refuse to hire or promote handicapped persons solely because of their disability.
- C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*), which prohibits a covered entity from discriminating against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.
- D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §6101-6107), prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.
- E. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688), which prohibits the use of federal money to support sexually discriminatory practices in education programs such as sexual harassment and employment discrimination, and to provide individual citizens effective protection against those practices.
- F. Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*), whose purpose is to strengthen the agricultural economy; to help to achieve a fuller and more effective use of food abundances; to provide for improved levels of nutrition among low-income households through a cooperative Federal-State program of food assistance to be operated through normal channels of trade; and for other purposes.
- G. Drug Free Workplace Act of 1988, which requires that all organizations receiving federal grants, regardless of amount granted, maintain a drug-free workplace.
- H. Texas Senate Bill 1 - 1991, as applicable, which refers to proper reporting of contributions as addressed in OAA §315 and TAC, Title 40, §85.201.

Certification Regarding Debarment

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

Federal Executive Order 12549 requires the Texas Health and Human Services Commission (HHSC) to screen each covered potential subrecipient/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered subrecipient/grantee must also screen each of its covered sub-subrecipients/providers.

In this certification "subrecipient/grantee" refers to both subrecipient/grantee and sub-subrecipient/sub-grantee: "contract/grant" refers to both contract/grant and subcontract/sub-grant.

By signing and submitting this certification the potential subrecipient/grantee accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential subrecipient/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Texas Health and Human Services Commission may pursue available remedies, including suspension and/or debarment.
2. The potential subrecipient/grantee shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential subrecipient/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal" and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential subrecipient/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of

CERTIFICATION REGARDING DEBARMENT

Page 2

Agriculture or other federal department or agency, and/or the Texas Department of Aging and Disability Services, as applicable.

Do you have or do you anticipate having sub vendors/sub-grantees under this proposed contract? Yes X No

5. The potential vendor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A vendor/grantee may rely upon a certification of a potential sub vendor/sub-grantee that is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless the vendor/grantee knows that the certification is erroneous. A vendor/grantee must, at a minimum obtain certifications from its covered sub vendors/sub-grantees upon each subcontract's/sub-grant's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification by this certification document. The knowledge and information of a vendor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts/grants authorized under paragraph 4 of these terms, if a vendor/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the Texas Department of Aging and Disability Services may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT

Page 3

Indicate which statement applies to the covered potential vendor/grantee:

 X The potential vendor/grantee certifies by submission of this certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.

 The potential vendor/grantee is unable to certify one or more of the terms in this certification. In this instance, the potential vendor/grantee must attach an explanation for each of the above terms to which he/she is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL VENDOR/GRANTEE City of Lubbock

VENDOR ID NO. /FEDERAL EMPLOYER'S ID NO. 1-75-6000590-6



Signature of Authorized Representative

 Justin Pruitt
Printed/Typed Name of Authorized Representative

 Assistant City Attorney
Title of Authorized Representative

 October 1, 2016
Date

This certificate is for FY 2017, period beginning October 1, 2016 and ending September 30, 2017.

DEFINITIONS

Covered Contract/Grant and Subcontracts/Sub-grants.

- (1) Any non-procurement transaction which involves federal funds (regardless of amount and including such arrangements as sub-grants) and is between the Texas Health and Human Services Commission or its agents/grantees and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or sub-grant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, sub-grant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction including:
 - a. Principal investigators.
 - b. Providers of audit services required by the Texas Health and Human Services Commission or federal funding source.
 - c. Researchers.

DEBARMENT

An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts/grants. A person so excluded is "debarred."

GRANT

An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

INELIGIBLE

Excluded from participation in federal non-procurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than an Executive Order 12549 and its agency implementing regulations: for example, excluded pursuant to the Davis-Bacon Act and its implementing regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

CERTIFICATION REGARDING DEBARMENT

Page 5

PARTICIPANT

Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract/grant as an agent or representative of another participant.

PERSON

Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

PRINCIPAL

Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract/grant whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the Texas Health and Human Services Commission or federal funding source.
- (3) Researchers.

PROPOSAL

A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract/grant.

SUSPENSION

An action taken by a suspending official in accordance with 45 CFR part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts/grants for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended."

VOLUNTARY EXCLUSION OR VOLUNTARILY EXCLUDED

A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

9/28/16 10:07 AM

Provider Name: City of Lubbock

AAA Name: Area Agency on Aging of South Plains

Congregate Meals

BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

1. Total Budgeted Expenses for Contract Year 1. \$ 260,643.21

2. Total Number of Anticipated Meals to be Provided by Funding Source

DADS A&I AAA	17,561	Other Funds Eligible Meals	0	Other Sources 5	0	
Program Income	4,240	Other Funds - Non-Eligible Meals	9,699	Other Sources 6	0	2. 31,500

3. Whole Unit Rate (Line 1 divided by Line 2) 3. \$ 8.27

Reimbursement Calculation

4. Projected NSIP per Meal Value	DADS A&I AAA 0.69
----------------------------------	----------------------

5. Rate Less NSIP per Meal Value	\$ 7.58
----------------------------------	---------

6. Mandatory Local Match of 10%	\$ 0.76
---------------------------------	---------

** If Applicable, Match Reduction
From the In-kind Match
Certification form

	\$
--	----

Required Cash Match	\$ 0.76
---------------------	---------

7. Proposed Meal Rate (Line 3 minus Line 6)	\$ 7.51
---	---------

** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

City of Lubbock

Legal Name of Contracted Provider

Printed/Typed Name of Signer

Signature

October 1, 2016

Date

Area Agency on Aging of South Plains

Name of Area Agency on Aging

Tina C. Pierce

Printed/Typed Name of Signer



Signature


June 30, 2016

Date


Attest:

Rebecca Garza
City Secretary

Approved as to Content:


Bridget Faulkenberry
Parks and Recreation Director

Approved as to Form:


Justin Pruitt
Assistant City Attorney

AAA Name: Area Agency on Aging of South Plains

Congregate Meals

BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- I have read the note below and the instructions applicable to this budget worksheet.
- I have reviewed this budget worksheet after its preparation.
- To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.
- This budget worksheet was prepared from the books and records of the contracted provider.
- I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

City of Lubbock

Name of Contracted Provider

Printed/Typed Name of Signer

October 1, 2016

Date _____

Signature

Signer Authority:

(check one)

7

Sole Proprietor☐

Partner

☐

Corporate Officer

☐

Association Officer

Board Member




Governmental Official

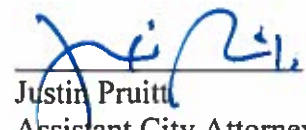
Attest:

Rebecca Garza
City Secretary

Approved as to Content:


Bridget Faulkenberry
Parks and Recreation Director

Approved as to Form:


Justin Pruitt
Assistant City Attorney

9/28/16 10:10 AM

Provider Name: City of Lubbock

AAA Name: Area Agency on Aging of South Plains

Transportation

BUDGET WORKSHEET CALCULATION OF THE UNIT RATE

1. Total Budgeted Expenses for Contract Year

1. \$ 73,925.80

2. Total Number of Anticipated Units to be Provided

DADS A&I AAA - 10 %		Program			
Match Required	4,560	Income	140	Other Sources 6	0
DADS A&I AAA - 25 %		Local Funds -			
Match Required	0	Eligible Trips	2,900	Other Sources 7	0
		Other Funds -			
DADS A&I AAA - Full Unit		Non-Eligible			
Rate	0	Trips	0	Other Sources 8	0

2. 7,600

3. Cost per unit (Line 1 divided by Line 2) - Full Unit Rate

3. \$ 9.73

Reimbursement Calculation for Contracts Requiring Unit Rate Match Reduction

4. Mandatory Local Match of 10%

\$ 0.97

** If Applicable, Match Reduction From the In-kind Match Certification form
Required Match

\$ -

4. \$ 0.97

5. Full Unit Rate Less Required Match (Line 3 minus Line 4)

5. \$ 8.76

4. Mandatory Local Match of 25%

\$ 2.43

** If Applicable, Match Reduction From the In-kind Match Certification form
Required Match

\$ -

4. \$ 2.43

5. Full Unit Rate Less Required Match (Line 3 minus Line 4)

5. \$ 7.30

**If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

Contract Reimbursed at Full Cost Per Unit Rate. Match Requirements Will Be Met Through Provision of Additional Units

\$ 9.73

Contractor Initial

AAA Initial

City of Lubbock
Legal Name of Contracted Provider

Signature

Printed/Typed Name of Signer

10/01/16
Date

Area Agency on Aging of South Plains
Name of Area Agency on Aging

Signature


Tim C. Pierce
Printed/Typed Name of Signer

06/30/16
Date


Attest:

Rebecca Garza
City Secretary

Approved as to Content:


Bridget Faulkenberry
Parks and Recreation Director

Approved as to Form:


Justin Pruitt
Assistant City Attorney

9/28/16 10:13 AM

Provider Name: City of Lubbock

AAA Name: Area Agency on Aging of South Plains

Transportation

BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- I have read the note below and the instructions applicable to this budget worksheet.
- I have reviewed this budget worksheet after its preparation.
- To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.
- This budget worksheet was prepared from the books and records of the contracted provider.
- I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

City of Lubbock

Name of Contracted Provider

Printed/Typed Name of Signer

October 1, 2016

Date

Signature

Signer Authority:
(check one)

☐
☐
☐

Sole Proprietor
Partner
Corporate Officer


☐
☐
☒

Association Officer
Board Member
Governmental Official

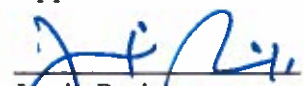
Attest:

Rebecca Garza
City Secretary

Approved as to Content:


Bridget Faulkenberry
Parks and Recreation Director

Approved as to Form:


Justin Pruitt
Assistant City Attorney



Regular City Council Meeting

6. 2.

Meeting Date: 11/17/2016

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing the Mayor to execute an industrial tax abatement agreement with Monsanto Southern Production Company, LLC.

Item Summary

The City of Lubbock received an application for industrial tax abatement from Monsanto for the construction of a new facility and acquisition of machinery and equipment.

The property is not located in an enterprise zone, so a reinvestment zone is required for the City Council to consider tax abatement for the facility and machinery and equipment. The public hearing for the reinvestment zone and 1st reading of the Ordinance creating the reinvestment zone were on the October 13, 2016, City Council meeting. The 2nd reading of the ordinance creating the reinvestment zone was approved at the October 27, 2016 City Council meeting.

The project meets the Industrial Tax Abatement Policy and Guidelines minimum investment for a new company of \$1,000,000 in real property improvements. Total investment in the project will be \$56,500,000 for real property improvements and \$43,500,000 for machinery and equipment. The project will create 40 new jobs with an annual payroll of approximately \$2,065,000.

The City Council approved the Notice of Intent to the other taxing jurisdictions at the October 27, 2016 City Council meeting and the notice was sent to the other taxing jurisdictions at least seven days prior to this Council meeting.

The term of the contract is 10 years, 100% tax abatement for all years.

Fiscal Impact

The estimated total amount of the City tax abatement will be \$5,380,200 over the term of the abatement.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

RESO Monsanto Tax Abatement
Monsanto Tax Abatement Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute, for and on behalf of the City of Lubbock, a Tax Abatement Agreement with Monsanto Southern Production Company, LLC, and all related documents. Said Tax Abatement 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 _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock, Executive Director of Finance

APPROVED AS TO FORM:



Justin Pruitt, Assistant City Attorney

CITY OF LUBBOCK TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement is by and between the City of Lubbock, a Texas home rule municipal corporation, and the Monsanto Southern Production Company, LLC, a limited liability company, for the abatement of certain taxes at the property located at 11613 North Interstate 27, Lubbock, Lubbock County, Texas.

RECITALS

WHEREAS, on March 15, 2016, the City of Lubbock received an application for tax abatement from the Monsanto Southern Production Company, LLC, concerning improvements to real property and tangible personal property; and

WHEREAS, the Monsanto Southern Production Company, LLC's application for tax abatement addresses, among other things, the construction of a new facility and the addition of new equipment to the property located at 11613 North Interstate 27, Lubbock, Lubbock County, Texas; and

WHEREAS, upon review of the Monsanto Southern Production Company, LLC's application for tax abatement, the City Council of the City of Lubbock found that the property located at 11613 North Interstate 27, Lubbock, Lubbock County, Texas is in the Reinvestment Zone designated by the City of Lubbock in Ordinance No. 2016-O____; and

WHEREAS, the City Council of the City of Lubbock, through Resolution No. 2015-R0347, adopted the Guidelines and Criteria Governing Tax Abatement for Industrial Projects in the City of Lubbock; and

WHEREAS, the Texas Tax Code, Section 312.002, and Section IV of the Guidelines and Criteria Governing Tax Abatement for Industrial Projects in the City of Lubbock, recognize the construction of a new facility and the addition of personal property in the form of equipment as being eligible for tax abatement; and

WHEREAS, the City Council of the City of Lubbock hereby finds that the Guidelines and Criteria Governing Tax Abatement for Industrial Projects in the City of Lubbock have been, or will be, met by the Monsanto Southern Production Company, LLC; and

WHEREAS, the City of Lubbock has complied with all the requirements set forth in the Texas Tax Code, Section 312.201, and with all of the requirements set forth in the Guidelines and Criteria Governing Tax Abatement for Industrial Projects in the City of Lubbock; and

NOW THEREFORE, in consideration of the promises, terms, covenants, and conditions contained in this Tax Abatement Agreement, the City of Lubbock and the Monsanto Southern Production Company, LLC agree as follows:

AGREEMENT

1. Definitions. The following terms shall have the meanings ascribed to them in this Section for purposes of this Agreement:

"Agreement" means this Tax Abatement Agreement, including its Recitals and Exhibits.

“Application” means the Monsanto Southern Production Company, LLC’s application for municipal tax abatement submitted to the City, a copy of which is attached to this Agreement as “Exhibit C.”

“City” means the City of Lubbock.

“Company” means the Monsanto Southern Production Company, LLC.

“Guidelines” means the Guidelines and Criteria Governing Tax Abatement for Industrial Projects in the City of Lubbock that were adopted by the City Council through Resolution No. 2015-R0347, a copy of which is attached to this Agreement as “Exhibit B.”

“Improvement Project” means the improvements to real property and the tangible personal property that are eligible for tax abatement and that are specified in the Monsanto Southern Production Company, LLC’s application for municipal tax abatement, a copy of which is attached to this Agreement as “Exhibit C.”

“Site” means the Monsanto Southern Production Company, LLC’s property located at 11613 N. Interstate 27, Lubbock, Lubbock County, Texas, with a more particular description and depiction attached to this Agreement as “Exhibit A.”

“Term” means the period of time in which this Tax Abatement Agreement is effective as provided in Section 3.

2. Recitals and Exhibits. The representations, covenants, and recitations which are set forth in the foregoing Recitals, and which are included in the Exhibits attached hereto, are material to this Agreement and are hereby incorporated into and made a part of this Agreement.

3. Term. This Agreement shall become effective upon the date of its execution by the Parties, and unless this Agreement is terminated earlier according to any provision contained herein, the Term of this Agreement shall be ten (10) years, with such Term commencing on January 1 of the tax year after the Improvement Project is at least ninety percent (90%) complete.

4. Base Year and Assessed Value. The base year applicable to the real and personal property, which is the subject of this Agreement, shall be 2016. The assessed value of the real and personal property, which is the subject of this Agreement, shall be the January 1, 2016 assessed value of such property as certified by the Lubbock Central Appraisal District.

5. Base Year Taxes. The Company shall pay the base year taxes upon the real and personal property which is the subject of this Agreement according to the base year assessed value. Therefore, the Company hereby acknowledges that the base year taxes levied upon the real and personal property at the Site cannot be abated.

6. Abatement of Increase in Base Year Tax. In accordance with Texas Tax Code, Section 312.204, real property taxes applicable to the real property that is the subject of this Agreement shall be abated only to the extent that the assessed value for any given year within the Term exceeds the base year assessed value.

7. Property Ineligible for Tax Abatement. The property described and set forth in Section IV (6) of the Guidelines is incorporated by reference herein as if fully set out in this Agreement and fully describes the property ineligible for tax abatement.

8. Exemption from Tax for Improvement Project. The City covenants and agrees to exempt from taxation, in accordance with the appropriate Sections above, the following:

- a. All proposed new improvements to be placed upon the Site.
- b. All eligible tangible personal property placed in or upon the Site. Any equipment or personal property owned by the Company prior to the execution of this Agreement, or already located in an existing facility, shall not be considered “eligible tangible personal property” under this Agreement.
- c. It is further understood that all items affixed to the new improvements placed upon the real property identified above and in Exhibit “A”, including machinery and equipment, shall be considered part of the real property improvement and taxes thereon shall be abated in accordance with the provisions of subparagraph (a) of this Section.

9. Economic Qualifications. As set forth in Section IV(3)(a) of the Guidelines, the Company agrees to expend funds necessary to qualify for the tax abatement provided by this Agreement by constructing a new facility on the Site. A description of the kind, number, and location of all proposed improvements is set forth in the Application attached hereto.

10. Value of Improvements. In accordance with Texas Tax Code, Section 312.204(a), the Company will expend one hundred million dollars (\$100,000,000) for the construction of a new facility and the purchase of new equipment and machinery to be located at the Site

After the commencement of this Agreement, the Company agrees that if the initial tax appraisal on the Site does not reflect an increase in value at the Site equal to or exceeding one hundred million dollars (\$100,000,000) for the real property improvements and tangible personal property described in this Agreement, the Company will provide to the City invoices and proof of payment for the construction of the new facility and the purchase of new equipment and machinery located at the Site in an amount of not less than one hundred million dollars (\$100,000,000).

11. Job Creation. Through the construction and operation of the new facility which is the subject of this Agreement, the Company agrees to create forty (40) new jobs at the Site. By December 31, 2017, the Company agrees to create ten (10) jobs at the Site and retain those jobs throughout the Term. In addition to the ten (10) jobs created in 2017, the Company agrees to create thirty (30) jobs at the Site by December 31, 2018, and retain those jobs throughout the Term.

12. Portion of Tax Abated. Throughout the Term, the City agrees to abate taxes on the Improvement Project according to the following schedule:

Year 1: 100%	Year 6: 100%
Year 2: 100%	Year 7: 100%
Year 3: 100%	Year 8: 100%
Year 4: 100%	Year 9: 100%
Year 5: 100%	Year 10: 100%

13. Type of Improvements. In its Application, the Company proposes to construct a facility and purchase machinery and equipment for the Site. The Company acknowledges that the construction of the new facility and the purchase of the new machinery and equipment

commenced on March 15, 2016, and the Company hereby guarantees that the construction and purchase shall be completed by May 31, 2017. In the event that circumstances beyond the control of the Company necessitate additional time for the completion of such construction and purchasing, the Company may request an extension of the above date from the City and such consent shall not unreasonably be withheld. Company shall provide proof of completion within ten (10) days of completion of such construction and purchase.

14. Limitation on Use. Throughout the Term, the Company agrees to limit the use of the Site to commercial and industrial uses, as those terms are defined in the zoning ordinances of the City, and to limit the uses of the Site to those uses consistent with the general purpose of encouraging development of the reinvestment zone. To the extent that it is authorized to do so under law, the City hereby acknowledges that the Improvement Project satisfies the general purpose of encouraging development of the reinvestment zone.

15. Compliance and Recapture. In the event of default of this Agreement by the Company, other than a default by the Company in connection with a casualty or natural disaster, the City shall provide notice to the Company of the same. If the Company does not cure such default after the notice of such default and after an opportunity to cure such default have been provided to the Company by the City, then the City may exercise any of the options available to it by law or under the Guidelines, including the City's ability to:

- i. renegotiate this Agreement as set forth in Section IX(a) of the Guidelines;
- ii. terminate this Agreement under Section IX(1)(b) of the Guidelines; or
- iii. terminate this Agreement and recapture abated taxes under this Agreement in accordance with Sections IX(1)(c) and X of the Guidelines.

16. City Access to Property. Throughout the Term, the Company covenants and agrees that the City shall have access to the Site and to the Improvement Project upon reasonable notice, during normal business hours, and subject to the Company's reasonable security, safety, confidentiality, and operational standards, and that the City shall be able to inspect the Site and the Improvement Project and any documents reasonably necessary to insure the Company's compliance with the terms and conditions of the Application and this Agreement.

17. Certification. The Company agrees to provide to the City annual, written certification that the Company is in compliance with the terms of the Agreement. Such annual, written certification shall be delivered by the Company to the City on a form provided by the City within a reasonable time after the Company's receipt of said form from the City.

18. Notices. Unless otherwise altered by either Party through written notice to the other Party, any notice required to be given by this Agreement shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

CITY OF LUBBOCK
City Manager
PO Box 2000
Lubbock, Texas 89457

MONSANTO COMPANY
Jeff Mc Farland, Sr. Director, Domestic Tax
800 N. Lindbergh Blvd., G5EE
Saint Louis, MO 63167

19. Assignment. This Agreement may not be assigned without the written the approval of the City.

20. Representations. The City represents that:

- a. the Site is within the Reinvestment Zone designated by Ordinance No. 2016-O____; and
- b. the City has complied with all of the requirements set forth in Texas Tax Code, Section 312.201 and with all the criteria and guidelines as set forth in the Guidelines.

21. Miscellaneous.

- a. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provisions of this Agreement.
- b. Amendments. Any amendment to this Agreement shall be of no effect unless in writing and signed by all parties hereto.
- c. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by any other Party.
- d. Venue and Applicable Law. This Agreement is subject to all present and future valid laws, orders, rules, ordinances, and regulations of the United States of America, the State of Texas, the Parties, and any other regulatory body having jurisdiction. This Agreement shall be construed and governed according to the laws of the State of Texas. The sole venue for any action, controversy, dispute, or claim arising under this Agreement shall be in a court of appropriate jurisdiction in Lubbock County, Texas exclusively.
- e. Rights and Remedies Reserved. 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, provided that any claim by the City of a default by the Company under this Agreement shall not result in additional liability to the Company beyond the forfeiture and recapture of the abatement authorized under this Agreement. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Agreement, the former shall control.
- f. Public Information. 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 same shall be of no force and effect.
- g. No Third-Party Beneficiaries. This Agreement is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth above, this Agreement shall not be deemed to create any rights in or obligations to any third parties.

- h. No Personal Liability. Nothing in this Agreement is construed as creating any personal liability on the part of any employee, officer or agent of the Company or of any public body that may be a Party to this Agreement.
- i. No Joint Enterprise. This Agreement is not intended to, and shall not be construed to create any joint enterprise between or among the Parties.
- j. No Indemnification by City. The parties expressly acknowledge that the City's authority to indemnify and hold harmless any third Party is governed by Article XI, Section 7 of the Texas Constitution and any provision which purports to require indemnification by the City is invalid.
- k. Sovereign Immunity Acknowledged and Retained. **THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITIES FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY RETAINS ALL OF ITS GOVERNMENTAL IMMUNITY.**

22. 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 of the City.

SIGNATURES

This Tax Abatement Agreement is hereby executed on _____, 2016.

CITY OF LUBBOCK

**MONSANTO SOUTHERN
PRODUCTION COMPANY, LLC**

DANIEL M. POPE, MAYOR

**Phillip M. Gnolfo,
Sr. Director, Domestic Tax**

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Melissa Guejido for CBrock

Cheryl Brock, Executive Director of Budget

APPROVED AS TO FORM:

J. Prunt

Justin Prunt, Assistant City Attorney

EXHIBIT A: The Property – Legal Description & Map

METES AND BOUNDS DESCRIPTION of a 150.00-acre tract of land located in Section 39, Block D, L&SV Railroad Company Survey, Abstract 6, Lubbock County, Texas, being the East 150.00 acres of that same land described as Tract 1 in deed recorded in County Clerk File Number 2007048830, Official Property Records of Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod and cap marked "HUGO REED ASSOC" set in the North line of said Section 39 for the Northwest corner of this tract, which bears S. 88°28'45" E. a distance of 1644.47 feet from a 1/2" iron rod found at the Northwest corner of said Section 39;

THENCE S. 88°28'45" E., along the North line of said Section 39, a distance of 2441.55 feet to a railroad spike found in the West right-of-way line of Interstate Highway 27 at the Northeast corner of this tract;

THENCE S. 01°22'14" E., along the West right-of-way line of said I-27, at 50.14 feet pass a 1/2" iron rod with cap marked "STEVENS RPLS 4339" found in reference, continuing for a total distance of 998.02 feet to a 1/2" iron rod with cap marked "HUGO REED ASSOC" set for a corner of this tract;

THENCE S. 02°47'29" W., continuing along said right-of-way line a distance of 651.95 feet to a 1/2" iron rod with cap marked "HUGO REED ASSOC" set for a corner of this tract;

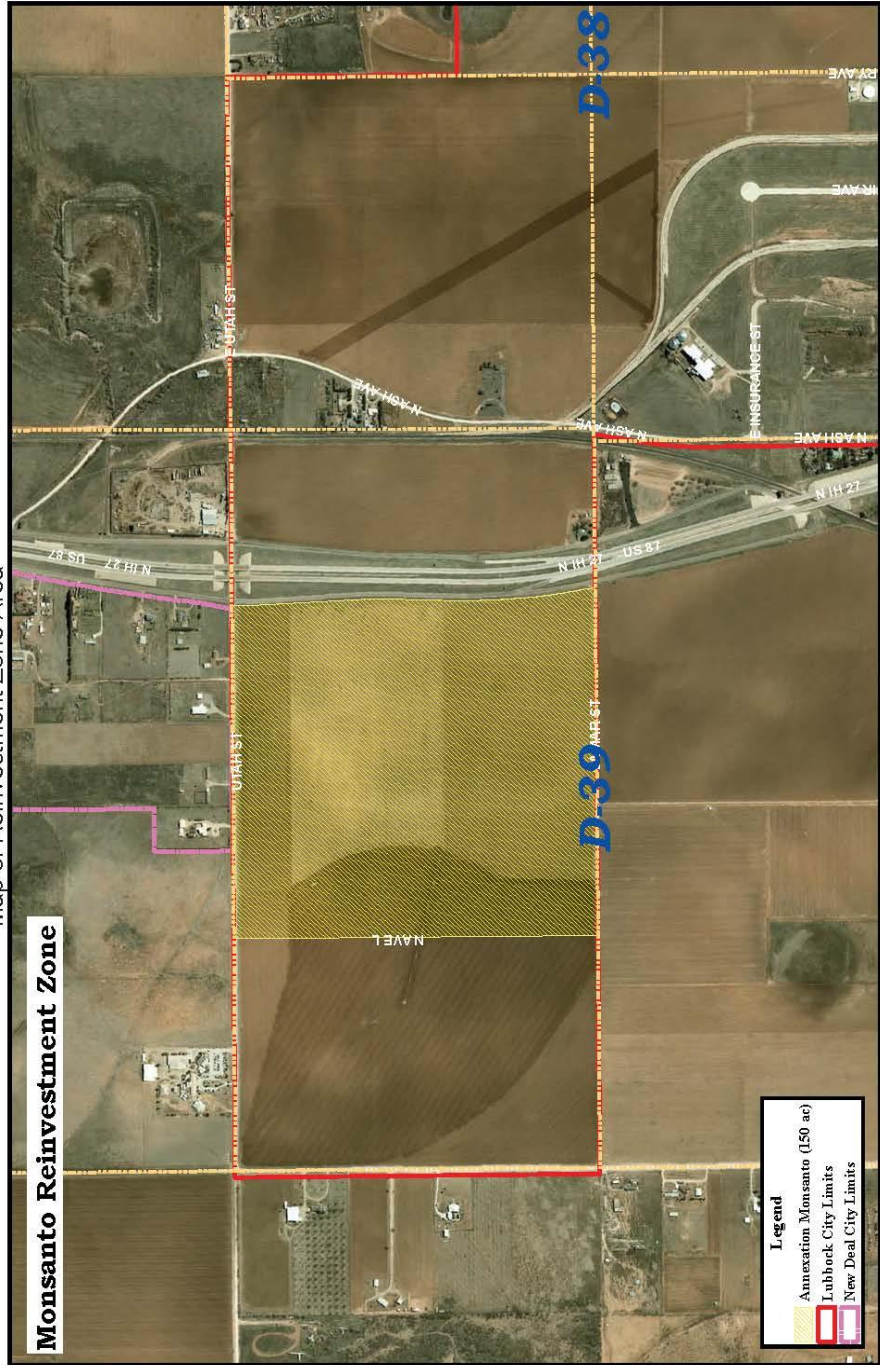
THENCE Southeasterly, continuing along said right-of-way line, along a curve to the left, said curve having a radius of 3994.83 feet, a central angle of 13°30'18", a chord bearing of S. 03°57'38" E., a chord distance of 939.44 feet to a 1/2" iron rod with cap marked "STEVENS RPLS 4339" found at a corner of this tract;

THENCE S. 10°43'14" E., continuing along said right-of-way line a distance of 47.32 feet to a 1/2" iron rod with cap marked "RL SMITH RPLS 3906" found in the South line of the North half of said Section 39 at the Southeast corner of this tract;

THENCE N. 88°36'34" W., along the South line of said North Half, a distance of 2568.08 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC" set for the Southwest corner of this tract;

THENCE N. 01°19'20" E. a distance of 2635.78 feet to the Point of Beginning.

Map of Reinvestment Zone Area



**EXHIBIT B: Guidelines and Criteria Governing Tax Abatement
For Industrial Projects in the City of Lubbock**

October 22, 2015

RESOLUTION

WHEREAS, in November of 2013, 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:**

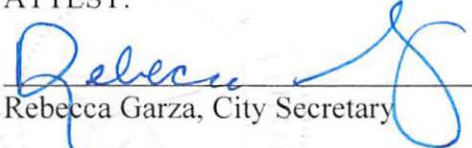
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

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 October 22, 2015.


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

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 a designated Enterprise 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 designated Enterprise Zone, 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 Council who did not have an active tax abatement in place before becoming a member of the governing body.
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. 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 or a designated Enterprise Zone as provided by V.T.C.A. Gov. Code, Chapter 2303, 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 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 as required by V.T.C.A Tax Code, Section 312.2041. 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 adopted by the City Council are effective for two years from the date adopted 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.

**EXHIBIT C: Monsanto Southern Production Company, LLC's
Application for Tax Abatement**



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

3/16/2016

Company Name: Monsanto Company

Physical Address: 800 N. Lindbergh, G5EE

Mr. Mike F. Rogers

St. Louis, MO 63167

Telephone: 314-694-3828

Current Number of Employees: 22,500

Annual Sales: \$15 Billion

Employees in City Limits: 20 at another facility

Mailing Address: Same

Years in Lubbock: 6

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: 11613 N. IH27, Lubbock, TX

Zipcode: 79403

School District: New Deal ISD

Legal Description: BLK D SEC 39 AB 6 N/2 ACS: 150

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

Project Description:

X New Construction

~ 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? Yes ~ ☒ No

Section A - Facility Information

Type of Facility/abatement:

~ Advanced Technologies and Manufacturing

~ Warehouse/Distribution

~ Research and Development

X 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: Cottonseed delinting, conditioning, packaging and distribution.

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: 3/15/2016 _____ Contract Amount: \$100,000,000 _____

Completion Date: 5/31/2017 _____ Peak Construction Jobs: 250

Modernization:

Estimated current economic life of structure 40 years

Added economic life from modernization NA years

Permanent Job Creation/Retention:

Current employment: 0 Jobs to be Retained: 0

Jobs created at opening: 40 by year 2017

If existing facility, what is the current plant payroll: N/A

Estimated amount of new payroll: \$2,065,000

Estimated Appraised Value On Site	Land	Improvements	Personal Property
Value on January 1 preceding abatement	128,000	N/A	N/A
Estimated value of new abatable improvements	0	56,500,000	43,210,000
Estimated value of properties not subject to abatement	517,000	0	290,000
Estimated value of property after improvements	645,000	56,500,000	43,500,000

Land is valued at **645,000** in the Performance Agreement. There is **no existing tangible personal property** on this site at the last assessment date. No vehicles are anticipated to be purchased for this facility. Office furnishings and equipment of **290,000** are estimated to be acquired. Capital Expenditures per the Performance Agreement are estimated at **\$100,000,000**.

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? **X** Yes ~ No

Company Representative to be Contacted:

Name: Mike Rogers

Title: Director- Domestic Tax

Address: 800 N. Lindbergh Blvd., G5EE

Saint Louis Mo 63167

e-mail: mike.f.rogers@monsanto.com

Authorized Company Official:

Authorized Signature: 

9/6/2016

Name & Title: David Penn

Cotton and Specialty Crops Lead

Phone Number: 314-694-2214

e-mail: david.w.penn@monsanto.com

Estimated Appraised Value On Site	Land	Improvements	Personal Property
Value on January 1 preceding abatement	128,000	N/A	■
Estimated value of new abatable improvements	0	56,500,000	43,210,000
Estimated value of properties not subject to abatement	517,000	0	■
Estimated value of property after improvements	■	56,500,000	43,500,000

Land is valued at ■ in the Performance Agreement. There is ■ on this site at the last assessment date. No vehicles are anticipated to be purchased for this facility. Office furnishings and equipment of ■ are estimated to be acquired. Capital Expenditures per the Performance Agreement are estimated at \$100,000,000.

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? **X Yes** ~ No

Company Representative to be Contacted:

Name: Mike Rogers

Title: Director- Domestic Tax

Address: 800 N. Lindbergh Blvd., G5EE

Saint Louis Mo 63167

e-mail: mike.f.rogers@monsanto.com

Authorized Company Official:

Authorized Signature: 

Name & Title: David Penn

Cotton and Specialty Crops Lead

Phone Number: 314-694-2214

e-mail: david.w.penn@monsanto.com

7/6/2017

DWP

Estimated Appraised Value On Site	Land	Improvements	Personal Property
Value on January 1 preceding abatement	128,000	N/A	N/A
Estimated value of new abatable improvements	0	56,500,000	43,210,000
Estimated value of properties not subject to abatement	517,000	0	297,000
Estimated value of property after improvements	645,000	56,500,000	43,500,000

Land is valued at **645,000** in the Performance Agreement. There is **no existing tangible personal property** on this site at the last assessment date. No vehicles are anticipated to be purchased for this facility. Office furnishings and equipment of **297,000** are estimated to be acquired. Capital Expenditures per the Performance Agreement are estimated at **\$100,000,000**.

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? X Yes ~ No

Company Representative to be Contacted:

Authorized Company Official:

Name: Mike Rogers

Authorized Signature:

Title: Director- Domestic Tax

Name & Title: David Penn

Cotton and Specialty Crops Lead

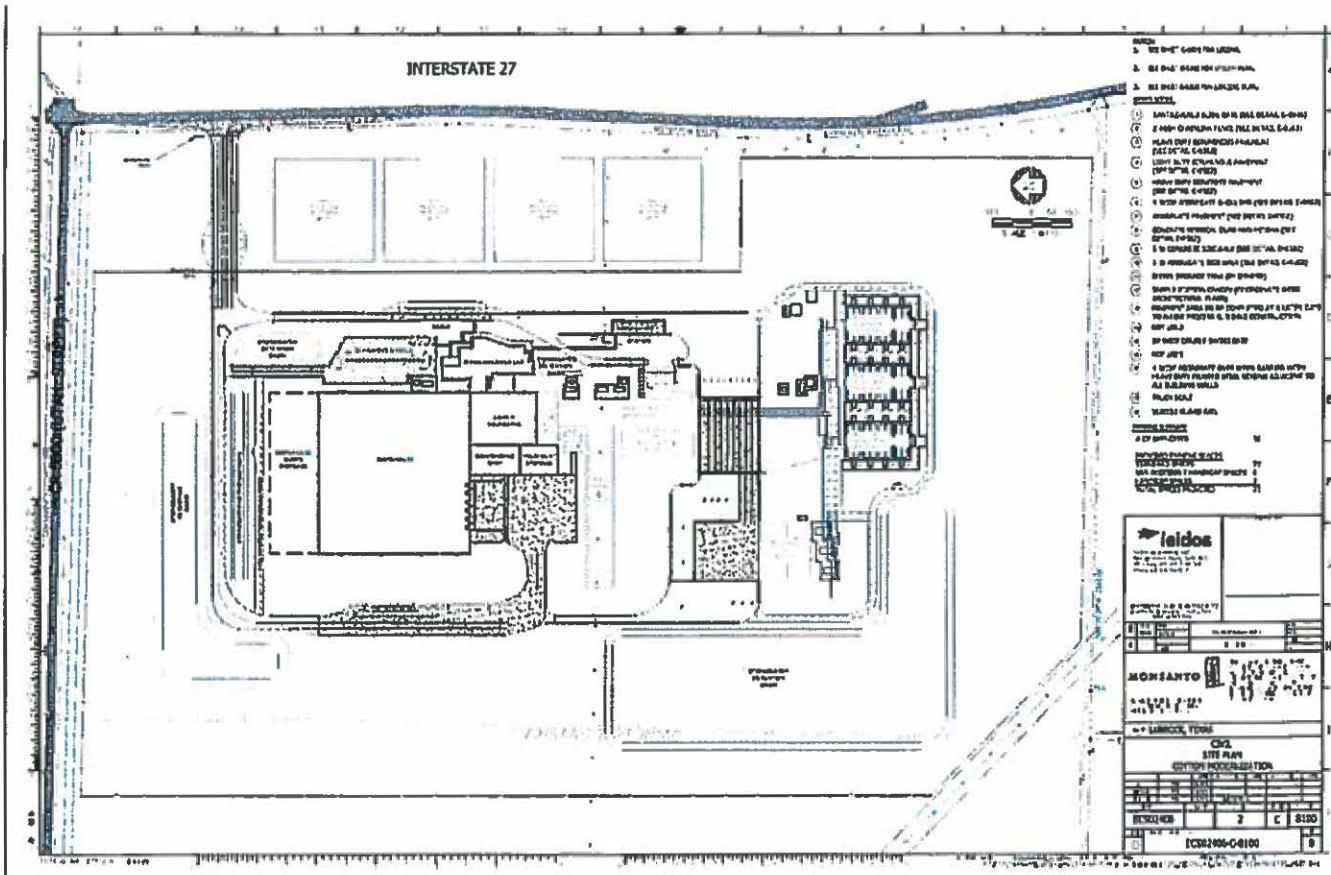
Address: 800 N. Lindbergh Blvd., G5EE

Saint Louis Mo 63167

Phone Number: 314-694-2214

e-mail: mike.f.rogers@monsanto.com

e-mail: david.w.penn@monsanto.com



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.

The site will be established as Monsanto's primary U.S. hub for all commercial cotton seed processing operations – to include cleaning, treating and bagging of cotton seed – while existing processing facilities will transition to support storage and warehousing, pre-commercial operations and research in various parts of the Cotton Belt. An attachment has been provided.

Tax abatements requested as described in the LEDA performance agreement.

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.

Plant will manufacture and distribute all of Monsanto's branded cotton seed across all U.S. cotton growing regions, over 95% of which are located outside of Lubbock County. An attachment has been provided.

Attachment 5 – Lubbock Central Appraisal District Assessed Value

Lubbock Central Appraisal District (Old Parcel details before subdivision and annexation).

New parcel is 150 acres, annexed into the City of Lubbock and the Lubbock Cooper ISD. Assumed assessed value for 150 acre tract is \$113,268.

Owner Information

Owner ID: 00084082
 Owner Name: BRI-WAY FARMS
 Owner Address: 890 COUNTY ROAD 45
 EARTH, TX 79031-3501
 Property Address:

Parcel Information

Legal Description: BLK D SEC 39 AB 6 N/2 ACS: 288.408
 Neighborhood: 0901(0901 - New Deal Isd)
 Acreage: 288.41
 Cross Reference: AC28039-90008-50000-000
 Undivided Interest:
 Exemption Codes:
 Entity Codes: GLB (Lubbock County)
 HSP (Lubb Cnty Hospital)
 SND (New Deal ISD)
 WHP (HI Plains Water)
 Deed Type: Warranty Deed
 Deed Book:
 Deed Page: 2007-48830
 Map Page: 311
 Links:

Values Breakdown

2015 Value

Land HS:	\$0 +
Land NHS:	\$217,785 +
Improvement HS:	\$0 +
Improvement NHS:	\$0 +
Ag Market:	\$0
Ag Use:	\$0 +
Timber Market:	\$0
Timber Use:	\$0 +
Assessed:	\$217,785 =

Land

ID	Type	SPTB	Acres	Market
Land1	IC (Irr Crop)	E (E - Real: Rural Land not Open-space and Residential Imps)	220.00000	\$ 187,000
Land2	DC (Dry Crop)	E (E - Real: Rural Land not Open-space and Residential Imps)	68.41000	\$ 30,785

City of Lubbock
Application for Industrial Tax Abatement
Attachment #3

Lubbock Facility		
Equipment & Instrumentation	43,500,000	(see detail attached)
Building	48,500,000	
Site Improvements	8,000,000	
Total Estimated Project Cost:	<u>100,000,000</u>	
	290,000	Not Subject to Abatement
	99,710,000	Subject to Abatement

MONSANTO



MONSANTO COMPANY

TAX DEPARTMENT

800 N. LINDBERGH BLVD.

ST. LOUIS, MISSOURI 63167

FAX: (314) 694-8847

<http://www.monsanto.com>

VIA FEDERAL EXPRESS

October 11, 2016

City of Lubbock
ATTN: Cheryl Brock
1625 13th Street
Lubbock, TX 79401

Dear Cheryl –

Enclosed you will find the tax abatement signature page.

Sincerely,

Bob Neu

Enclosure



Regular City Council Meeting

6. 3.

Meeting Date: 11/17/2016

Information

Agenda Item

Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 3 to the Agreement for Construction Phase Services with Parkhill, Smith & Cooper, Inc. for the reconstruction of 34th Street from Indiana Avenue to Quaker Avenue.

Item Summary

The original contract was approved by City Council on February 13, 2014, for Construction Phase Services on the 34th Street Project from Quaker Avenue to Indiana Avenue.

Additional inspection time is needed on this project to cover unforeseen weather delays and to cover the additional time also needed for the contractor to complete his tasks due to the weather delays.

Staff has successfully negotiated Amendment No. 3 with Parkhill, Smith and Cooper, Inc. for the additional amount of \$69,784.40. This additional funding will cover the additional time needed to finish the closeout tasks for the project. The number of hours tasked to perform each item has been reviewed by Staff and believed to be within the professional engineering scope necessary to complete this project.

Fiscal Impact

\$22,557,200 is appropriated in Capital Improvement Project 92217, 34th Street Reconstruction, from Quaker to Avenue Q, with \$69,785 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution - PSC
Agreement for Amendment
Amendment No. 3 PSC
PSC backup
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 3 to the Agreement for Engineering Services for reconstruction of 34th Street from Indiana Avenue to Quaker Avenue, by and between the City of Lubbock and Parkhill, Smith & Cooper, Inc., and related documents. Said Amendment No. 3 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 _____.

DANIEL M. POPE, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

RES.Amendment No 3-Agrmt-PS&C
October 20, 2016

COUNTY OF LUBBOCK §

This amendment to Agreement is entered into this ____th day of _____, 2016 between the City of Lubbock, a Texas municipal corporation (hereinafter called "the Owner") and Parkhill, Smith & Cooper, Inc. (the "Engineer"), with principle offices at 4222 85th Street, Lubbock, Texas 79423.

WHEREAS, the Engineer and the Owner have previously entered into Agreement dated February 13, 2014 for construction period services for the 34th Street from Indiana Avenue to Quaker Avenue Project (hereinafter called "the Agreement"); and

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

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

- 1) THAT Article 1 of the Agreement is hereby amended to read as follows:

ARTICLE 1- EFFECTIVE DATE & TERM OF CONTRACT

The effective date of this Agreement shall be February 13, 2014. Unless amended, the Engineer will complete all work under this Agreement by November 30, 2016.

- 2) THAT Article 3 of the Agreement is hereby amended to read as follows:

ARTICLE 3- COMPENSATION

Owner shall pay the Engineer for Basic Engineering Services in accordance with Attachment B, Compensation, which is attached hereto and incorporated by reference as a part of this Agreement, and compensation for Construction Period Services shall not exceed \$1,141,131.11 without authorization by City Council.

- 3) This Amendment to the Agreement shall be effective upon execution. The remainder of the Agreement shall remain in full force and affect except as changed herein.

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

CITY OF LUBBOCK

Daniel M. Pope, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:




Neil Welch, PE, Assistant City Engineer

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

PARKHILL, SMITH & COOPER, INC.



John T. Hamilton, P.E.
Principal/Sector Director

**CITY OF LUBBOCK
PURCHASING AND CONTRACT MANAGEMENT
CHANGE ORDER**

Contract No:	11746	Contractor:	Parkhill, Smith & Cooper, Inc.
Change Order No:	3	Contract Title:	34 th Street from Indiana Avenue to Quaker Avenue, Construction Period Services
BID/RFP No:	2014-R0046	Project No:	92217

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

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

Extend time and amount of contract to allow construction-phase services to continue since construction time has been extended because of weather, contractor, and scope delays. See attached schedule and fee sheet.

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

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

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
A.	ORIGINAL CONTRACT VALUE:	\$ 857,290.00
B.	AMOUNT OF THIS CHANGE ORDER: <i>Council approval required if over \$25,000</i>	\$ 69,784.40
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	8.14%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$ 214,056.71
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	\$ 283,841.11
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): <i>25% Maximum</i>	33.11%
G.	NEW CONTRACT AMOUNT (A+E):	\$ 1,141,131.11

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

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

(1) CONTRACTOR

Date


(2) PROJECT ARCHITECT/ENGINEER

10-12-2016
Date

Approved as to Content:

Approved as to Form:


(3) OWNER'S REPRESENTATIVE

10-20-16
Date


(4) CITY ATTORNEY

10/20/16
Date


(5) CAPITAL PROJECTS MANAGER

10-20-16
Date


(6) PURCHASING AND CONTRACT MANAGER

11-02-2016
Date

Change Orders over \$25,000 require a Contract Cover Sheet and the following signatures:

CITY OF LUBBOCK

ATTEST:

(7) MAYOR

Date

(8) CITY SECRETARY

Date

Council Date: _____ Agenda Item #: _____ Resolution #: _____

October 12, 2016

Mr. Neil Welch, P.E.
Assistant City Engineer
City of Lubbock
1625 13th Street
Lubbock, TX 79401

Re: 34th Street Construction Phase Change Order

Dear Mr. Welch:

Enclosed please find the projected construction schedule for 34th Street, based on discussions with the Contractor and anticipated weather days. Based on the schedule, **final completion is expected to occur in November of 2016**, which is about 17 months later than originally planned. If the Contractor is able to achieve this schedule, based on what PSC has spent in construction phase services to date and projecting out anticipated services, **our additional projected costs would amount to \$69,784.40** (this includes some time for record drawing production at completion).

As you know, Allen Butler Construction has stated that much of the delay is due to the above average moisture received (particularly in the Spring of 2015) and the slow progress they've made since, with the limited crews they were able to keep during that time. In addition, time has been added to the project for increased scope, including:

- Replacement of poor soils in the Quaker intersection
- Replacement of existing water lines and sewer lines found leaking beneath the Quaker intersection
- Replacement of collapsed manholes just east of Quaker
- Cement treatment of existing soils along 34th ST

Please look at the projected schedule and fee and let me know if you feel safe with these assumptions, or if some contingency needs to be built in. And please call if you have any questions.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By


Kyle Jackson, P.E.
Project Manager

cc:

Enclosures

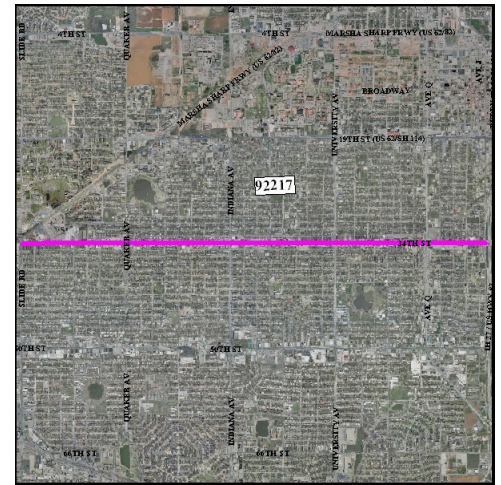
\\Data1\Projects\2012\2692.12\ADMIN\CONTRACTS\CONSTRUCTION PHASE\Amendment#3\2016-10-12 Cover Letter.docx

**City of Lubbock, TX
Capital Project
Project Cost Detail
November 17, 2016**

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

		Budget
<i>Encumbered/Expended</i>		
Parkhill Smith and Cooper, Inc - Design Phase 1	\$	1,812,793
City of Lubbock Staff Time		98,583
Lone Star Dirt and Paving Contract - Construction 1		8,988,866
Parkhill Smith and Cooper - Construction Phase Services-1		988,091
Parkhill Smith and Cooper, Inc - Design Phase 2		561,625
Advertising and Promotion		1,062
Traffic Systems		230,132
Municipal Billing		5,151
Allen Butler Construction, Inc.-Construction 2		5,453,267
Parkhill Smith and Cooper - Construction Phase Services-2		857,290
Allen Butler Construction, Inc. Change Order 1		151,098
Allen Butler Construction, Inc. Change Order 2		93,301
Parkhill Smith and Cooper, Inc. CPS-2 Change Order 1		214,056
PSC 34th Street Design Phase 3 & 4		1,192,117
 <i>Agenda Item November 17, 2016</i>		
Parkhill Smith and Cooper, Inc. CPS-2 Change Order 3		69,785
Allen Butler Construction, Inc. Change Order 3		(102,145)
<i>Encumbered/Expended To Date</i>		20,615,072
 <i>Estimated Costs for Remaining Appropriation</i>		
City of Lubbock Staff Time		20,000
City of Lubbock Traffic Items		30,000
Constuction		1,892,128
<i>Remaining Appropriation</i>		1,942,128
Total Appropriation	\$	22,557,200

Project Status **Approved**





Regular City Council Meeting

6. 4.

Meeting Date: 11/17/2016

Information

Agenda Item

Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to execute Change Order No. 3 with Allen Butler Construction, Inc., for the paving improvements on 34th Street from Quaker Avenue to Indiana Avenue, Project Number 92217.

Item Summary

The original contract was approved by the City Council on January 23, 2014, and was for the construction of a five lane concrete roadway, including storm water conveyance structures and improved street lighting and pedestrian elements.

Change Order No.1 included the removal and replacement of sections of old clay tile sanitary sewer main that was leaking.

Change Order No. 2 included the removal and replacement of two manholes on a sanitary sewer main that were beyond repair.

Change Order No. 3 is a negative change order for the reimbursement of expenses to the City of Lubbock for Engineering and Inspection Services required to complete the project. These expenses are attributed to the Contractor failing to meet the contracted deadlines. Change Order No. 3 results in a net credit of \$102,145. This change order is a 1.8% decrease in the contract, for a new contract amount of \$5,595,521.03.

Fiscal Impact

\$22,557,200 is appropriated in Capital Improvement Project 92217, 34th Street Reconstruction - Quaker Avenue to Avenue Q. This item will reduce the amount of the Allen Butler Construction, Inc. contract by \$102,145.

Staff/Board Recommending

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

Attachments

Resolution - Change Order 3 - Allen Bulter Construction, Inc.

Change Order - Allen Butler Construction, Inc.

LD Worksheet

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No. 3 to the Agreement for the reconstruction of 34th Street from Indiana Avenue to Quaker Avenue, by and between the City of Lubbock and Allen Butler Construction, Inc., and related documents. Said Change Order No. 3 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 _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

RES.Amendment No 3-Change Order-Allen Butler Construction, Inc.
October 20, 2016

**City of Lubbock
Purchasing and Contract Management
Change Order**

Contract No: 11647 Contractor: Allen Butler Construction, Inc.
Change Order No. 2 Contract Title: 34th Street from Quaker Avenue to Indiana Avenue
BID/RFP No. 14-11647-TF Project Number: 92217

1. "Change Order" means a written order to a Contractor executed by the Owner in accordance with the contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the contract documents, or an adjustment to the compensation payable to Contractor, or to the time for performance of the contract and completion of the Project, or a combination thereof, which does not alter the nature of the thing to be constructed and is an integral part of the project objective. Adjustments to "Estimated Quantities" to a line item in a Unit Price contract do not require a Change Order. All work that alters the nature of the thing to be constructed or that is not an integral part of the project objective must be let out for public bid. Description of change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project (attach additional pages if necessary):

Change Order #2 is a deduction for additional inspection and management fees associated with the Engineer of Record and Resident Project Representative.

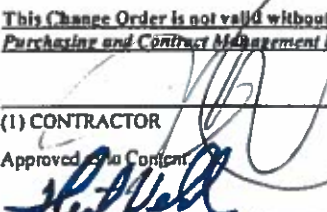
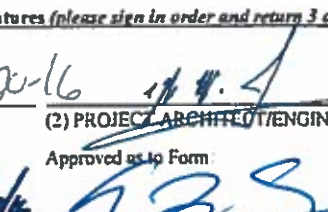


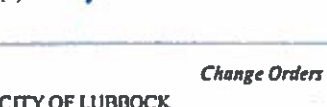

2. Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial contract, no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

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

ITEM	DESCRIPTION	AMOUNT
A.	ORIGINAL CONTRACT VALUE:	\$ 5,453,267.08
B.	AMOUNT OF THIS CHANGE ORDER: <i>Council approval required if over \$25,000</i>	\$ -102,145.05
	COST CENTER: 92217 ACCOUNT: 0240	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	1.8 %
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$ 244,399
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	\$ 142,253.95
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): <i>25% increase or decrease</i>	2.6 %
G.	NEW CONTRACT AMOUNT (A+E):	\$ 5,595,521.03

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

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

(1) CONTRACTOR		Date <u>10/20/16</u>	(2) PROJECT ARCHITECT/ENGINEER		Date <u>10/20/16</u>
Approved as to Content:			Approved as to Form:		
(3) OWNER'S REPRESENTATIVE		Date <u>10/20/16</u>	(4) CITY ATTORNEY		Date <u>10/20/16</u>
(5) CAPITAL PROJECTS MANAGER		Date <u>10/20/16</u>	(6) PURCHASING AND CONTRACT MANAGER		Date <u>11.02.16</u>

Change Orders over \$25,000 require a Contract Cover Sheet and the following signatures:

CITY OF LUBBOCK

ATTEST:

(7) MAYOR	Date	(8) CITY SECRETARY	Date
-----------	------	--------------------	------

Council Date: _____ Agenda Item # _____ Resolution # _____

34th Street Quaker Avenue to Indiana Avenue

10/20/2016

Contract Time:	Substantial Completion	Additional Days Awarded	Adjusted Time	Working Days Beyond Schedule	Anticipated Weather Days	Actual Weather Days	Weather Days beyond Expected
Milestone A						58	0
Roadway	98	57	155				
Parkway	128		185		69		
Milestone B						134	89
Roadway	88	2.5	90.5	26			
Parkway	118		120.5	55	45		
Milestone C						99	56
Roadway	84		84	34			
Parkway	114		114		43		
Time that affected RPR costs		59.5		115			145
		18.62%		35.99%			45.39%

Liquidated Damages By Cost to City

Additional RPR Contract Costs:

Amendment #1	\$214,056.71
Amendment #2	Time Only
Amendment #3	\$69,784.40
	<u>\$283,841.11</u>

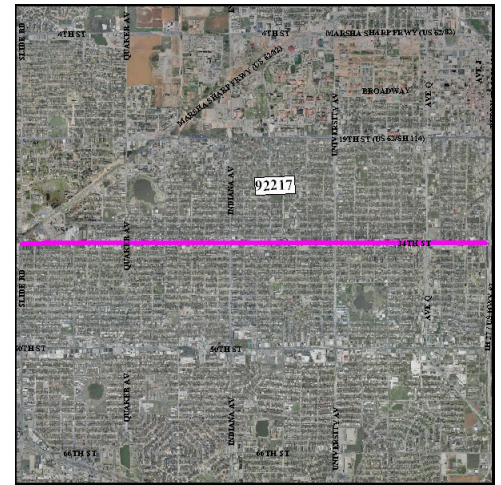
<i>Portion of RPR Amendment costs due to Abnormal Weather Days</i>	<i>Portion of RPR Amendment costs due to Awarded Days</i>	<i>Portion of RPR Amendments due to Days beyond Contract Days</i>
\$128,847.10	\$52,848.96	\$102,145.05

**City of Lubbock, TX
Capital Project
Project Cost Detail
November 17, 2016**

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

	Budget
<i>Encumbered/Expended</i>	
Parkhill Smith and Cooper, Inc - Design Phase 1	\$ 1,812,793
City of Lubbock Staff Time	98,583
Lone Star Dirt and Paving Contract - Construction 1	8,988,866
Parkhill Smith and Cooper - Construction Phase Services-1	988,091
Parkhill Smith and Cooper, Inc - Design Phase 2	561,625
Advertising and Promotion	1,062
Traffic Systems	230,132
Municipal Billing	5,151
Allen Butler Construction, Inc.-Construction 2	5,453,267
Parkhill Smith and Cooper - Construction Phase Services-2	857,290
Allen Butler Construction, Inc. Change Order 1	151,098
Allen Butler Construction, Inc. Change Order 2	93,301
Parkhill Smith and Cooper, Inc. CPS-2 Change Order 1	214,056
PSC 34th Street Design Phase 3 & 4	1,192,117
<i>Agenda Item November 17, 2016</i>	
Parkhill Smith and Cooper, Inc. CPS-2 Change Order 3	69,785
Allen Butler Construction, Inc. Change Order 3	(102,145)
<i>Encumbered/Expended To Date</i>	<u>20,615,072</u>
<i>Estimated Costs for Remaining Appropriation</i>	
City of Lubbock Staff Time	20,000
City of Lubbock Traffic Items	30,000
Constuction	1,892,128
<i>Remaining Appropriation</i>	<u>1,942,128</u>
Total Appropriation	<u>\$ 22,557,200</u>

Project Status **Approved**





Regular City Council Meeting

6. 5.

Meeting Date: 11/17/2016

Information

Agenda Item

Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to execute a contract with Ronnie Zahn Paving, Inc. for repairs to the Meadowbrook Golf Course parking lot, ITB 17-13087-SS.

Item Summary

The repairs to the parking lot will include full depth repair for areas that have shown failure, and installation of curb and gutter, drainage flumes, an inch and a half overlay, and restriping.

Four bids were received and opened on October 20, 2016. They were as follows:

Ronnie Zahn Paving, Inc., Lubbock, TX.	\$275,708.50
Lone Star Dirt & Paving, Ltd., Lubbock, TX	\$297,998.00
West Texas Paving, Inc., Lubbock, TX	\$321,923.00
Allen Butler Construction, Inc., Lubbock, TX	\$324,844.42

The bid award for this agenda item is awarded by the unit price. The total amount of the award is estimated and actual expenditures may be more or less, depending on actual needs. The price per unit will not change.

Based on the unit bid price, the staff recommends that the contract be awarded to Ronnie Zahn Paving, Inc. for \$275,708.50.

Fiscal Impact

\$624,690 is appropriated in Capital Improvement Project 8550, Golf Course Improvements, with \$275,709 available for this purpose.

Staff/Board Recommending

Wood Franklin, P.E., Director of Public Works
Scott Snider, Assistant City Manager

Attachments

Resolution - Ronnie Zahn Paving, Inc.
Bid Form - Ronnie Zahn Paving, Inc.
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 13087 for parking lot paving improvements at the Meadowbrook Golf Course, as per ITB 17-13087-SS, by and between the City of Lubbock and Ronnie Zahn Paving, Inc., of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager

APPROVED AS TO FORM:



Justin Pruitt, Assistant City Attorney

BID SUBMITTAL FORM UNIT PRICE BID CONTRACT

DATE: October 20, 2016

PROJECT NUMBER: ITB 17-13087-SS, Meadowbrook Golf Course Parking Lot Paving Improvements

Bid of Rennie Zahn Paving, Inc. (hereinafter called Bidder)

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

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the Meadowbrook Golf Course Parking Lot Paving Improvements, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below.

The bidder binds himself on acceptance of his bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated below.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization	1	LS	2,500. ⁰⁰	2,500. ⁰⁰
2	Asphalt Removal	775	SY	4.50	3,487. ⁵⁰
3	Concrete Removal	226	SY	18. ⁰⁰	4,068. ⁰⁰
4	Curb Removal	270	LF	7.50	2,025. ⁰⁰
5	1.5" Hot Mix Asphalt Pavement COL Type D	9711	SY	15. ⁰⁰	145,665. ⁰⁰
6	24" COL Type A Curb and Gutter	693	LF	28. ⁰⁰	19,404. ⁰⁰
7	24" COL Type C Curb and Gutter	92	LF	25. ⁰⁰	2,300. ⁰⁰
8	24" Saw-tooth Curb and Gutter	11	LF	25. ⁰⁰	275. ⁰⁰
9	Fillets, Valley Gutters and Driveway	880	SY	54. ⁰⁰	47,520. ⁰⁰

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
10	Concrete Sidewalks	32	SY	40. ⁰⁰	1,280. ⁰⁰
11	Concrete Sidewalk Ramps	2	EA	1,500. ⁰⁰	3,000. ⁰⁰
12	Flexible Base	2152	SY	12. ⁰⁰	25,824. ⁰⁰
13	Asphalt Pothole Repair 4" ASB	260	SY	36. ⁰⁰	9,360. ⁰⁰
14	Parking Lot Striping	1	LS	2,500. ⁰⁰	2,500. ⁰⁰
15	6" Recycled Concrete Gabion Mattress	100	SY	15. ⁰⁰	1,500. ⁰⁰
16	Storm Water Pollution Prevention Plan	1	LS	5,000. ⁰⁰	5,000. ⁰⁰
Total Items (1-16)				\$	275,708.⁵⁰

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **30 CALENDAR DAYS** thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **\$176** for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 28 of the General Instructions to Bidders.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **70** calendar days after the scheduled closing time for receiving bids.

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this bid, and he further agrees to commence work on or before the date specified in the written notice to proceed, and to substantially complete the work on which he has bid; as provided in the contract documents.

Bidders are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a bid bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the bid submitted as a guarantee that bidder will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within **10** business days after notice of award of the contract to him

Enclosed with this bid is a Cashier's Check or Certified Check for _____ Dollars (\$ _____) or a Bid Bond in the sum of 576 Bid Bond Dollars (\$ _____), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within 10 business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.

Bidder understands and agrees that the contract to be executed by Bidder shall be bound and include all contract documents made available to him for his inspection in accordance with the Notice to Bidders.

Pursuant to Texas Local Government Code 252.043(g), a competitive sealed bid that has been opened may not be changed for the purpose of correcting an error in the bid price. **THEREFORE, ANY CORRECTIONS TO THE BID PRICE MUST BE MADE ON THE BID SUBMITTAL FORM PRIOR TO BID OPENING.**

Date: 10/20/2016

Authorized Signature

(Printed or Typed Name)

Rennie Zahn Paving, Inc
Company

6608 MLK Blvd
Address

Lubbock, Lubbock
City, County

TX, 79404-6010
State Zip Code

Telephone: 806 - 748-1877

Fax: 806 - 748-6060

FEDERAL TAX ID or SOCIAL SECURITY No.

75-1912429

EMAIL: Zahn paving@gmail.com

(Seal if Bidder is a Corporation)

ATTEST:

Lana Zahn
Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 10/17/2016

Addenda No. _____ Date _____

Addenda No. _____ Date _____

Addenda No. _____ Date _____

M/WBE Firm:

<input type="checkbox"/>	Woman	<input type="checkbox"/>	Black American	<input type="checkbox"/>	Native American
<input type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Asian Pacific American	<input type="checkbox"/>	Other (Specify)

FOR CITY USE ONLY

Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____

Date of Award by City Council (for bids over \$50,000): _____ Date P.O./Contract Issued: _____

RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.

LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.

**City of Lubbock, TX
Capital Project
Project Cost Detail
November 17, 2016**

Capital Project Number:	8550
Capital Project Name:	Golf Course Improvements

	Budget
<i>Encumbered/Expended</i>	
Pond Rehab and Repairs	\$ 18,022
Parkhill, Smith and Cooper	2,500
Trenching Services	3,763
City of Lubbock Staff Time	2,738
EnviroCon Systems, Inc.	89,316
Supplies and Materials	34,986
 <i>Agenda Items November 17, 2016</i>	
Ronnie Zahn Paving, Inc.	275,709
<i>Encumbered/Expended to Date</i>	427,034
 <i>Estimated Costs for Remaining Appropriation</i>	
Improvements	197,656
<i>Remaining Appropriation</i>	197,656
Total Appropriation To Date	\$ 624,690

Managing Department **Community Services**

Project Manager **Scott Snider**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**

*Project Scope*

Permanent improvements to Meadowbrook Golf Course including the parking lot, reservoir liner, and other necessary improvements.

Project Justification

Needed maintenance and improvements to the golf course and other facilities at Meadowbrook Golf Course.

Project History

\$185,951 was appropriated in FY 2008-09, Budget Amendment No. 15, Ord. No. 2009-00067, August 13, 2009.

\$53,400 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-00073, August 27, 2009.

FY 2009-10 budget addition reduced to \$44,824 based on actual revenue.

\$53,400 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-00070, September 16, 2010.

FY 2010-11 budget addition reduced to \$51,091 based on actual revenue.

\$53,400 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-00080, September 8, 2011.

FY 2011-12 budget addition increased to \$72,190 based on actual revenue.

\$53,400 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-00100, September 13, 2012.

FY 2012-13 budget addition increased to \$6,068 based on actual revenue.

\$53,400 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-00087, September 10, 2013.

\$53,400 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-00122, September 11, 2014.

FY 2013-14 budget addition reduced to \$53,242 based on actual revenue.

\$53,400 was appropriated in the FY 2015-16 Budget, Ord. No. 2015-00094, September 10, 2015.

FY 2014-15 budget addition increased to \$54,523 based on actual revenue.

\$53,400 was appropriated in the FY 2016-17 Budget, Ord. No. 2016-00135, September 8, 2016.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	
Other Activities	571,290	53,400	53,400	53,400	53,400	53,400	53,400	891,690
Total Project Appropriation	571,290	53,400	53,400	53,400	53,400	53,400	53,400	891,690

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	
FY 2009 General Fund Pay-As-You-Go	185,951	0	0	0	0	0	0	185,951
FY 2010 General Fund Pay-As-You-Go	44,824	0	0	0	0	0	0	44,824
FY 2011 General Fund Pay-As-You-Go	51,091	0	0	0	0	0	0	51,091
FY 2012 General Fund Pay-As-You-Go	72,190	0	0	0	0	0	0	72,190
General Capital Project Fund	217,234	53,400	53,400	53,400	53,400	53,400	53,400	537,634
Total Funding Sources	571,290	53,400	53,400	53,400	53,400	53,400	53,400	891,690



Regular City Council Meeting

6. 6.

Meeting Date: 11/17/2016

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute Change Order No. 2 for Construction Contract 12035 with Associated Construction Partners, Inc. (ACP) for construction services associated with the Bailey County Well Field Disinfection Project.

Item Summary

Construction on the Bailey County Disinfection System upgrades under Contract 12035 with ACP is almost complete. Under-used or deleted bid items have been tabulated and Change Order Number No. 2 reflects a credit of \$61,891.

This change order credit reflects reduction in costs or deletion of the following items: allowances for coordination with excavation near Atmos gas line; contingency costs; crushed stone quantity reduction; concrete bid volume remaining; 24" joints unused; flexbase unused; and additional flowable fill never used.

Change Order No. 1 was for \$0 and an additional 150 days.

Fiscal Impact

\$3,500,000 is appropriated in Capital Improvement Project 92312, Bailey County Wellfield Disinfection. This item will reduce the amount of the Associated Construction Partners, Inc. contract by \$61,891.

Staff/Board Recommending

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

Attachments

Resolution - Associated Construction Partners, Inc.

Change Order - Associated Construction Partners, Inc.

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No 2 to that certain Contract No. 12035 by and between the City of Lubbock and Associated Construction Partners, Inc., for Construction Services Associated with Bailey County Well Field Disinfection Project No. 92312 per Bid #RFP-14-12035-TF and related documents. Said Change Order No.CO-2 is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

RES.ChgOrd#2, Contract-12035
9.30.16

**City of Lubbock
Purchasing and Contract Management
Change Order**

Contract No: 12035 Contractor: Associated Construction Partners, Inc.
Change Order No. 002 Contract Title: Bailey County Well Field Disinfection System Improvements
BID/RFP No. 14-12035-TF Project Number: 92312.9241.30000

1. "Change Order" means a written order to a Contractor executed by the Owner in accordance with the contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the contract documents, or an adjustment to the compensation payable to Contractor, or to the time for performance of the contract and completion of the Project, or a combination thereof, which does not alter the nature of the thing to be constructed and is an integral part of the project objective. Adjustments to "Estimated Quantities" to a line item in a Unit Price contract do not require a Change Order. All work that alters the nature of the thing to be constructed or that is not an integral part of the project objective must be let out for public bid. Description of change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project (attach additional pages if necessary):

1. Atmos Allowance deduction - (\$13,891.00). A \$15,000 allowance was granted at bid time. We only used a portion.
2. Contingency deduction (\$3,000.00) - Additional bid item not used in construction.
3. Extra Crush Stone Deduction - (\$1,000.00) - Additional bid item not used in construction.
4. Extra 4000 PSI Concrete deduction (\$12,500.00) - Additional bid item not used in construction.
5. Extra 3000 PSI Concrete deduction - (\$500.00) - Additional bid item not used in construction.
6. Extra Additional Work @ 24" Joints - (\$15,000.00) - Additional bid item not used in construction.
7. Extra Flexbase - (\$5,000.00) - Additional bid item not used in construction.
8. Extra Flowable Fill - (\$11,000.00) - Additional bid item not used in construction.

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

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

ITEM	DESCRIPTION	AMOUNT
A.	ORIGINAL CONTRACT VALUE:	\$ 2,941,750.00
B.	AMOUNT OF THIS CHANGE ORDER: <i>Council approval required if over \$25,000</i>	\$ (81,891.00)
C.	COST CENTER: ACCOUNT:	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	2.10 %
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$ 0.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	\$ (81,891)
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): <i>25% increase or decrease</i>	%
G.	NEW CONTRACT AMOUNT (A+E):	\$ 2,879,859

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

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

(1) CONTRACTOR Shane Simpson 9/21/16 Date 9/21/16 Digitally signed by James Naylor
Location: Fort Worth, Texas
Reason: I have reviewed this document
Contact Info: 817.806.1748
Date: 2016.09.21 13:09:15-0500
(2) PROJECT ARCHITECT/ENGINEER 2016-09-21 Date

Approved as to Content:

Approved as to Form:

(3) OWNER'S REPRESENTATIVE 9/21/16 Date

(4) CITY ATTORNEY 9/21/16 Date

(5) CAPITAL PROJECTS MANAGER 9/21/16 Date

(6) PURCHASING AND CONTRACT MANAGER 10/05/2016 Date

Change Orders over \$25,000 require a Contract Cover Sheet and the following signatures:

CITY OF LUBBOCK

ATTEST:

(7) MAYOR

Date

(8) CITY SECRETARY

Date

Council Date:

Agenda Item #:

Resolution #:

**City of Lubbock, TX
Capital Project
Project Cost Detail
November 17, 2016**

Capital Project Number:	92312
Capital Project Name:	Bailey County Well Field Disinfection System

	<u>Budget</u>
<i>Encumbered/Expended</i>	
City of Lubbock Staff	\$ 634
Advertising	158
Professional Services	446
Associated Construction Partners Contract 14-12035	2,941,750
Alan Plummer and Associates Contract 12035	121,793
Freese and Nichols Inc.	164,000

Agenda Item November 17th, 2016

Associated Construction Partners Contract 12035 - Change Order 2	(61,891)
<i>Encumbered/Expended to Date</i>	<u>3,166,890</u>

Estimated Costs for Remaining Appropriation

Construction	333,110
<i>Remaining Appropriation</i>	<u>333,110</u>
Total Appropriation To Date	<u><u>\$ 3,500,000</u></u>

Cost Code	Cost Type	Account Description	Orig Budget	Amount
10000	8002	PAY-FULL TIME		
10000	8004	PAY-OVERTIME PAY		
10000	8009	PAY-EDUCATION INCENTIVE P		
10000	8031	BEN-RETIREMENT TMRS		
10000	8033	BEN-SOCIAL SECURITY		
10000	8034	BEN-GROUP HOSPITAL INS		
10000	8037	BEN-BASIC LIFE INS		
10000	8038	BEN-GROUP DENTAL INS		
10000	8302	PROFESSIONAL SERVICES		
20000	8302	PROFESSIONAL SERVICES		
20000	8304	PROF-ADVERT AND PROMOTION		
30000		CONSTRUCTION		375,000.00
30000	8002	PAY-FULL TIME		
30000	8004	PAY-OVERTIME PAY		
30000	8009	PAY-EDUCATION INCENTIVE P		
30000	8031	BEN-RETIREMENT TMRS		
30000	8033	BEN-SOCIAL SECURITY		
30000	8034	BEN-GROUP HOSPITAL INS		
30000	8037	BEN-BASIC LIFE INS		
30000	8038	BEN-GROUP DENTAL INS		
30000	8081	TEMPORARY EMPL SALARY		
30000	9241	SYS CAP OUT-WATER SYS IMP		
30000	9242	SYS CAP OUT-SEWER SYS IMP		
30000		CONSTRUCTION		375,000.00
		Total:		375,000.00

Revised Budget Amt	Actual	Amount	Variance	Amount	Open Commitments
		29,153.52		-29,153.52	
		34.93		-34.93	
		1.73		-1.73	
		5,257.75		-5,257.75	
		2,121.71		-2,121.71	
		4,600.25		-4,600.25	
		4.79		-4.79	
		180.22		-180.22	
		5,241.13		-5,241.13	
		2,646.46		-2,646.46	
		672.85		-672.85	
3,122,000.00				3,122,000.00	
		72,137.34		-72,137.34	
		11,904.94		-11,904.94	
		102.99		-102.99	
		14,332.18		-14,332.18	
		5,987.32		-5,987.32	
		14,795.03		-14,795.03	
		18.53		-18.53	
		783.35		-783.35	
		13,559.71		-13,559.71	
		1,147,843.66		-1,147,843.66	5,652.64
		45,396.12		-45,396.12	
3,122,000.00		1,326,861.17		1,795,138.83	5,652.64
3,122,000.00		1,376,776.51		1,745,223.49	5,652.64

Total Commitments

29,153.52	174,976.29
34.93	
1.73	
5,257.75	
2,121.71	
4,600.25	
4.79	
180.22	
5,241.13	7,887.59
2,646.46	
672.85	

72,137.34	
11,904.94	
102.99	
14,332.18	
5,987.32	
14,795.03	
18.53	
783.35	
13,559.71	
1,153,496.30	1,198,892.42
45,396.12	
1,332,513.81	
1,382,429.15	

\$	1,147,844	
\$	(177,731.97)	
\$	(479,172.77)	
\$	(4,300.00)	
\$	(12,900.00)	
\$	(475,036.00)	\$ (1,149,140.74)
\$	(1,297)	

Do Ty	Document Type	Doc Numb	Doc Co	G/L Date	Explanation	LT 1 Amount	LT 1 Debit
SUM						\$ 1,147,844	\$ 1,151,230
JE	Journal Entry	219138	00222	4/1/2005	Hire of Equipment	200	200
JE	Journal Entry	219138	00222	4/1/2005	Hire of Equipment	50	50
JE	Journal Entry	219138	00222	4/1/2005	Hire of Equipment	200	200
OV	Do Not Use--Rece	309906	00100	4/13/2005	TRANSIT MIX CC	156	156
OV	Do Not Use--Rece	310218	00100	4/20/2005	TRANSIT MIX CC	39	39
JE	Journal Entry	222166	00100	6/18/2005	Street Departmen	583.7	583.7
JE	Journal Entry	224657	00222	7/8/2005	Hire of Equipment	400	400
JE	Journal Entry	224657	00222	7/8/2005	Hire of Equipment	200	200
JE	Journal Entry	224657	00222	7/8/2005	Hire of Equipment	1,600.00	1,600.00
OV	Do Not Use--Rece	315684	00100	7/27/2005	TRANSIT MIX CC	312	312
JE	Journal Entry	224661	00222	8/5/2005	Hire of Equipment	2,400.00	2,400.00
JE	Journal Entry	225267	00223	8/19/2005	Hire of Equipment	400	400
JE	Journal Entry	225267	00223	8/19/2005	Hire of Equipment	200	200
JE	Journal Entry	225267	00223	8/19/2005	Hire of Equipment	800	800
OV	Do Not Use--Rece	318791	00100	9/19/2005	TRANSIT MIX CC	39	39
JE	Journal Entry	227432	00100	9/28/2005	AUGUST 2005 PC	900	900
JE	Journal Entry	227432	00100	9/28/2005	AUGUST 2005 PC	51.71	51.71
JE	Journal Entry	230154	87022	10/31/2005	OCTOBER 2005 PC	138.68	138.68
JE	Journal Entry	231677	00100	12/31/2005	NOVEMBER 2005	108.76	108.76
JE	Journal Entry	234576	00211	2/28/2006	JANUARY 2006 F	65.42	65.42
JE	Journal Entry	235966	00100	3/31/2006	FEB 2006 PCARE	49.65	49.65
JE	Journal Entry	236969	00100	4/30/2006	MARCH 2006 PC	57.92	57.92
JE	Journal Entry	236969	00100	4/30/2006	MARCH 2006 PC	34.93	34.93
JE	Journal Entry	252732	00231	3/1/2007	Hire of Equipment	150	150
JE	Journal Entry	252732	00231	3/1/2007	Hire of Equipment	150	150
JE	Journal Entry	252732	00231	3/1/2007	Hire of Equipment	600	600
JE	Journal Entry	252732	00231	3/1/2007	Hire of Equipment	300	300
II	Inventory Issue	400296	00301	7/20/2007	Inventory Issue	621.45	621.45
II	Inventory Issue	400296	00301	7/20/2007	Inventory Issue	96.71	96.71
II	Inventory Issue	400296	00301	7/20/2007	Inventory Issue	216.22	216.22
II	Inventory Issue	400296	00301	7/20/2007	Inventory Issue	899.4	899.4
II	Inventory Issue	400296	00301	7/20/2007	Inventory Issue	58.7	58.7
II	Inventory Issue	400296	00301	7/20/2007	Inventory Issue	30.65	30.65
II	Inventory Issue	400296	00301	7/20/2007	Inventory Issue	266.12	266.12
JE	Journal Entry	258983	00221	7/31/2007	Jul07 CWhse Mar	175.14	175.14
II	Inventory Issue	405668	00301	3/5/2008	Inventory Issue	6,509.07	6,509.07
JE	Journal Entry	268648	00231	3/14/2008	Hire of Equipment	400	400
JE	Journal Entry	268648	00231	3/14/2008	Hire of Equipment	1,400.00	1,400.00
JE	Journal Entry	268648	00231	3/14/2008	Hire of Equipment	350	350

JE	Journal Entry	268648 00231	3/14/2008 Hire of Equipment	350	350
JE	Journal Entry	269271 00100	3/31/2008 Mar08 CWhse Mz	520.73	520.73
OV	Do Not Use--Rece	369600 00100	4/10/2008 R E JANES GRA\	802.13	802.13
OV	Do Not Use--Rece	369600 00100	4/10/2008 R E JANES GRA\	78.37	78.37
OV	Do Not Use--Rece	369600 00100	4/10/2008 R E JANES GRA\	1,101.34	1,101.34
PV	Voucher	804520 00100	4/10/2008 R E JANES GRA\	0.01	0.01
PV	Voucher	804522 00100	4/10/2008 R E JANES GRA\	0.01	0.01
JE	Journal Entry	270614 00231	4/25/2008 Hire of Equipment	960	960
JE	Journal Entry	272377 00222	5/9/2008 Hire of equipment	2,432.00	2,432.00
OV	Do Not Use--Rece	371188 00100	5/9/2008 R E JANES GRA\	370.99	370.99
OV	Do Not Use--Rece	371188 00100	5/9/2008 R E JANES GRA\	217.82	217.82
OV	Do Not Use--Rece	371188 00100	5/9/2008 R E JANES GRA\	342.43	342.43
OV	Do Not Use--Rece	372693 00100	6/10/2008 R E JANES GRA\	420.04	420.04
OV	Do Not Use--Rece	372693 00100	6/10/2008 R E JANES GRA\	190.85	190.85
OV	Do Not Use--Rece	372693 00100	6/10/2008 R E JANES GRA\	357.48	357.48
OV	Do Not Use--Rece	372693 00100	6/10/2008 R E JANES GRA\	380.57	380.57
OV	Do Not Use--Rece	372693 00100	6/10/2008 R E JANES GRA\	368.95	368.95
OV	Do Not Use--Rece	373065 00100	6/16/2008 K Z PAVING LTD	60	60
OV	Do Not Use--Rece	373065 00100	6/16/2008 K Z PAVING LTD	60	60
OV	Do Not Use--Rece	373065 00100	6/16/2008 K Z PAVING LTD	60	60
OV	Do Not Use--Rece	375478 00100	7/28/2008 R E JANES GRA\	381.15	381.15
OV	Do Not Use--Rece	375478 00100	7/28/2008 R E JANES GRA\	1,375.54	1,375.54
OV	Do Not Use--Rece	375478 00100	7/28/2008 R E JANES GRA\	1,115.43	1,115.43
OV	Do Not Use--Rece	375478 00100	7/28/2008 R E JANES GRA\	813.7	813.7
OV	Do Not Use--Rece	375478 00100	7/28/2008 R E JANES GRA\	809.32	809.32
OV	Do Not Use--Rece	375478 00100	7/28/2008 R E JANES GRA\	826.93	826.93
PV	Voucher	817537 00100	7/29/2008 R E JANES GRA\	0.01	0.01
PV	Voucher	817538 00100	7/29/2008 R E JANES GRA\	0.01	0.01
PV	Voucher	817540 00100	7/29/2008 R E JANES GRA\	0.01	0.01
PV	Voucher	817541 00100	7/29/2008 R E JANES GRA\	0.03	0.03
OV	Do Not Use--Rece	376295 00100	8/12/2008 R E JANES GRA\	113.43	113.43
OV	Do Not Use--Rece	376923 00100	8/21/2008 R E JANES GRA\	381.68	381.68
JE	Journal Entry	277864 00231	9/1/2008 Hire of Equipment	896	896
JE	Journal Entry	278004 00221	9/2/2008 Hire of Equipment	1,600.00	1,600.00
JE	Journal Entry	277867 00231	9/3/2008 Hire of Equipment	1,120.00	1,120.00
JE	Journal Entry	277868 00950	9/4/2008 Hire of Equipment	960	960
JE	Journal Entry	277869 00231	9/5/2008 Hire of Equipment	1,600.00	1,600.00
JE	Journal Entry	278007 00231	9/7/2008 Hire of Equipment	3,712.00	3,712.00
JE	Journal Entry	278008 00231	9/8/2008 Hire of Equipment	3,616.00	3,616.00
OV	Do Not Use--Rece	378861 00100	9/24/2008 R E JANES GRA\	263.36	263.36
OV	Do Not Use--Rece	378863 00100	9/24/2008 R E JANES GRA\	1,326.62	1,326.62
OV	Do Not Use--Rece	378863 00100	9/24/2008 R E JANES GRA\	319.9	319.9
OV	Do Not Use--Rece	378863 00100	9/24/2008 R E JANES GRA\	318.12	318.12
PV	Voucher	824200 00100	9/24/2008 R E JANES GRA\	0.01	0.01
PV	Voucher	824208 00100	9/24/2008 R E JANES GRA\	0.01	0.01
PV	Voucher	824209 00100	9/24/2008 R E JANES GRA\	0.01	0.01
JE	Journal Entry	278010 00231	9/27/2008 Hire of Equipment	925	925
OV	Do Not Use--Rece	380227 00100	10/13/2008 K Z PAVING LTD	60	60
OV	Do Not Use--Rece	380837 00100	10/22/2008 R E JANES GRA\	310.88	310.88
OV	Do Not Use--Rece	380837 00100	10/22/2008 R E JANES GRA\	283.5	283.5
OV	Do Not Use--Rece	380911 00100	10/23/2008 K Z PAVING LTD	60	60
OV	Do Not Use--Rece	380911 00100	10/23/2008 K Z PAVING LTD	60	60

OV	Do Not Use--Rece	380911 00100	10/23/2008 K Z PAVING LTD	60	60
OV	Do Not Use--Rece	382306 00100	11/18/2008 R E JANES GRA\	1,101.67	1,101.67
II	Inventory Issue	412647 00301	12/9/2008 Inventory Issue	60.1	60.1
II	Inventory Issue	412647 00301	12/9/2008 Inventory Issue	95.88	95.88
II	Inventory Issue	412647 00301	12/9/2008 Inventory Issue	14.97	14.97
II	Inventory Issue	412647 00301	12/9/2008 Inventory Issue	155.16	155.16
II	Inventory Issue	412647 00301	12/9/2008 Inventory Issue	26.8	26.8
JE	Journal Entry	282122 00221	12/31/2008 Dec08 CWhse Ma	28.23	28.23
JE	Journal Entry	283361 00221	1/1/2009 Hire of Equip 10/1	2,976.00	2,976.00
JE	Journal Entry	283364 00231	1/2/2009 Hire of Equipment	1,760.00	1,760.00
JE	Journal Entry	283395 00231	1/3/2009 Hire of Equipment	1,120.00	1,120.00
JE	Journal Entry	283397 00221	1/4/2009 Hire of Equipment	2,880.00	2,880.00
II	Inventory Issue	414178 00301	2/13/2009 Inventory Issue	361.82	361.82
II	Inventory Issue	414178 00301	2/13/2009 Inventory Issue	3.2	3.2
II	Inventory Issue	414178 00301	2/13/2009 Inventory Issue	49.87	49.87
II	Inventory Issue	414178 00301	2/13/2009 Inventory Issue	77.58	77.58
II	Inventory Issue	414178 00301	2/13/2009 Inventory Issue	1,196.85	1,196.85
II	Inventory Issue	414178 00301	2/13/2009 Inventory Issue	32.42	32.42
II	Inventory Issue	414178 00301	2/13/2009 Inventory Issue	454.88	454.88
JE	Journal Entry	284566 00221	2/28/2009 Feb09 CWhse Ma	174.13	174.13
JE	Journal Entry	286617 00231	3/4/2009 Hire of Equipment	1,440.00	1,440.00
JE	Journal Entry	286642 00233	3/5/2009 Hire of Equipment	640	640
OV	Do Not Use--Rece	388738 00100	3/26/2009 R E JANES GRA\	1,116.20	1,116.20
OV	Do Not Use--Rece	388738 00100	3/26/2009 R E JANES GRA\	174.6	174.6
PV	Voucher	845585 00100	3/30/2009 R E JANES GRA\	0.02	0.02
JE	Journal Entry	287624 00231	4/1/2009 Hire of Equipment	2,240.00	2,240.00
JE	Journal Entry	287625 00221	4/2/2009 Hire of Equipment	1,920.00	1,920.00
JE	Journal Entry	287627 00231	4/3/2009 Hire of Equipment	2,400.00	2,400.00
OV	Do Not Use--Rece	391538 00100	5/14/2009 R E JANES GRA\	496.66	496.66
OV	Do Not Use--Rece	391665 00100	5/18/2009 R E JANES GRA\	1,848.37	1,848.37
PV	Voucher	851744 00100	5/21/2009 R E JANES GRA\	0.01	0.01
JE	Journal Entry	291609 00233	7/1/2009 Hire of Equipment	150	150
JE	Journal Entry	291702 00233	7/5/2009 Hire of Equipment	2,560.00	2,560.00
JE	Journal Entry	291702 00233	7/5/2009 Hire of Equipment	100	100
JE	Journal Entry	291702 00233	7/5/2009 Hire of Equipment	200	200
JE	Journal Entry	291702 00233	7/5/2009 Hire of Equipment	100	100
OV	Do Not Use--Rece	393772 00100	7/8/2009 COMMERCIAL C	499.8	499.8
OV	Do Not Use--Rece	393772 00100	7/8/2009 COMMERCIAL C	499.8	499.8
JE	Journal Entry	291710 00233	7/17/2009 Hire of Equipment	2,240.00	2,240.00
OV	Do Not Use--Rece	394928 00100	7/20/2009 K Z PAVING LTD	60	60
OV	Do Not Use--Rece	395146 00100	7/24/2009 R E JANES GRA\	733.59	733.59
II	Inventory Issue	418749 00301	8/10/2009 Inventory Issue	14.24	14.24
II	Inventory Issue	418749 00301	8/10/2009 Inventory Issue	155.16	155.16
II	Inventory Issue	418749 00301	8/10/2009 Inventory Issue	96.34	96.34
II	Inventory Issue	418749 00301	8/10/2009 Inventory Issue	59.81	59.81
II	Inventory Issue	418749 00301	8/10/2009 Inventory Issue	1,195.52	1,195.52
OV	Do Not Use--Rece	396081 00301	8/10/2009 WESTERN INDU	64.67	64.67
II	Inventory Issue	418784 00301	8/12/2009 Inventory Issue	77.58	77.58
II	Inventory Issue	418843 00301	8/12/2009 Inventory Issue	238	238
II	Inventory Issue	418843 00301	8/12/2009 Inventory Issue	12.44	12.44
II	Inventory Issue	418843 00301	8/12/2009 Inventory Issue	20.28	20.28
II	Inventory Issue	418843 00301	8/12/2009 Inventory Issue	38	38

II	Inventory Issue	418870 00301	8/13/2009 Inventory Issue	14.24	14.24
OV	Do Not Use--Rece	396337 00301	8/13/2009 WESTERN INDU	29.51	29.51
JE	Journal Entry	294158 00221	8/31/2009 Aug09 CWhse Ma	153.73	153.73
JE	Journal Entry	295115 00233	9/1/2009 Hire of Equipment	2,240.00	2,240.00
PM	Manual Voucher	5004 00955	9/3/2009 ALLEN BUTLER (	479,172.77	479,172.77
JE	Journal Entry	295118 00233	9/11/2009 Hire of equipment	3,200.00	3,200.00
JE	Journal Entry	295120 00223	9/25/2009 Hire of Equipment	2,400.00	2,400.00
II	Inventory Issue	420113 00301	10/6/2009 Inventory Issue	1,196.26	1,196.26
II	Inventory Issue	420113 00301	10/6/2009 Inventory Issue	310.92	310.92
II	Inventory Issue	420113 00301	10/6/2009 Inventory Issue	455.52	455.52
II	Inventory Issue	420113 00301	10/6/2009 Inventory Issue	48.17	48.17
II	Inventory Issue	420122 00301	10/6/2009 Inventory Issue	52	52
II	Inventory Issue	420122 00301	10/6/2009 Inventory Issue	55.55	55.55
II	Inventory Issue	420122 00301	10/6/2009 Inventory Issue	28.44	28.44
II	Inventory Issue	420122 00301	10/6/2009 Inventory Issue	77.58	77.58
II	Inventory Issue	420122 00301	10/6/2009 Inventory Issue	1,196.26	1,196.26
II	Inventory Issue	420122 00301	10/6/2009 Inventory Issue	96.34	96.34
II	Inventory Issue	420122 00301	10/6/2009 Inventory Issue	334	334
II	Inventory Issue	420147 00301	10/7/2009 Inventory Issue	1,196.26	1,196.26
II	Inventory Issue	420147 00301	10/7/2009 Inventory Issue	27.78	27.78
II	Inventory Issue	420147 00301	10/7/2009 Inventory Issue	48.16	48.16
II	Inventory Issue	420147 00301	10/7/2009 Inventory Issue	52	52
II	Inventory Issue	420147 00301	10/7/2009 Inventory Issue	28.44	28.44
II	Inventory Issue	420147 00301	10/7/2009 Inventory Issue	334	334
II	Inventory Issue	420147 00301	10/7/2009 Inventory Issue	77.58	77.58
II	Inventory Issue	420196 00301	10/8/2009 Inventory Issue	-52	
II	Inventory Issue	420196 00301	10/8/2009 Inventory Issue	-334	
II	Inventory Issue	420214 00301	10/8/2009 Inventory Issue	49.82	49.82
II	Inventory Issue	420217 00301	10/8/2009 Inventory Issue	182.8	182.8
II	Inventory Issue	420231 00301	10/8/2009 Inventory Issue	118.57	118.57
OV	Do Not Use--Rece	400071 00100	10/12/2009 K Z PAVING LTD	60	60
OV	Do Not Use--Rece	400071 00100	10/12/2009 K Z PAVING LTD	60	60
OV	Do Not Use--Rece	400071 00100	10/12/2009 K Z PAVING LTD	60	60
OV	Do Not Use--Rece	400071 00100	10/12/2009 K Z PAVING LTD	60	60
OV	Do Not Use--Rece	400229 00100	10/14/2009 R E JANES GRA\	1,101.24	1,101.24
II	Inventory Issue	420398 00301	10/15/2009 Inventory Issue	4	4
II	Inventory Issue	420398 00301	10/15/2009 Inventory Issue	16.94	16.94
II	Inventory Issue	420398 00301	10/15/2009 Inventory Issue	249.8	249.8
II	Inventory Issue	420398 00301	10/15/2009 Inventory Issue	8.1	8.1
II	Inventory Issue	420398 00301	10/15/2009 Inventory Issue	72.2	72.2
OV	Do Not Use--Rece	400474 00100	10/19/2009 R E JANES GRA\	235.32	235.32
OV	Do Not Use--Rece	400474 00100	10/19/2009 R E JANES GRA\	1,103.95	1,103.95
JE	Journal Entry	298025 00221	10/31/2009 Oct09 CWhse Ma	160.87	160.87
JE	Journal Entry	298025 00221	10/31/2009 Oct09 CWhse Ma	313.65	313.65
JE	Journal Entry	299128 00222	12/1/2009 Hire Of Equipmen	3,200.00	3,200.00
JE	Journal Entry	299130 00233	12/2/2009 Hire of Equipment	2,880.00	2,880.00
JE	Journal Entry	299132 00232	12/4/2009 Hire of Equipment	2,416.00	2,416.00
PV	Voucher	877920 00233	1/8/2010 REPRODUCTION	69.69	69.69
PV	Voucher	877921 00223	1/8/2010 REPRODUCTION	200.3	200.3
OV	Do Not Use--Rece	405339 00100	1/28/2010 R E JANES GRA\	1,850.93	1,850.93
JE	Journal Entry	301225 00149	1/31/2010 Jan10 Print Shop	34.6	34.6
CR	Cash Receipts	300877 00223	2/3/2010 ACCT.	-500	

OV	Do Not Use--Rece	406273 00100	2/15/2010 R E JANES GRA	1,898.96	1,898.96
OV	Do Not Use--Rece	885276 00223	3/11/2010 WRIGHT CONST	20,973.62	20,973.62
JE	Journal Entry	303933 00100	3/31/2010 WF MARCH 10 P	6.58	6.58
OV	Do Not Use--Rece	888979 00223	4/13/2010 WRIGHT CONST	122,277.83	122,277.83
PV	Voucher	893616 00223	5/18/2010 WRIGHT CONST	47,563.65	47,563.65
PV	Voucher	895079 00223	5/27/2010 MICKIE SERVICE	12,900.00	12,900.00
JE	Journal Entry	315336 00233	6/1/2010 Hire of Equipment	1,280.00	1,280.00
JE	Journal Entry	315339 00223	6/1/2010 Hire of Equipment	2,560.00	2,560.00
JE	Journal Entry	315337 00233	6/2/2010 Hire of Equipment	20	20
JE	Journal Entry	315337 00233	6/2/2010 Hire of Equipment	2,560.00	2,560.00
JE	Journal Entry	315340 00233	6/4/2010 Hire of Equipment	2,560.00	2,560.00
JE	Journal Entry	315341 00223	6/5/2010 Hire of Equipment	2,560.00	2,560.00
OV	Do Not Use--Rece	417541 00100	9/8/2010 K Z PAVING LTD	-60	
OV	Do Not Use--Rece	417541 00100	9/8/2010 K Z PAVING LTD	-60	
OV	Do Not Use--Rece	417541 00100	9/8/2010 K Z PAVING LTD	-60	
OV	Do Not Use--Rece	417541 00100	9/8/2010 K Z PAVING LTD	-60	
PV	Voucher	911335 00223	9/24/2010 WRIGHT CONST	237.5	237.5
PV	Voucher	911336 00223	9/24/2010 WRIGHT CONST	10,055.40	10,055.40
PV	Voucher	916905 00223	9/28/2010 WRIGHT CONST	179,557.60	179,557.60
PV	Voucher	919725 00223	11/18/2010 WRIGHT CONST	80,674.00	80,674.00
PV	Voucher	925541 00223	12/31/2010 WRIGHT CONST	13,696.40	13,696.40
II	Inventory Issue	430856 00301	2/18/2011 Inventory Issue	124.9	124.9
II	Inventory Issue	430856 00301	2/18/2011 Inventory Issue	43.37	43.37
II	Inventory Issue	430856 00301	2/18/2011 Inventory Issue	294	294
II	Inventory Issue	430856 00301	2/18/2011 Inventory Issue	23.1	23.1
II	Inventory Issue	430856 00301	2/18/2011 Inventory Issue	19.8	19.8
II	Inventory Issue	430856 00301	2/18/2011 Inventory Issue	3.38	3.38
II	Inventory Issue	430856 00301	2/18/2011 Inventory Issue	88.07	88.07
II	Inventory Issue	430856 00301	2/18/2011 Inventory Issue	324.88	324.88
II	Inventory Issue	430856 00301	2/18/2011 Inventory Issue	454.25	454.25
II	Inventory Issue	430856 00301	2/18/2011 Inventory Issue	15	15
II	Inventory Issue	430856 00301	2/18/2011 Inventory Issue	47.6	47.6
II	Inventory Issue	430856 00301	2/18/2011 Inventory Issue	16	16
II	Inventory Issue	430856 00301	2/18/2011 Inventory Issue	320.45	320.45
II	Inventory Issue	430856 00301	2/18/2011 Inventory Issue	694.24	694.24
II	Inventory Issue	430858 00301	2/18/2011 Inventory Issue	59.76	59.76
II	Inventory Issue	430858 00301	2/18/2011 Inventory Issue	46.55	46.55
II	Inventory Issue	430858 00301	2/18/2011 Inventory Issue	261.21	261.21
II	Inventory Issue	430858 00301	2/18/2011 Inventory Issue	43.95	43.95
II	Inventory Issue	430858 00301	2/18/2011 Inventory Issue	47.32	47.32
II	Inventory Issue	430887 00301	2/22/2011 Inventory Issue	124.9	124.9
II	Inventory Issue	430887 00301	2/22/2011 Inventory Issue	6.5	6.5
II	Inventory Issue	430936 00301	2/22/2011 Inventory Issue	215.04	215.04
II	Inventory Issue	430936 00301	2/22/2011 Inventory Issue	176.14	176.14
II	Inventory Issue	431020 00301	2/25/2011 Inventory Issue	-320.45	
JE	Journal Entry	334530 00925	2/28/2011 Feb11 CWhse Mæ	250.4	250.4
II	Inventory Issue	431182 00301	3/4/2011 Inventory Issue	39.51	39.51
II	Inventory Issue	431277 00301	3/10/2011 Inventory Issue	44.04	44.04
II	Inventory Issue	431336 00301	3/14/2011 Inventory Issue	1.85	1.85
II	Inventory Issue	431336 00301	3/14/2011 Inventory Issue	1.21	1.21
II	Inventory Issue	431336 00301	3/14/2011 Inventory Issue	3.75	3.75
JE	Journal Entry	337579 00149	3/31/2011 Mar11 CWhse Mæ	7.23	7.23

JE	Journal Entry	337752 00100	3/31/2011	WF PCARDS MA	71.18	71.18
OV	Do Not Use--Rece	429721 00100	4/4/2011	ARMOR ASPHAL	176.17	176.17
OV	Do Not Use--Rece	429759 00221	4/5/2011	COMMERCIAL C	499.8	499.8
OV	Do Not Use--Rece	429812 00221	4/5/2011	COMMERCIAL C	149.94	149.94
II	Inventory Issue	432039 00301	4/14/2011	Inventory Issue	1,735.60	1,735.60
II	Inventory Issue	432039 00301	4/14/2011	Inventory Issue	19.2	19.2
II	Inventory Issue	432039 00301	4/14/2011	Inventory Issue	146.5	146.5
II	Inventory Issue	432039 00301	4/14/2011	Inventory Issue	39.83	39.83
II	Inventory Issue	432039 00301	4/14/2011	Inventory Issue	179.27	179.27
II	Inventory Issue	432039 00301	4/14/2011	Inventory Issue	1,002.30	1,002.30
II	Inventory Issue	432039 00301	4/14/2011	Inventory Issue	1,196.85	1,196.85
II	Inventory Issue	432039 00301	4/14/2011	Inventory Issue	52	52
II	Inventory Issue	432039 00301	4/14/2011	Inventory Issue	82.28	82.28
II	Inventory Issue	432039 00301	4/14/2011	Inventory Issue	14.65	14.65
II	Inventory Issue	432039 00301	4/14/2011	Inventory Issue	-146.5	
II	Inventory Issue	432039 00301	4/14/2011	Inventory Issue	227.93	227.93
II	Inventory Issue	432067 00301	4/15/2011	Inventory Issue	60.75	60.75
II	Inventory Issue	432135 00301	4/21/2011	Inventory Issue	85.22	85.22
II	Inventory Issue	432143 00301	4/21/2011	Inventory Issue	261.2	261.2
II	Inventory Issue	432143 00301	4/21/2011	Inventory Issue	158.03	158.03
II	Inventory Issue	432143 00301	4/21/2011	Inventory Issue	47.79	47.79
II	Inventory Issue	432143 00301	4/21/2011	Inventory Issue	42.6	42.6
II	Inventory Issue	432143 00301	4/21/2011	Inventory Issue	136.76	136.76
II	Inventory Issue	432143 00301	4/21/2011	Inventory Issue	117.2	117.2
II	Inventory Issue	432244 00301	4/27/2011	Inventory Issue	85.22	85.22
II	Inventory Issue	432244 00301	4/27/2011	Inventory Issue	82.17	82.17
II	Inventory Issue	432244 00301	4/27/2011	Inventory Issue	31.9	31.9
II	Inventory Issue	432244 00301	4/27/2011	Inventory Issue	6.4	6.4
II	Inventory Issue	432244 00301	4/27/2011	Inventory Issue	136.67	136.67
JE	Journal Entry	337743 00100	4/29/2011	WF MARCH 2011	-71.18	
JE	Journal Entry	337743 00100	4/29/2011	WF MARCH 2011	71.18	71.18
JE	Journal Entry	340026 00100	4/29/2011	WF PCARDS API	496.25	496.25
JE	Journal Entry	340026 00100	4/29/2011	WF PCARDS API	59.73	59.73
JE	Journal Entry	340026 00100	4/29/2011	WF PCARDS API	257.09	257.09
JE	Journal Entry	340026 00100	4/29/2011	WF PCARDS API	193	193
JE	Journal Entry	340026 00100	4/29/2011	WF PCARDS API	19.12	19.12
JE	Journal Entry	339940 00925	4/30/2011	Apr11 CWhse Ma	464.15	464.15
II	Inventory Issue	432383 00301	5/2/2011	Inventory Issue	334.1	334.1
II	Inventory Issue	432383 00301	5/2/2011	Inventory Issue	45.56	45.56
JE	Journal Entry	342468 00149	5/31/2011	May11 CWhse Ma	30.37	30.37
JE	Journal Entry	342482 00100	5/31/2011	MAY 2011 WF PC	637	637
II	Inventory Issue	433152 00301	6/8/2011	Inventory Issue	325.29	325.29
II	Inventory Issue	433152 00301	6/8/2011	Inventory Issue	136.67	136.67
II	Inventory Issue	433152 00301	6/8/2011	Inventory Issue	46.08	46.08
II	Inventory Issue	433152 00301	6/8/2011	Inventory Issue	58.6	58.6
II	Inventory Issue	433152 00301	6/8/2011	Inventory Issue	107.51	107.51
II	Inventory Issue	433152 00301	6/8/2011	Inventory Issue	271.86	271.86
II	Inventory Issue	433152 00301	6/8/2011	Inventory Issue	2,527.87	2,527.87
II	Inventory Issue	433152 00301	6/8/2011	Inventory Issue	27.05	27.05
II	Inventory Issue	433369 00301	6/16/2011	Inventory Issue	108.2	108.2
JE	Journal Entry	344919 00100	6/30/2011	Jun11 CWhse Ma	288.73	288.73
JE	Journal Entry	344929 00100	6/30/2011	WF06/11PCARD	308.38	308.38

JE	Journal Entry	344929 00100	6/30/2011	WF06/11PCARD\$	408	408
OV	Do Not Use--Rece	435870 00221	7/22/2011	COMMERCIAL C	300	300
JE	Journal Entry	347302 00100	7/31/2011	WF July 2011 PC	482.85	482.85
JE	Journal Entry	347302 00100	7/31/2011	WF July 2011 PC	482.85	482.85
JE	Journal Entry	347306 00221	8/1/2011	Hire of Equip 12/1	3,095.00	3,095.00
II	Inventory Issue	434737 00301	8/12/2011	Inventory Issue	487.6	487.6
II	Inventory Issue	434737 00301	8/12/2011	Inventory Issue	88.81	88.81
II	Inventory Issue	434746 00301	8/12/2011	Inventory Issue	-44.4	
II	Inventory Issue	434746 00301	8/12/2011	Inventory Issue	-81.27	
OV	Do Not Use--Rece	437317 00100	8/17/2011	ARMOR ASPHAL	16.68	16.68
II	Inventory Issue	434950 00301	8/22/2011	Inventory Issue	108.31	108.31
II	Inventory Issue	434950 00301	8/22/2011	Inventory Issue	125.91	125.91
II	Inventory Issue	434950 00301	8/22/2011	Inventory Issue	85.51	85.51
II	Inventory Issue	435000 00301	8/24/2011	Inventory Issue	108.31	108.31
II	Inventory Issue	435000 00301	8/24/2011	Inventory Issue	85.51	85.51
II	Inventory Issue	435000 00301	8/24/2011	Inventory Issue	125.91	125.91
JE	Journal Entry	349853 00149	8/31/2011	Aug11 CWhse Ma	87.22	87.22
JE	Journal Entry	352817 00100	9/28/2011	WF SEPT/11 PC/	497.79	497.79
JE	Journal Entry	352817 00100	9/28/2011	WF SEPT/11 PC/	225.02	225.02
JE	Journal Entry	352817 00100	9/28/2011	WF SEPT/11 PC/	498.59	498.59
JE	Journal Entry	352817 00100	9/28/2011	WF SEPT/11 PC/	409.1	409.1
JE	Journal Entry	352817 00100	9/28/2011	WF SEPT/11 PC/	442.28	442.28
JE	Journal Entry	352817 00100	9/28/2011	WF SEPT/11 PC/	-409.1	
JE	Journal Entry	352817 00100	9/28/2011	WF SEPT/11 PC/	-442.28	
JE	Journal Entry	352817 00100	9/28/2011	WF SEPT/11 PC/	409.1	409.1
JE	Journal Entry	352817 00100	9/28/2011	WF SEPT/11 PC/	442.28	442.28
JE	Journal Entry	352817 00100	9/28/2011	WF SEPT/11 PC/	206.89	206.89
II	Inventory Issue	435984 00301	10/5/2011	Inventory Issue	146.2	146.2
II	Inventory Issue	435984 00301	10/5/2011	Inventory Issue	194.8	194.8
II	Inventory Issue	435984 00301	10/5/2011	Inventory Issue	135.07	135.07
II	Inventory Issue	435984 00301	10/5/2011	Inventory Issue	121.6	121.6
II	Inventory Issue	436029 00301	10/7/2011	Inventory Issue	97.4	97.4
II	Inventory Issue	436029 00301	10/7/2011	Inventory Issue	73.1	73.1
OV	Do Not Use--Rece	440787 00221	10/12/2011	COMMERCIAL C	350	350
JE	Journal Entry	356962 00325	10/31/2011	Oct11 CWhse Ma	61.45	61.45
OV	Do Not Use--Rece	442156 00221	11/8/2011	COMMERCIAL C	125	125
OV	Do Not Use--Rece	442158 00221	11/8/2011	COMMERCIAL C	150	150
JE	Journal Entry	359253 00221	12/1/2011	Hire of Equipment	20	20
II	Inventory Issue	437459 00301	12/20/2011	Inventory Issue	1,080.64	1,080.64
II	Inventory Issue	437459 00301	12/20/2011	Inventory Issue	20.18	20.18
II	Inventory Issue	437459 00301	12/20/2011	Inventory Issue	14.21	14.21
II	Inventory Issue	437459 00301	12/20/2011	Inventory Issue	3.38	3.38
II	Inventory Issue	437459 00301	12/20/2011	Inventory Issue	54.01	54.01
II	Inventory Issue	437459 00301	12/20/2011	Inventory Issue	286.23	286.23
II	Inventory Issue	437459 00301	12/20/2011	Inventory Issue	54.19	54.19
II	Inventory Issue	437459 00301	12/20/2011	Inventory Issue	642.98	642.98
II	Inventory Issue	437459 00301	12/20/2011	Inventory Issue	403.91	403.91
II	Inventory Issue	437459 00301	12/20/2011	Inventory Issue	1,052.50	1,052.50
II	Inventory Issue	437590 00301	12/29/2011	Inventory Issue	-143.12	
JE	Journal Entry	360282 00325	12/31/2011	Dec11 CWhse Ma	277.53	277.53
OV	Do Not Use--Rece	444963 00221	1/9/2012	WESTERN INDU	540.05	540.05
OV	Do Not Use--Rece	444968 00221	1/9/2012	OTOOL PLASTIC	386.4	386.4

OV	Do Not Use--Rece	444968 00221	1/9/2012	OTOOL PLASTIC	143.5	143.5
OV	Do Not Use--Rece	444968 00221	1/9/2012	OTOOL PLASTIC	420	420
OV	Do Not Use--Rece	444968 00221	1/9/2012	OTOOL PLASTIC	98	98
OV	Do Not Use--Rece	445671 00221	1/20/2012	COMMERCIAL C	500	500
OV	Do Not Use--Rece	445673 00221	1/20/2012	COMMERCIAL C	750	750
CR	Cash Receipts	361794 00223	1/30/2012	ACCOUNTING	-500	
II	Inventory Issue	439092 00301	3/14/2012	Inventory Issue	1,554.72	1,554.72
II	Inventory Issue	439092 00301	3/14/2012	Inventory Issue	62.33	62.33
II	Inventory Issue	439092 00301	3/14/2012	Inventory Issue	1,274.85	1,274.85
II	Inventory Issue	439092 00301	3/14/2012	Inventory Issue	102	102
II	Inventory Issue	439092 00301	3/14/2012	Inventory Issue	151	151
II	Inventory Issue	439092 00301	3/14/2012	Inventory Issue	54	54
II	Inventory Issue	439092 00301	3/14/2012	Inventory Issue	31.89	31.89
II	Inventory Issue	439092 00301	3/14/2012	Inventory Issue	47.15	47.15
II	Inventory Issue	439092 00301	3/14/2012	Inventory Issue	25.69	25.69
II	Inventory Issue	439092 00301	3/14/2012	Inventory Issue	24.06	24.06
II	Inventory Issue	439092 00301	3/14/2012	Inventory Issue	14.21	14.21
II	Inventory Issue	439309 00301	3/26/2012	Inventory Issue	116.12	116.12
II	Inventory Issue	439309 00301	3/26/2012	Inventory Issue	259.91	259.91
II	Inventory Issue	439309 00301	3/26/2012	Inventory Issue	34	34
II	Inventory Issue	439309 00301	3/26/2012	Inventory Issue	121	121
II	Inventory Issue	439309 00301	3/26/2012	Inventory Issue	30.08	30.08
II	Inventory Issue	439309 00301	3/26/2012	Inventory Issue	215.34	215.34
II	Inventory Issue	439309 00301	3/26/2012	Inventory Issue	24.7	24.7
JE	Journal Entry	367880 00149	3/31/2012	Mar12 CWhse Me	331.44	331.44
PV	Voucher	995031 00223	4/20/2012	HD WEAVER DIT	4,300.00	4,300.00
JE	Journal Entry	373131 00221	5/1/2012	Reverse Hire of E	-20	
JE	Journal Entry	373130 00221	5/31/2012	Reverse Hire of E	20	20
JE	Journal Entry	373130 00221	5/31/2012	Reverse Hire of E	-20	
II	Inventory Issue	440938 00301	6/6/2012	Inventory Issue	69.77	69.77
II	Inventory Issue	440938 00301	6/6/2012	Inventory Issue	88.44	88.44
II	Inventory Issue	440938 00301	6/6/2012	Inventory Issue	59.36	59.36
OV	Do Not Use--Rece	452970 00100	6/8/2012	ARMOR ASPHAL	124.5	124.5
II	Inventory Issue	441049 00301	6/13/2012	Inventory Issue	46.52	46.52
II	Inventory Issue	441049 00301	6/13/2012	Inventory Issue	59.7	59.7
II	Inventory Issue	441282 00301	6/25/2012	Inventory Issue	649.89	649.89
II	Inventory Issue	441282 00301	6/25/2012	Inventory Issue	116.29	116.29
II	Inventory Issue	441282 00301	6/25/2012	Inventory Issue	88.44	88.44
II	Inventory Issue	441282 00301	6/25/2012	Inventory Issue	68	68
II	Inventory Issue	441282 00301	6/25/2012	Inventory Issue	428.08	428.08
II	Inventory Issue	441282 00301	6/25/2012	Inventory Issue	54	54
II	Inventory Issue	441282 00301	6/25/2012	Inventory Issue	3,022.67	3,022.67
II	Inventory Issue	441282 00301	6/25/2012	Inventory Issue	68.44	68.44
II	Inventory Issue	441282 00301	6/25/2012	Inventory Issue	21.96	21.96
II	Inventory Issue	441282 00301	6/25/2012	Inventory Issue	20.54	20.54
II	Inventory Issue	441282 00301	6/25/2012	Inventory Issue	104.9	104.9
II	Inventory Issue	441304 00301	6/26/2012	Inventory Issue	353.77	353.77
II	Inventory Issue	441353 00301	6/28/2012	Inventory Issue	3.96	3.96
II	Inventory Issue	441353 00301	6/28/2012	Inventory Issue	21.96	21.96
II	Inventory Issue	441353 00301	6/28/2012	Inventory Issue	9	9
II	Inventory Issue	441398 00301	6/29/2012	Inventory Issue	46.52	46.52
II	Inventory Issue	441398 00301	6/29/2012	Inventory Issue	59.36	59.36

II	Inventory Issue	441398 00301	6/29/2012 Inventory Issue	7.97	7.97
II	Inventory Issue	441440 00301	6/29/2012 Inventory Issue	-59.36	
JE	Journal Entry	376004 00149	6/30/2012 Jun12 CWhse Ma	435.12	435.12
JE	Journal Entry	376040 00100	6/30/2012 Jun12 CWhse Ma	-2.3	
II	Inventory Issue	441482 00301	7/3/2012 Inventory Issue	19.9	19.9
II	Inventory Issue	441482 00301	7/3/2012 Inventory Issue	8.87	8.87
II	Inventory Issue	441751 00301	7/18/2012 Inventory Issue	428.08	428.08
II	Inventory Issue	441751 00301	7/18/2012 Inventory Issue	17.88	17.88
II	Inventory Issue	441751 00301	7/18/2012 Inventory Issue	4	4
II	Inventory Issue	441751 00301	7/18/2012 Inventory Issue	29.14	29.14
II	Inventory Issue	441751 00301	7/18/2012 Inventory Issue	692.22	692.22
II	Inventory Issue	441751 00301	7/18/2012 Inventory Issue	3.96	3.96
II	Inventory Issue	441751 00301	7/18/2012 Inventory Issue	48.54	48.54
II	Inventory Issue	441751 00301	7/18/2012 Inventory Issue	27	27
II	Inventory Issue	441751 00301	7/18/2012 Inventory Issue	39.82	39.82
II	Inventory Issue	441751 00301	7/18/2012 Inventory Issue	167.07	167.07
II	Inventory Issue	441751 00301	7/18/2012 Inventory Issue	90	90
II	Inventory Issue	441751 00301	7/18/2012 Inventory Issue	68.44	68.44
II	Inventory Issue	441784 00301	7/20/2012 Inventory Issue	36.91	36.91
OV	Do Not Use--Rece	455540 00221	7/24/2012 COMMERCIAL C	500	500
JE	Journal Entry	378475 00149	7/31/2012 Jul12 CWhse Mar	134.55	134.55
OV	Do Not Use--Rece	456791 00100	8/14/2012 ARMOR ASPHAL	1,020.00	1,020.00
OV	Do Not Use--Rece	456899 00221	8/16/2012 WESTERN INDU	78.68	78.68
OV	Do Not Use--Rece	456976 00221	8/20/2012 COMMERCIAL C	300	300
OV	Do Not Use--Rece	456977 00221	8/20/2012 COMMERCIAL C	300	300
OV	Do Not Use--Rece	456978 00221	8/20/2012 COMMERCIAL C	500	500
II	Inventory Issue	444578 00301	12/12/2012 Inventory Issue	149.31	149.31
II	Inventory Issue	444578 00301	12/12/2012 Inventory Issue	84.13	84.13
II	Inventory Issue	444578 00301	12/12/2012 Inventory Issue	56.94	56.94
II	Inventory Issue	444578 00301	12/12/2012 Inventory Issue	452	452
			Column Total	1,147,843.66	1,151,229.62
			Ledger Total	1,147,843.66	1,147,843.66

\$ (1,152,526.70)

	PC	ABTLR	HDW
\$	3,386	\$ 177,731.97	\$ 479,172.77
			\$ 4,300.00

[illegible]

0 P	/(((	EE	0	0	0
0 P	/(((	EE	0	0	0
0 P	/(((	R IC 24 (	802.13	0	0
0 P	/(((	R IC 24 (	78.37	0	0
0 P	/(((	R IC 24 (	1101.34	0	0
0 P	/(\)	R2 (24 (	0	0	0
0 P	/(\)	R2 (24 (	0	0	0
0 P	/(((	EE	0	0	0
0 P	/(((	EE	0	0	0
0 P	/(((	R IC 24 (	370.99	0	0
0 P	/(((	R IC 24 (	217.82	0	0
0 P	/(((	R IC 24 (	342.43	0	0
0 P	/(((	R IC 24 (	420.04	0	0
0 P	/(((	R IC 24 (	190.85	0	0
0 P	/(((	R IC 25 (	357.48	0	0
0 P	/(((	R IC 24 (	380.57	0	0
0 P	/(((	R IC 24 (	368.95	0	0
0 P	/(((	K IC top (	60	0	0
0 P	/(((	K IC top (	60	0	0
0 P	/(((	K IC top (	60	0	0
0 P	/(((	R IC 25 (	381.15	0	0
0 P	/(((	R IC 25 (	1375.54	0	0
0 P	/(((	R IC 25 (	1115.43	0	0
0 P	/(((	R IC 25 (	813.7	0	0
0 P	/(((	R IC 25 (	809.32	0	0
0 P	/(((	R IC 25 (	826.93	0	0
0 P	/(\)	R2 (25 (	0	0	0
0 P	/(\)	R2 (25 (	0	0	0
0 P	/(\)	R2 (25 (	0	0	0
0 P	/(\)	R2 (25 (	0	0	0
0 P	/(((	R IC 25 (	113.43	0	0
0 P	/(((	R IC 1/2 (	381.68	0	0
0 P	/(((	EE	0	0	0
0 P	/(((	EE	0	0	0
0 P	/(((	EE Du	0	0	0
0 P	/(((	EE	0	0	0
0 P	/(((	EE	0	0	0
0 P	/(((	EE Du	0	0	0
0 P	/(((	EE Du	0	0	0
0 P	/(((	R IC 1" (	263.36	0	0
0 P	/(((	R IC 1" (	1326.62	0	0
0 P	/(((	R IC 1/2 (	319.9	0	0
0 P	/(((	R IC 1/2 (	318.12	0	0
0 P	/(\)	R2 (1/2 (	0	0	0
0 P	/(\)	R2 (1" (	0	0	0
0 P	/(\)	R2 (1/2 (	0	0	0
0 P	/(((	EE Du	0	0	0
0 P	/(((	K IC TC (	60	0	0
0 P	/(((	R IC 25 (	310.88	0	0
0 P	/(((	R IC 25 (	283.5	0	0
0 P	/(((	K IC 52 (	60	0	0
0 P	/(((	K IC 52 (	60	0	0

0 P	/((F		K	I(	52	(	60	0	0
0 P	/((F		R	I(	25	(	1101.67	0	0
0 P	/((I	F		--	47		0	0	0
0 P	/((I	F		--	47		0	0	0
0 P	/((I	F		--	47		0	0	0
0 P	/((I	F		--	47		0	0	0
0 P	/((I	F		--	48		0	0	0
0 P	/(((			EE			0	0	0
0 P	/(((			EE	Du		0	0	0
0 P	/(((			EE			0	0	0
0 P	/(((			EE			0	0	0
0 P	/((I	F		--	47		0	0	0
0 P	/((I	F		--	47		0	0	0
0 P	/((I	F		--	47		0	0	0
0 P	/((I	F		--	47		0	0	0
0 P	/((I	F		--	42		0	0	0
0 P	/((I	F		--	48		0	0	0
0 P	/((I	F		--	48		0	0	0
0 P	/(((			EE			0	0	0
0 P	/(((			EE	Du		0	0	0
0 P	/(((			EE			0	0	0
0 P	/((F		R	I(	26	(	1116.2	0	0
0 P	/((F		R	I(	26	(	174.6	0	0
0 P	/((\		R2	((	26	(	0	0	0
0 P	/(((			EE			0	0	0
0 P	/(((			EE			0	0	0
0 P	/(((			EE	Du		0	0	0
0 P	/((F		R	I(	26	(	496.66	0	0
0 P	/((F		R	I(	26	(	1848.37	0	0
0 P	/((\		R2	((	26	(	0	0	0
0 P	/(((			EE			0	0	0
0 P	/(((			EE	Du		0	0	0
0 P	/(((			EE			0	0	0
0 P	/(((			EE			0	0	0
0 P	/((F		C	I(	39	(	499.8	0	0
0 P	/((F		C	I(	39	(	499.8	0	0
0 P	/(((			EE	Du		0	0	0
0 P	/((F		K	I(	53	(	60	0	0
0 P	/((F		R	I(	26	(	733.59	0	0
0 P	/((I	F		--	47		0	0	0
0 P	/((I	F		--	47		0	0	0
0 P	/((I	F		--	47		0	0	0
0 P	/((I	F		--	47		0	0	0
0 P	/((I	F		--	42		0	0	0
0 P	/((F		D	--	6"l	(	64.67	0	0
0 P	/((I	F		--	47		0	0	0
0 P	/((I	F		--	42		0	0	0
0 P	/((I	F		--	85		0	0	0
0 P	/((I	F		--	84		0	0	0
0 P	/((I	F		--	46		0	0	0

0 P	/(N	F	77	47	0	0	0
0 P	/(CF		D	77 6"l	(29.51	0	0
0 P	/(CC		FF		0	0	0
0 P	/(CC		EE	Du	0	0	0
0 P	/(V		A	77	0 479172.77	0	0
0 P	/(CC		EE	Du	0	0	0
0 P	/(CC		EE	Du	0	0	0
0 P	/(N	F	SS	42	0	0	0
0 P	/(N	F	SS	47	0	0	0
0 P	/(N	F	SS	48	0	0	0
0 P	/(N	F	SS	47	0	0	0
0 P	/(N	F	SS	47	0	0	0
0 P	/(N	F	SS	48	0	0	0
0 P	/(N	F	SS	47	0	0	0
0 P	/(N	F	SS	47	0	0	0
0 P	/(N	F	SS	42	0	0	0
0 P	/(N	F	SS	47	0	0	0
0 P	/(N	F	SS	48	0	0	0
0 P	/(N	F	ST	42	0	0	0
0 P	/(N	F	ST	48	0	0	0
0 P	/(N	F	ST	47	0	0	0
0 P	/(N	F	ST	47	0	0	0
0 P	/(N	F	ST	47	0	0	0
0 P	/(N	F	ST	47	0	0	0
0 P	/(N	F	ST	48	0	0	0
0 P	/(N	F	ST	47	0	0	0
52 P	/(N	F	77	47	0	0	0
334 P	/(N	F	77	48	0	0	0
0 P	/(N	F	77	47	0	0	0
0 P	/(N	F	77	42	0	0	0
0 P	/(N	F	77	42	0	0	0
0 P	/(CF		K	IC 53	(60	0	0
0 P	/(CF		K	IC 53	(60	0	0
0 P	/(CF		K	IC 53	(60	0	0
0 P	/(CF		K	IC 53	(60	0	0
0 P	/(CF		R	IC 26	(1101.24	0	0
0 P	/(N	F	77	42	0	0	0
0 P	/(N	F	77	51	0	0	0
0 P	/(N	F	77	42	0	0	0
0 P	/(N	F	77	42	0	0	0
0 P	/(N	F	77	51	0	0	0
0 P	/(CF		R	IC 26	(235.32	0	0
0 P	/(CF		R	IC 26	(1103.95	0	0
0 P	/(CC		FF		0	0	0
0 P	/(CC		FF		0	0	0
0 P	/(CC		EE	Du	0	0	0
0 P	/(CC		EE	Du	0	0	0
0 P	/(CC		EE	Du	0	0	0
0 P	/(V\		R 2	AC	0	0	0
0 P	/(V\		R 2	AC	0	0	0
0 P	/(CF		R	IC 27	(1850.93	0	0
0 P	/(CC		FF	Bo	0	0	0
500 P	/(CC		FF	TH	0	0	0

[illegible]

[illegible]

0 P	/(C	FF		0	0	0
0 P	/(C	C ((96 2		300	0	0
0 P	/(C	FF JO		0	0	0
0 P	/(C	FF JO		0	0	0
0 P	/(C	FF		0	0	0
0 P	/(N	77 46		0	0	0
0 P	/(N	77 46		0	0	0
44.4 P	/(N	77 46		0	0	0
81.27 P	/(N	77 46		0	0	0
0 P	/(C	A ((IN' 2		16.68	0	0
0 P	/(N	77 47		0	0	0
0 P	/(N	77 47		0	0	0
0 P	/(N	77 47		0	0	0
0 P	/(N	77 47		0	0	0
0 P	/(N	77 47		0	0	0
0 P	/(N	77 47		0	0	0
0 P	/(C	FF		0	0	0
0 P	/(C	FF JO		0	0	0
0 P	/(C	FF RC		0	0	0
0 P	/(C	FF RC		0	0	0
0 P	/(C	FF RC		0	0	0
0 P	/(C	FF RC		0	0	0
409.1 P	/(C	FF RC		0	0	0
442.28 P	/(C	FF RC		0	0	0
0 P	/(C	FF RC		0	0	0
0 P	/(C	FF RC		0	0	0
0 P	/(C	FF JO		0	0	0
0 P	/(N	77 48		0	0	0
0 P	/(N	77 48		0	0	0
0 P	/(N	77 48		0	0	0
0 P	/(N	77 48		0	0	0
0 P	/(N	77 48		0	0	0
0 P	/(N	77 48		0	0	0
0 P	/(C	C ((TC 2		350	0	0
0 P	/(C	FF		0	0	0
0 P	/(C	C ((TC 2		125	0	0
0 P	/(C	C ((TC 2		150	0	0
0 P	/(C	FF		0	0	0
0 P	/(N	57 47		0	0	0
0 P	/(N	57 47		0	0	0
0 P	/(N	57 47		0	0	0
0 P	/(N	57 80		0	0	0
0 P	/(N	57 48		0	0	0
0 P	/(N	57 47		0	0	0
0 P	/(N	57 47		0	0	0
0 P	/(N	57 48		0	0	0
0 P	/(N	57 47		0	0	0
143.12 P	/(N	77 47		0	0	0
0 P	/(C	FF		0	0	0
0 P	/(C	D ((IN' 2		540.05	0	0
0 P	/(C	O ((IN' 2		386.4	0	0

0 P	ACE	O (C IN' 2	143.5	0	0
0 P	ACE	O (C IN' 2	420	0	0
0 P	ACE	O (C IN' 2	98	0	0
0 P	ACE	C (C TC 2	500	0	0
0 P	ACE	C (C TC 2	750	0	0
500 P	ACC	\ \ CC	0	0	0
0 P	ACI	(C 47	0	0	0
0 P	ACI	(C 47	0	0	0
0 P	ACI	(C 48	0	0	0
0 P	ACI	(C 47	0	0	0
0 P	ACI	(C 47	0	0	0
0 P	ACI	(C 48	0	0	0
0 P	ACI	(C 56	0	0	0
0 P	ACI	(C 48	0	0	0
0 P	ACI	(C 48	0	0	0
0 P	ACI	(C 47	0	0	0
0 P	ACI	(C 47	0	0	0
0 P	ACI	-- 47	0	0	0
0 P	ACI	-- 47	0	0	0
0 P	ACI	-- 47	0	0	0
0 P	ACI	-- 48	0	0	0
0 P	ACI	-- 47	0	0	0
0 P	ACI	-- 48	0	0	0
0 P	ACI	-- 47	0	0	0
0 P	ACC	EE	0	0	0
0 P	AC\	H 2 (S W/	0	0	4300
20 P	ACC	EE JE	0	0	0
0 P	ACC	EE JE	0	0	0
20 P	ACC	EE JI	0	0	0
0 P	ACI	-- 47	0	0	0
0 P	ACI	-- 47	0	0	0
0 P	ACI	-- 47	0	0	0
0 P	ACE	A (C IN' 2	124.5	0	0
0 P	ACI	(C 47	0	0	0
0 P	ACI	(C 47	0	0	0
0 P	ACI	-- 48	0	0	0
0 P	ACI	-- 47	0	0	0
0 P	ACI	-- 47	0	0	0
0 P	ACI	-- 47	0	0	0
0 P	ACI	-- 48	0	0	0
0 P	ACI	-- 48	0	0	0
0 P	ACI	-- 47	0	0	0
0 P	ACI	-- 47	0	0	0
0 P	ACI	-- 47	0	0	0
0 P	ACI	-- 47	0	0	0
0 P	ACI	-- 80	0	0	0
0 P	ACI	-- 47	0	0	0
0 P	ACI	-- 40	0	0	0
0 P	ACI	-- 47	0	0	0
0 P	ACI	-- 47	0	0	0

0 P	/(M	77	56	0	0	0
59.36 P	/(M	77	47	0	0	0
0 P	/(C	77		0	0	0
2.3 P	/(C	77		0	0	0
0 P	/(M	77	47	0	0	0
0 P	/(M	77	53	0	0	0
0 P	/(M	77	48	0	0	0
0 P	/(M	77	47	0	0	0
0 P	/(M	77	68	0	0	0
0 P	/(M	77	47	0	0	0
0 P	/(M	77	47	0	0	0
0 P	/(M	77	80	0	0	0
0 P	/(M	77	47	0	0	0
0 P	/(M	77	48	0	0	0
0 P	/(M	77	47	0	0	0
0 P	/(M	77	47	0	0	0
0 P	/(M	77	47	0	0	0
0 P	/(M	77	47	0	0	0
0 P	/(M	77	47	0	0	0
0 P	/(M	77	47	0	0	0
0 P	/(C	C	TC 2	500	0	0
0 P	/(C	77		0	0	0
0 P	/(C	A	Inv 1	1020	0	0
0 P	/(C	D	Inv 2	78.68	0	0
0 P	/(C	C	TC 2	300	0	0
0 P	/(C	C	TC 2	300	0	0
0 P	/(C	C	TC 2	500	0	0
0 P	/(M	77	47	0	0	0
0 P	/(M	77	47	0	0	0
0 P	/(M	77	48	0	0	0
0 P	/(M	77	47	0	0	0

Mickie	Wright
\$ 12,900.00	\$ 475,036.00

[illegible]

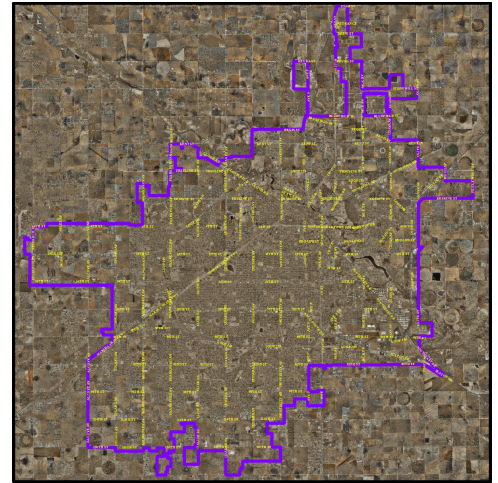
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[illegible]

Managing Department **Water Production***Project Manager* **Michael Lowe***Project Classification* **Infrastructure Improvements***Project Status**Project Scope*

Convert the current disinfection systems, using gaseous chlorine and ammonia, to a safer system using liquid hypochlorite and liquid ammonium sulfate solutions.

Project Justification

The conversion improves the safety of staff and the public by converting to a safer disinfection system that will not involve hazardous gases.

Project History

\$1.0 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

\$2.5 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

\$500,000 was appropriated in the FY 2015-16 Budget, Ord. No. 2015-O0094, September 10, 2015.

Reduced funding by \$500,000 in FY 2015-16, Budget Amendment No. 18, Ord. No 2016-O0039, 3/24/2016.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	
Construction	3,500,000	0	0	0	0	0	0	3,500,000
Total Project Appropriation	3,500,000	0	0	0	0	0	0	3,500,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	
FY 2008 Water Revenue CO's	95,772	0	0	0	0	0	0	95,772
FY 2010 Water Revenue CO's	3,404,228	0	0	0	0	0	0	3,404,228
Total Funding Sources	3,500,000	0	0	0	0	0	0	3,500,000



Regular City Council Meeting

6. 7.

Meeting Date: 11/17/2016

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute Change Order 1 for Construction Services Contract 12416 with Utility Contractors of America, Inc., for construction services associated with Pump Station Intake Meters Project.

Item Summary

Additional flow metering capability will enhance monitoring of processes in the potable water distribution system and aid future modeling calibrations, which in turn may reduce pumping costs through increased operational efficiencies. Flow metering may also assist regulatory reporting and secondary disinfection, if utilized in the future. This project included providing construction required for installation of flow meters with associated valves, vaults, life-safety elements, electrical components, and instrumentation at the intakes of Pump Stations 3 and 8.

Change Order 1 adds, reduces, or removes items from the scope of Contract 12416 resulting in a net credit of \$47,155.00. Changes to the scope of Contract 12416 will reduce linear feet of demolished reinforced concrete cylinder (SCRC) pipe, reduce linear feet of new epoxy coated pressure pipe installed, reduce linear feet of new SCRC pipe installed, remove one 4" blow off assembly, and add one additional test port.

Fiscal Impact

\$2,806,875 is appropriated in Capital Improvement Project 91033, Pumping System Improvements. This item will reduce the amount of the Utility Contractors of America Inc. contract by \$47,155.

Staff/Board Recommending

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

Attachments

Resolution - Change Order 1, Contract 12416

Change Order - Utility Contractors of America, Inc.

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No 1 to that certain Contract No. 12416 by and between the City of Lubbock and Utility Contractors of America, Inc., for Pump Station Intake Meters Project No. 91033 per Bid #RFP-15-12416-TF and related documents. Said Change Order No.CO-1 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 _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

RES.ChgOrd#1, Contract-12416
9.30.16

**City of Lubbock
Purchasing and Contract Management
Change Order**

Contract No: 12416 Contractor: Utility Contractors of America, Inc.
Change Order No. 001 Contract Title: Pump Station Intake Meters
BID/RFP No. 15-12416-TF Project Number: 91033

1. "Change Order" means a written order to a Contractor executed by the Owner in accordance with the contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the contract documents, or an adjustment to the compensation payable to Contractor, or to the time for performance of the contract and completion of the Project, or a combination thereof, which does not alter the nature of the thing to be constructed and is an integral part of the project objective. Adjustments to "Estimated Quantities" to a line item in a Unit Price contract do not require a Change Order. All work that alters the nature of the thing to be constructed or that is not an integral part of the project objective must be let out for public bid. Description of change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project (attach additional pages if necessary):

1. Deduct for Demo Existing SCRC Pipe - (\$63,250.00)
2. Deduct for Epoxy Coated Pressure Pipe - (\$33,000.00)
3. Deduct for SCRC Pipe - (\$5,980.00)
4. Deduct for 4" Blow off Assembly - (\$2,400.00)
5. Add Test Port - \$550.00

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

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

ITEM	DESCRIPTION	AMOUNT
A.	ORIGINAL CONTRACT VALUE:	\$ 640,425.00
B.	AMOUNT OF THIS CHANGE ORDER: <i>Council approval required if over \$25,000</i>	\$ (47,153.00)
	COST CENTER: ACCOUNT:	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	7.38 %
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$ 0.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	\$ (47,153.00)
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): <i>25% increase or decrease</i>	%
G.	NEW CONTRACT AMOUNT (A+E):	\$ 593,270.00

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

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

Chris Behar VP 9/22/16 Brian Bush 9/23/16
(1) CONTRACTOR Date (2) PROJECT ARCHITECT/ENGINEER Date

Approved as to Content:

Approved as to Form:

[Signature] 9/23/16
(3) OWNER'S REPRESENTATIVE Date

[Signature] 9/29/16
(4) CITY ATTORNEY Date

[Signature] 9/28/16
(5) CAPITAL PROJECTS MANAGER Date

[Signature] 10/06/16
(6) PURCHASING AND CONTRACT MANAGER Date

Change Orders over \$25,000 require a Contract Cover Sheet and the following signatures:

CITY OF LUBBOCK

ATTEST:

(7) MAYOR

Date

(8) CITY SECRETARY

Date

Council Date:

Agenda Item #:

Resolution #:

**City of Lubbock, TX
Capital Project
Project Cost Detail
November 17, 2016**

Capital Project Number: 91033
Capital Project Name: Pumping System Improvements

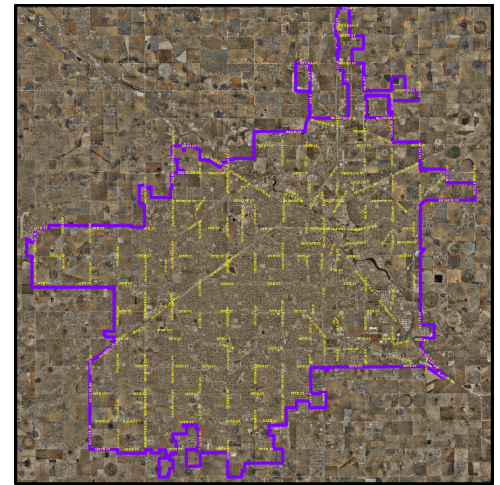
	Budget
<i>Encumbered/Expended</i>	
City of Lubbock staff time	\$ 34,708
Advertisement	676
Misc Expenses	10
Pump System Maintenance & Equipment	261,099
Hire of Equipment/Inventory	1,060
Trademark Hoist and Crane	155,420
Eaton Corporation	45,499
Valve and Equipment Consultant	28,368
Natgun Corporation	12,400
FNI Engineering Services Contract 11509	52,188
UCA Construction Contract 12416	640,425
FNI Construction Phase Engineering Services Contract 12470	63,993
Gicon Pumps and Equipment	96,700
EMICC, Inc.	80,365
<i>Agenda Item November 17, 2016</i>	
UCA Contract 12416 Change Order 1	(47,155)
<i>Encumbered/Expended to Date</i>	<u>1,425,755</u>
<i>Estimated Costs for Remaining Appropriation</i>	
Pumping System Improvements	<u>1,381,120</u>
<i>Remaining Appropriation</i>	<u>1,381,120</u>
Total Appropriation To Date	<u><u>\$ 2,806,875</u></u>

Managing Department **Pumping and Control**

Project Manager **Michael Lowe**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**

*Project Scope*

Purchase and install equipment; modify and/or rehabilitate existing equipment, facility, and pumping system; and other major maintenance activities.

Project Justification

Replacing and updating aged infrastructure decreases emergency maintenance expenditures and reduces system failures.

Project History

The project is an annual program that ensures continuous and reliable water service.

\$100,000 was appropriated in FY 2004-05, Ord. No. 2005-00031, March 24, 2005.

\$222,390 was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.

\$884,485 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.

\$1.5 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.

Reduced funding by \$1.0 million in FY 2010-11 Budget Amendment No. 7, Ord. No. 2011-O0035, April 14, 2011.

\$200,000 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.

\$500,000 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

\$400,000 was appropriated in the FY 2015-16 Budget, Ord. No. 2015-O0094, September 10, 2015.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	
Construction	2,806,875	0	0	0	0	0	0	2,806,875
Total Project Appropriation	2,806,875	0	0	0	0	0	0	2,806,875

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	
FY 2009 10-year Water Revenue CO's	822,390	0	0	0	0	0	0	822,390
FY 2010 10-year Water Revenue CO's	384,485	0	0	0	0	0	0	384,485
FY 2011 10-year Water Revenue CO's	500,000	0	0	0	0	0	0	500,000
FY 2012 10-year Water Revenue CO's	200,000	0	0	0	0	0	0	200,000
FY 2015 10-year Water Revenue CO's	500,000	0	0	0	0	0	0	500,000
FY 2016 Water Pay-As-You-Go	400,000	0	0	0	0	0	0	400,000
Total Funding Sources	2,806,875	0	0	0	0	0	0	2,806,875



Regular City Council Meeting

6. 8.

Meeting Date: 11/17/2016

Information

Agenda Item

Resolution – Public Works Water Utilities: Consider a resolution authorizing the Mayor to execute Change Order No. 2 to Contract 12048 with Eagle Contracting, L.P., for the construction of the Northwest Water Reclamation Plant.

Item Summary

Construction work is progressing well on the City's new 3 million gallons per day Northwest Water Reclamation Plant. The purpose of the new plant is to provide adequate treatment capacity of the residential, industrial and commercial wastewater produced in the north and west areas of the City of Lubbock. On December 18, 2014, City Council authorized construction Contract 12048 with Eagle Contracting, L.P., of Fort Worth, Texas with a contract price of \$53,685,000 and 900 calendar days for construction time. Notice to Proceed was issued on February 23, 2015.

Change Order No. 1 was authorized by City Council on December 17, 2015 to account for cost reductions due to changes in field conditions and design simplifications for a total credit due to the city in the amount of \$438,217.43.

Proposed Change Order No. 2 includes 16 proposed modifications that removes items from the project scope, adds new items due to field changes, and adds items to improve the performance and operations of the new wastewater treatment plant. The net increase in contract price due to Change Order No. 2 is \$138,569.19 and four days of additional construction time. The new contract amount is \$53,385,351.76.

Fiscal Impact

\$94,300,000 is appropriated in Capital Improvement Project 92221, Northwest Water Reclamation Plant, with \$138,569 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution

Change Order - Eagle Contracting, LP

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No. 2 to that certain Contract No. 12048 by and between the City of Lubbock and Eagle Contracting, LP, for the Northwest Water Reclamation Plant Phase 1A, and related documents. Said Change Order No. 2 is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

RES.ChgOrd#2, Contract-Eagle Contracting, LP
10.17.16

**City of Lubbock
Purchasing and Contract Management
Change Order**

Contract No: 12048

Contractor: Eagle Contracting, LP

Change Order No. CO-2

Contract Title: Northwest Water Reclamation Plant Phase 1A

BID/RFP No. RFP 14-12048-TF

Project Number: 92221.9242.30000

1. "Change Order" means a written order to a Contractor executed by the Owner in accordance with the contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the contract documents, or an adjustment to the compensation payable to Contractor, or to the time for performance of the contract and completion of the Project, or a combination thereof, which does not alter the nature of the thing to be constructed and is an integral part of the project objective. Adjustments to "Estimated Quantities" to a line item in a Unit Price contract do not require a Change Order. All work that alters the nature of the thing to be constructed or that is not an integral part of the project objective must be let out for public bid. Description of change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project (attach additional pages if necessary):

This change order covers 16 items which include items removed from the project scope, items added due to changes in the field, and items added to improve the performance and/or operation of the treatment plant. See attached for cost breakdown, which includes a 4 day project extension.

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

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

ITEM	DESCRIPTION	AMOUNT
A.	ORIGINAL CONTRACT VALUE:	\$ 53,685,000.00
B.	AMOUNT OF THIS CHANGE ORDER: <i>Council approval required if over \$25,000</i>	\$ 138,589.19
	COST CENTER: 9242 ACCOUNT: 30000	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	0.25%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$ -438,217.43
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	\$ -299,648.24
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): <i>25% increase or decrease</i>	-0.56%
G.	NEW CONTRACT AMOUNT (A+E):	\$ 53,385,351.76

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

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

per letter
of 9-27-16

9-27-2016

TX PE
97545

9-29-16

(1) CONTRACTOR Date

Approved as to Content:

Approved as to Form:

(3) OWNER'S REPRESENTATIVE Date

(4) CITY ATTORNEY Date

9-2
10/27/16

(5) CAPITAL PROJECTS MANAGER Date

(6) PURCHASING AND CONTRACT MANAGER Date

10-26-16

Change Orders over \$25,000 require a Contract Cover Sheet and the following signatures:

CITY OF LUBBOCK

ATTEST:

(7) MAYOR

Date

(8) CITY SECRETARY

Date

Council Date: _____ Agenda Item #: _____ Resolution #: _____

**City of Lubbock
Northwest Water Reclamation Plant Phase 1A
Change Order No. 2**

I. DESCRIPTION OF CHANGE ORDER

- a. Per PCM No. 10, for electrical modifications at the Diversion Box.
- b. Per PCM No. 11, for modifying valve vault lighting and electrical enclosures at the Diversion Box.
- c. Per PCM No. 13, for CMU fill connection detail modification at the MBR building.
- d. Per PCM No. 14, for PTU (Preliminary Treatment Unit) odor pipe modifications in the Grit Pump Room.
- e. Per PCM No. 15, for odor drain piping modifications.
- f. Per PCM No. 16, for deleting communications radio by Wunderlich-Malec.
- g. Per PCM No. 17, for deleting the chlorine analyzer.
- h. Per PCM No. 20, for fine screen hot water pipe modifications.
- i. Per PCM No. 22, for deleting the scum harvester at the activated sludge channel.
- j. Per PCM No. 23, for changing the outfall pipe material and deleting part of the outfall pipe scope
- k. Per PCM No. 24, for Odor Control Fan VFDs electrical modifications
- l. Per CMR No. 7, for PTU bridge crane upgrade to Class I Division II.
- m. Per CMR No. 12, for upsizing manholes DB-1, DB-9, DB-10, DB-11 at the Diversion Box.
- n. Per CMR No. 13, for piping modifications for 30/OF & 30/SRS at the PTU.
- o. Per CMR No. 14, to delete environmental clause in Bridge Crane and Monorail specifications
- p. Per CMR No. 15, to revise 350-FE-001 from 18" to 20"

II. EFFECT OF CHANGE

	<u>Item Description</u>	<u>Unit</u>	<u>Extended Cost</u>	<u>Additional Days</u>
a.	PCM No. 10	Lump Sum	\$ 43,358.76	0
b.	PCM No. 11	Lump Sum	\$ 8,609.43	0
c.	PCM No. 13	Lump Sum	\$ -4,418.80	0
d.	PCM No. 14	Lump Sum	\$ 167.92	0
e.	PCM No. 15	Lump Sum	\$ 39,210.40	0
f.	PCM No. 16	Lump Sum	\$ -2,776.50	0
g.	PCM No. 17	Lump Sum	\$ -3,216.60	0
h.	PCM No. 20	Lump Sum	\$ -9,208.90	4
i.	PCM No. 22	Lump Sum	\$ -66,046.56	0
j.	PCM No. 23	Lump Sum	\$ -15,468.17	0
k.	PCM No. 24	Lump Sum	\$ 7,839.83	0
l.	CMR No. 7	Lump Sum	\$ 58,599.93	0
m.	CMR No. 12	Lump Sum	\$ 36,353.86	0
n.	CMR No. 13	Lump Sum	\$ 46,020.22	0
o.	CMR No. 14	Lump Sum	\$ -2,500.00	0
p.	CMR No. 15	Lump Sum	\$ 2,044.37	0
	Total		\$ 138,569.19	4

**City of Lubbock
Capital Project
Project Cost Detail
November 17, 2016**

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

		Budget
<i>Encumbered/Expended</i>		
Feasibility Study - APAI	\$	1,603,816
Surveying for Land Acquisition - Hugo Reed		6,152
Bid Cost		14,127
BNSF Railroad		5,500
Appraisal		16,128
Flow metering		17,850
Staff time		102,944
Professional Services Contract for Final Design - APAI		8,841,689
Easement Acquisition		22,521
Land Acquisition		1,244,027
Construction Contract for NWWRP Potable Water Pipeline		1,245,847
Construction Contract for NWWRP, Eagle Contracting		53,685,000
Alan Plummer Construction Phase Services Contract		4,293,311
Sheila Hall-Parcel 35- Section 13 Block JS		500
Joseph Howell- Parcel 28 -Section 14 Black A		600
Eagle Contracting Change Order #1		(438,217)
Stephen Cone III Trust - Section 14 Block JS		9,500
Construction Contract with UCA for Diversion Pipe		11,644,498
FNI Construction Representative Contract		1,102,000
APAI Construction Administration Contract		271,937
S.J. Louis Construction Contract		8,375,658
 <i>Agenda Items November 17, 2016</i>		
Eagle Contracting Change Order #2		138,569
<i>Encumbered/Expended To Date</i>		92,203,957
 <i>Estimated Cost for Remaining Appropriation</i>		
Construction		2,096,043
<i>Remaining Appropriation</i>		2,096,043
 Total Appropriation to Date	 \$	 94,300,000



Regular City Council Meeting

6. 9.

Meeting Date: 11/17/2016

Information

Agenda Item

Ordinance 2nd Reading - Right-of-Way: Consider Ordinance No. 2016-O0140 abandoning and closing a 44-foot temporary drainage easement located south of Avenue T and 100th Street, in Section 10 Block E, Lubbock, Lubbock County, Texas, 10007 Avenue U.

Item Summary

On September 22, 2016, the City Council approved the first reading of the ordinance.

This ordinance abandons and closes a 44-foot temporary drainage easement located in Section 10 Block E, Lubbock, Lubbock County, Texas. This tract is being platted, and closing the easement is necessary to accommodate new lots as they are being developed. Storm Water Engineering is in agreement with the closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Closure Temporary Drainage Easement - Section 10 Block E

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A 44' TEMPORARY DRAINAGE EASEMENT LOCATED IN SECTION 10, BLOCK E, 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 _____, 2016.

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

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Chad Weaver, City Attorney

A&C-Ord.DE-Section 10, Block E
8.25.16



AMD ENGINEERING, LLC

44' TEMPORARY DRAINAGE EASEMENT CLOSURE



Metes and Bounds description on a 0.82 acre (35,723 sq. ft.) tract of land out of Section 10, Block E, Lubbock County, Texas, and being further described by metes and bounds as follows:

Beginning at in the South line of a 20 foot alley and the Plat Limits of Stonebridge Community, an Addition to the City of Lubbock, Lubbock County, Texas, for the most Northerly Northwest corner of this tract, whence the Northeast corner of Section 10, Block E bears N00°03'16"W, a distance of 1011.77 feet and N89°56'49"E, a distance of 1937.10 feet;

Thence N89°56'44"E, along said South line of said Plat Limits, a distance of 44.00 feet to a point for the Northeast corner of this easement;

Thence S00°03'16"E, a distance of 76.49 feet to a point for the Southeast corner of this easement;

Thence S79°20'10"W, a distance of 644.62 feet to a point for a corner of this easement;

Thence S64°14'51"E, a distance of 132.14 feet to a point for a corner of this easement;

Thence N00°06'50"E, a distance of 48.90 feet to a point for the most Westerly Northwest corner of this easement;

Thence N64°14'51"E, a distance of 116.63 feet to a point for a corner of this easement;

Thence N79°20'10"E, a distance of 613.92 feet to a point for a corner of this easement;

Thence N00°03'16"W, a distance of 39.97 feet to to the Point of Beginning.

The basis of bearing for the information shown hereon is relative to the North line Sun Country North Subdivision (Volume 7237, Page 312).

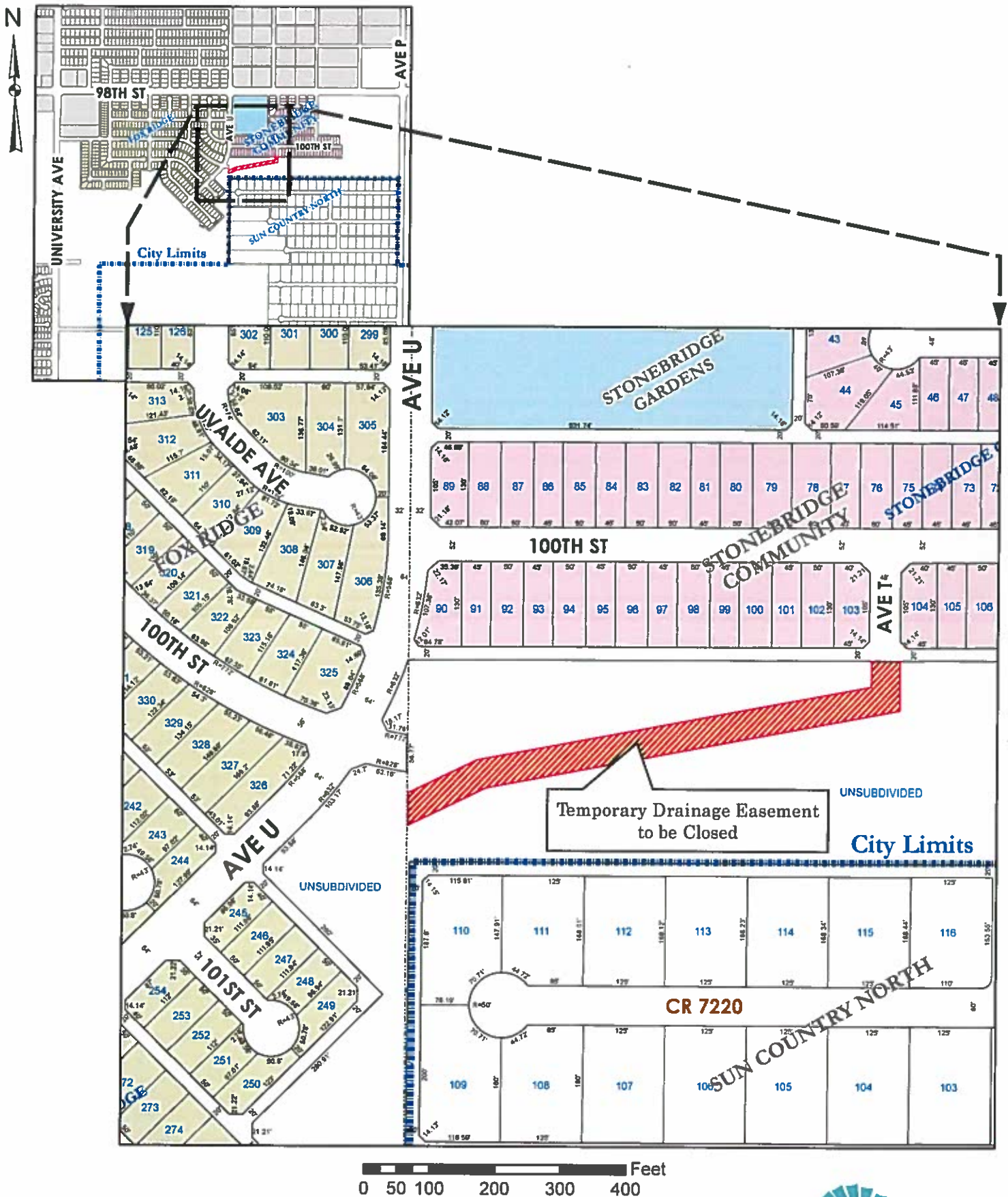
Job No. 14184

August 24, 2016

Charles Lynn Sawyer
Registered Professional Land Surveyor No. 5809



Proposed Closing of a Temporary Drainage Easement (CCFN 2006049742) Located South of 100th Street and East of Avenue U





Regular City Council Meeting

6. 10.

Meeting Date: 11/17/2016

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance No. 2016-00165 abandoning and closing a 20-foot wide alley out of Block 4, Original Town of Lubbock, and portions of utility easements located in Lots 1 and 2, Block 1, Memorial Center, and Lot 7, Block 4, Original Town of Lubbock, Lubbock County, Texas, and located at Marsha Sharp and Avenue L.

Item Summary

This ordinance abandons and closes a 20-foot wide alley out of Block 4, Original Town of Lubbock, and portions of utility easements located in Lots 1 and 2, Block 1, Memorial Center, and Lot 7, Block 4, Original Town of Lubbock, Lubbock County, Texas. This alley closure completes detail work on this tract of land and there will be no charge for the alley closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Abandon and Close - Alley Block 4 Original Town and Utility Easement

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A 20-FOOT WIDE ALLEY OUT OF BLOCK 4, ORIGINAL TOWN OF LUBBOCK AND PORTIONS OF UTILITY EASEMENTS LOCATED IN LOTS 1 AND 2, BLOCK 1, MEMORIAL CENTER, AND LOT 7, BLOCK 4, ORIGINAL TOWN OF LUBBOCK, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

SECTION 1. THAT the alley and easements as hereinafter described shall BE and the same are hereby closed, vacated and abandoned for easement purposes and for public use, such easement being more particularly described in the attached Exhibits "A", "B", "C", "D", and "E".

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

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

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

AND IT IS SO ORDERED.

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

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

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



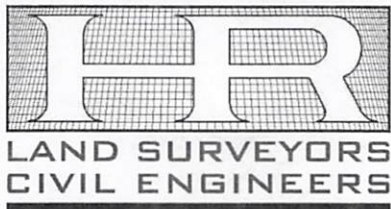
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Chad Weaver, City Attorney

A&C-UUE-Blk 4, Original Town of Lubbock.Ord 6.27.16



HUGO REED AND ASSOCIATES, INC.

1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891

TEXAS REGISTERED ENGINEERING FIRM F-760

TEXAS LICENSED SURVEYING FIRM 100676-00



METES AND BOUNDS DESCRIPTION of a 0.0782 acre tract of land, being a portion of a 20 foot alley as dedicated by plat located in Block 4, Original Town of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed thereof recorded in Volume 5, Page 384 of the Deed Records of Lubbock County, Texas (DRLCT), being further described as follows:

BEGINNING at a 1/2" iron rod with cap found in the East line of said 20 foot alley, at a corner of Lot 2, Block 1, Memorial Center Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1349, Page 521, DRLCT, in the North line of a 30 foot underground utility easement as granted by plat recorded in Volume 1349, Page 521, DRLCT, at the Southeast corner of this tract which bears N. 01°41'14" E. a distance of 466.15 feet and N. 88°18'46" W. a distance of 344.20 feet from a 1/2" iron rod with cap found at the most Southerly Southeast corner of said Lot 2, Block 1;

THENCE N. 88°18'46" W., along the Northern boundary of said Lot 2, Block 1 and the North line of said 30 foot easement, a distance of 20.00 feet to a 1/2" iron rod with cap found at the Southeast corner of Lot 7, of said Block 4, Original Town of Lubbock and the Southwest corner of this tract;

THENCE N. 01°41'14" E., along the Eastern boundary of Lots 3-7, of said Block 4, Original Town of Lubbock, and the Eastern boundary of Lot 1, of said Block 1, Memorial Center Addition, a distance of 169.91 feet to a 1/2" iron rod with cap found in the South right-of-way line of Marsha Sharp Freeway as described in Volume 6104, Page 98, Real Property Records of Lubbock County, Texas, at the Northwest corner of this tract;

THENCE N. 89°16'54" E. a distance of 20.02 feet to a 1/2" iron rod with cap found in the South right-of-way line of Marsha Sharp Freeway as described in Volume 6332, Page 52, RPRLCT, and the Eastern boundary of said 20 foot alley, at the Northeast corner of this tract:

THENCE S. 01°41'14" W., along the Western boundary of said Lot 2 and the Eastern boundary of said 20 foot alley, a distance of 170.75 feet to the Point of Beginning.

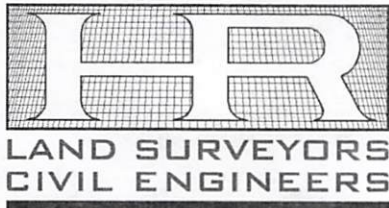
Contains 3407 square feet

Bearings Relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, (2011, epoch 2010.0)

March 23, 2015

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



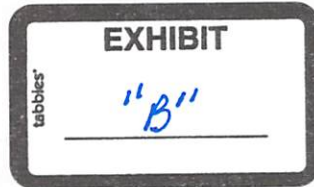


HUGO REED AND ASSOCIATES, INC.

1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891

TEXAS REGISTERED ENGINEERING FIRM F-760

TEXAS LICENSED SURVEYING FIRM 100676-00



METES AND BOUNDS DESCRIPTION of a portion of an underground utility easement as granted by plat recorded in Volume 1349, Page 521, Deed Records of Lubbock County, Texas (DRLCT), located in Lot 1, Block 1, Memorial Center Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1349, Page 521, DRLCT, being further described as follows:

BEGINNING at a 60 penny nail set in the East line of said utility easement for the Southeast corner of this tract same being the original Northwest corner of Lot 4, Block 4, Original Town of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 5, Page 384, DRLCT;

THENCE N. 88°18'46" W. a distance of 37.50 feet to a 60 penny nail set for the Southwest corner of this tract;

THENCE N. 01°41'14" E. a distance of 46.21 feet to a 60 penny nail set for the Northwest corner of this tract;

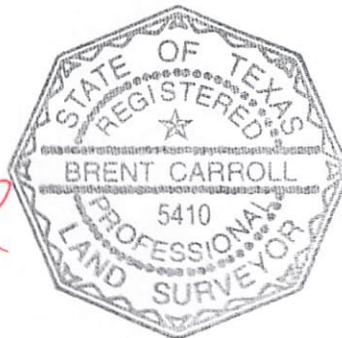
THENCE S. 88°18'46" E. a distance of 37.50 feet to a 60 penny nail set in the East line of said underground utility easement for the Northeast corner of this tract;

THENCE S. 01°41'14" W., along the East line of said underground utility easement, a distance of 46.21 feet to the Point of Beginning.

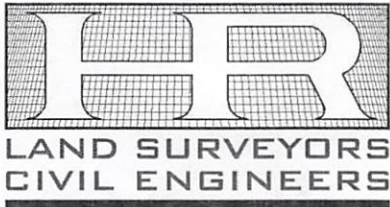
Bearings are Relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, (2011, epoch 2010.0)

Contains 1,733 sq. ft. or 0.0398 acres

Surveyed on the ground
February 23, 2016

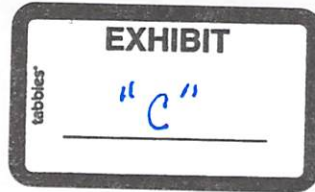


Brent Carroll
Registered Professional
Land Surveyor No. 5410
State of Texas



HUGO REED AND ASSOCIATES, INC.

1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00



METES AND BOUNDS DESCRIPTION of a 0.0351 acre tract of land, being a portion of an Underground Utility Easement located in Lot 2, Block 1, Memorial Center Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1349, Page 521 of the Deed Records of Lubbock County, Texas, being further described as follows:

BEGINNING at a 60 penny nail set for a corner of said underground utility easement and the Southwest corner of this tract, which bears N. 01°41'14" E. a distance of 275.00 feet and N. 88°18'46" W. a distance of 489.20 feet from a 1/2" iron rod with cap found at the most Southerly Southeast corner of said Lot 2, Block 1, Memorial Center Addition;

THENCE N. 01°41'14" E. a distance of 20.00 feet to a 60 penny nail set for a corner of said underground utility easement and the Northwest corner of this tract;

THENCE S. 88°18'46"E., along the East line of said underground utility easement, a distance of 76.50 feet to a 60 penny nail set for a corner of said underground utility easement and the Northeast corner of this tract;

THENCE S. 01°41'14" W., continuing along the East line of said underground utility easement, a distance of 20.00 feet to a 60 penny nail set for a corner of said underground utility easement and the Southeast corner of this tract;

THENCE N. 88°18'46" W., continuing along the East line of said underground utility easement, a distance of 76.50 feet to the Point of Beginning.

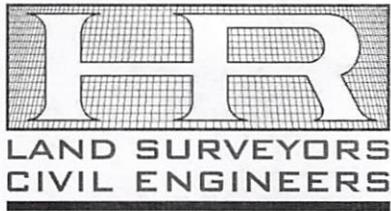
Contains 1530 sq. ft.

Bearings Relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, (2011, epoch 2010.0)

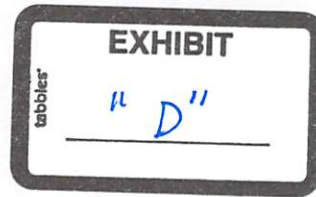
Surveyed on the ground
January 14, 2016



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



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



METES AND BOUNDS DESCRIPTION of a 0.1136 acre tract of land, being a portion of an Underground Utility Easement located in Lots 1 and 2, Block 1, Memorial Center Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1349, Page 521 of the Deed Records of Lubbock County, Texas (DRLCT), being further described as follows:

BEGINNING at a 60 penny nail set for a corner of said underground utility easement and the Northeast corner of this tract, which bears N. 01°41'14" E. a distance of 275.00 feet and N. 88°18'46" W. a distance of 489.20 feet from a 1/2" iron rod with cap found at the most Southerly Southeast corner of said Lot 2, Block 1, Memorial Center Addition;

THENCE S. 01°41'14" W., along the East line of said underground utility easement, at 149.15 feet pass the Southern boundary of said Lot 2 and the Northern boundary of said Lot 1, continuing for a total distance of 275.00 feet to a 60 penny nail set in the Southern boundary of said Lot 1, the North right-of-way line of Mac Davis Lane as dedicated by plat recorded in Volume 5, Page 384, DRLCT, for the Southeast corner of said underground utility easement and the Southeast corner of this tract;

THENCE N. 88°18'46" W., along said North right-of-way line, the Southern boundary of said Lot 1, and the South line of said underground utility easement, a distance of 18.00 feet to a cross cut in concrete set for the Southwest corner of this tract, from whence a found 1/2" iron rod with cap bears N. 88°18'46" W. a distance of 45.00 feet;

THENCE N. 01°41'14" E., at 135.46 feet pass the Northern boundary of said Lot 1 and the Southern boundary of said Lot 2, continuing for a total distance of 275.00 feet to a 60 penny nail set for the Northwest corner of this tract;

THENCE S. 88°18'46" E. a distance of 18.00 feet to the Point of Beginning.

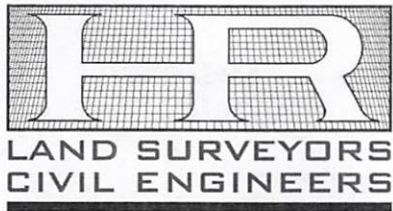
Contains 4950 square feet

Bearings Relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, (2011, epoch 2010.0)

Surveyed on the ground
January 14, 2016



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

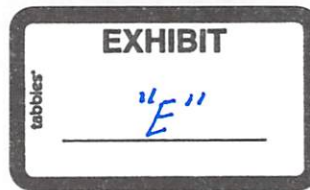


HUGO REED AND ASSOCIATES, INC.

1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891

TEXAS REGISTERED ENGINEERING FIRM F-760

TEXAS LICENSED SURVEYING FIRM 100676-00



METES AND BOUNDS DESCRIPTION of an underground utility easement as described in Volume 1363, Page 612 of the Deed Records of Lubbock County, Texas (DRLCT), located in Lot 7, Block 4 of the Original Town of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed there of recorded in Volume 5, Page 384, DRLCT, being further described as follows:

BEGINNING at a 60 penny nail set in the North line of a 30 foot underground utility easement as granted by plat recorded in Volume 1349, Page 521, DRLCT, and the Southern boundary of said Lot 7, which bears N. 88°18'46" W. a distance of 78.00 feet from a 1/2" iron rod with cap found at the Southeast corner of said Lot 7, Block 4, Original Town of Lubbock;

THENCE N. 88°18'46" W., along the Southern boundary of said Lot 7 and the North line of said 30 foot underground utility easement, a distance of 8.00 feet to a 60 penny nail set for the Southwest corner of this tract;

THENCE N. 01°41'14" E. a distance of 8.00 feet to a 60 penny nail set for the Northwest corner of this tract;

THENCE S. 88°18'46" E. a distance of 8.00 feet to a 60 penny nail set for the Northeast corner of this tract;

THENCE S. 01°41'14" W. a distance of 8.00 feet to the Point of Beginning.

Contains 64 square feet or 0.0015 acres

Bearings Relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, (2011, epoch 2010.0)

Surveyed on the ground
January 14, 2016

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





Regular City Council Meeting

6. 11.

Meeting Date: 11/17/2016

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance No. 2016-O0166 abandoning and closing a 10-foot wide underground utility easement located in Lot 46 of The Falls at Suncrest, an LP&L 5-foot underground utility easement, as well as an LP&L 4x6 transformer pad easement (TPE) in Lot 47 of the Falls at Suncrest, with the TPE currently located south of 110th Street and Troy Avenue.

Item Summary

This ordinance abandons and closes a 10-foot wide underground utility easement located in Lot 46 of The Falls at Suncrest. It also abandons and closes an LP&L 5-foot underground utility easement and an LP&L 4x6 TPE, in Lot 47, located south of 110th Street and Troy Avenue. These easement portions are no longer needed due to new development on these tracts of land.

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

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Easement Closure - The Falls at Suncrest

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A 10-FOOT UNDERGROUND UTILITY EASEMENT, 5-FOOT UNDERGROUND UTILITY EASEMENT AND A 4 X 6 TRANSFORMER PAD EASEMENT LOCATED IN LOTS 46 AND 47 OF THE FALLS AT SUNCREST ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

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

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

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

A&C-UUE –The Falls at Suncrest Addn
8.24.16

EXHIBIT

tabbies

A

FIELD NOTES FOR ABANDONMENT OF A
10' UNDERGROUND UTILITY EASEMENT

FIELD NOTES FOR A 2217 SQUARE FOOT TRACT OF LAND, SITUATED ON LOT 46, OF THE CORRECTED FINAL PLAT, LOTS 1-68, & TRACT A-D, THE FALLS AT SUNCREST, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, as recorded in that certain plat, map and/or dedication deed thereof recorded in Volume 9419, Page 276, Official Public Records of Lubbock County, Texas (OPRLCTX) and being more particularly described by metes and bounds as follows:

BEGINNING a point in the West right-of-way line of Troy Avenue, at the Southeast corner of said Lot 46, same being the Northeast corner of Lot 47 of said Corrected Final Plat, for the Southeast corner of this tract from which a 1/2" iron rod with cap inscribed "RPLS 4460" (herein after referred to as an ABACUS cap) found at the Southeast corner of said Lot 47 bears South 96.00 feet.

THENCE N. 55° 09' 38" W., contiguous with the North boundary line of said Lot 47, a distance of 221.66 feet to an ABACUS cap found at the Southwest corner of this tract.

THENCE N. 00° 05' 16" W. a distance of 12.20 feet to the Northwest corner of this tract.

THENCE S. 55° 09' 38" E., parallel to the South line of said Lot 46, a distance of 221.69 feet to a point in said West right-of-way line, for the Northeast corner of this tract.

THENCE South contiguous with said West right-of-way line, a distance of 12.18 feet to the place of BEGINNING and containing 2217 square feet of land more or less.

Notes:

Bearings are based on record bearings of the Corrected Final Plat, Lots 1-68, & Tracts A-D, The Falls at Suncrest, an Addition to the City of Lubbock, Lubbock County, Texas.

Distances are surface distances, U.S. Survey Feet

* * * * *

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I,
Cyril H. Turner, Registered
COUNTY OF LUBBOCK : Professional Land Surveyor, do hereby
certify that I did cause to be surveyed
on the ground the above described tract of land, and to the best of my
knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal, this the 14th day of July, A.D.,
2016.



C.H.T.
Cyril H. Turner
Registered Professional
Land Surveyor #6460

EXHIBIT

tabbies

B

FIELD NOTES FOR ABANDONMENT OF A
5' UNDERGROUND UTILITY EASEMENT

FIELD NOTES FOR A 1108 SQUARE FOOT TRACT OF LAND, SITUATED ON LOT 47, OF THE CORRECTED FINAL PLAT, LOTS 1-68, & TRACT A-D, THE FALLS AT SUNCREST, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, as recorded in that certain plat, map and/or dedication deed thereof recorded in Volume 9419, Page 276, Official Public Records of Lubbock County, Texas (OPRI.CTX) and being more particularly described by metes and bounds as follows:

BEGINNING a point in the West right-of-way line of Troy Avenue, at the Southeast corner of Lot 46 said Corrected Final Plat, same being the Northeast corner of said Lot 47, for the Northeast corner of this tract from which a 1/2" iron rod with cap inscribed "RPLS 4460" (herein after referred to as an ABACUS cap) found at the Southeast corner of said Lot 47 bears South 96.00 feet.

THENCE South, contiguous with said West right-of-way line, a distance of 6.09 feet to the Southeast corner of this tract.

THENCE N. 55° 09' 38" W., parallel to the North boundary line of said Lot 47, a distance of 221.65 feet to the Southwest corner of this tract.

THENCE N. 00° 05' 16" W. a distance of 6.10 feet to an ABACUS cap found in the South line of said Lot 46, at the Northwest corner of this tract.

THENCE S. 55° 09' 38" E., contiguous with the South line of said Lot 46, a distance of 221.66 feet to the place of BEGINNING and containing 1108 square feet of land more or less.

Notes:

Bearings are based on record bearings of the Corrected Final Plat, Lots 1-68, & Tracts A-D, The Falls at Suncrest, an Addition to the City of Lubbock, Lubbock County, Texas.

Distances are surface distances, U.S. Survey Feet

* * * * *

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I,
Cyril H. Turner, Registered
COUNTY OF LUBBOCK : Professional Land Surveyor, do hereby
certify that I did cause to be surveyed
on the ground the above described tract of land, and to the best of my
knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal, this the 14th day of July, A.D.,
2016.



Cyril H. Turner
Cyril H. Turner
Registered Professional
Land Surveyor #6460



FIELD NOTES FOR ABANDONMENT OF A
4' X 6' TRANSFORMER PAD EASEMENT

FIELD NOTES FOR A 24 SQUARE FOOT TRACT OF LAND, SITUATED ON LOT 47, OF THE CORRECTED FINAL PLAT, LOTS 1-68, & TRACT A-D, THE FALLS AT SUNCREST, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, as recorded in that certain plat, map and/or dedication deed thereof recorded in Volume 9419, Page 276, Official Public Records of Lubbock County, Texas (OPRLCTX) and being more particularly described by metes and bounds as follows:

BEGINNING a point in the West right-of-way line of Troy Avenue, at the Southeast corner of Lot 46 said Corrected Final Plat, same being the Northeast corner of said Lot 47, for the Northeast corner of this tract from which a 1/2" iron rod with cap inscribed "RPLS 4460" (herein after referred to as an ABACUS cap) found at the Southeast corner of said Lot 47 bears South 96.00 feet.

THENCE South, contiguous with said West right-of-way line, a distance of 6.00 feet to the Southeast corner of this tract.

THENCE West a distance of 4.00 feet to the Southwest corner of this tract.

THENCE North a distance of 6.00 feet to the Northwest corner of this tract.

THENCE East a distance of 4.00 feet to the place of BEGINNING and containing 24 square feet of land more or less.

Notes:

Bearings are based on record bearings of the Corrected Final Plat, Lots 1-68, & Tracts A-D, The Falls at Suncrest, an Addition to the City of Lubbock, Lubbock County, Texas.

Distances are surface distances, U.S. Survey Feet

* * * * *

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I,
Cyril H. Turner, Registered
COUNTY OF LUBBOCK : Professional Land Surveyor, do hereby
certify that I did cause to be surveyed
on the ground the above described tract of land, and to the best of my
knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal, this the 14th day of July, A.D.,
2016.




Cyril H. Turner
Registered Professional
Land Surveyor #6460

[illegible]



Regular City Council Meeting

6. 12.

Meeting Date: 11/17/2016

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance No. 2016-00167 abandoning and closing a 15-foot alley adjacent to Lots 1-6, Block 133, Original Town of Lubbock, Lubbock County, Texas.

Item Summary

This ordinance abandons and closes a 15-foot alley adjacent to Lots 1-6, Block 133, Original Town of Lubbock, which is located just east of Avenue J and south of Broadway Avenue. The requestor of the closure is not the original dedicator of the alley closure, therefore there will be a charge for the closure. The alley will remain a utility and drainage easement in the closure.

The total area being closed is 1,875 square feet. The Right-of-Way Department has valued the closure at \$5.00 per square foot, based on adjacent property land values, for a value of \$9,375 x 50% easement credit, for a total of \$4,687.50 due to the City.

Public Works Engineering and all utility companies are in agreement with the closure.

Fiscal Impact

Revenue of \$4,687.50 to the General Fund.

Staff/Board Recommending

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

Attachments

Ordinance - Alley Closure-Block 133 Original Town

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF A FIFTEEN FOOT WIDE ALLEY RIGHY-OF-WAY, LOCATED ADJACENT TO LOTS 1-6 AND BLOCK 133, ORIGINAL TOWN OF LUBBOCK, IN THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATON.

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

WHEREAS, said abandonment shall in no way affect any utility easements, present or future; NOW THEREFORE:

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

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

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



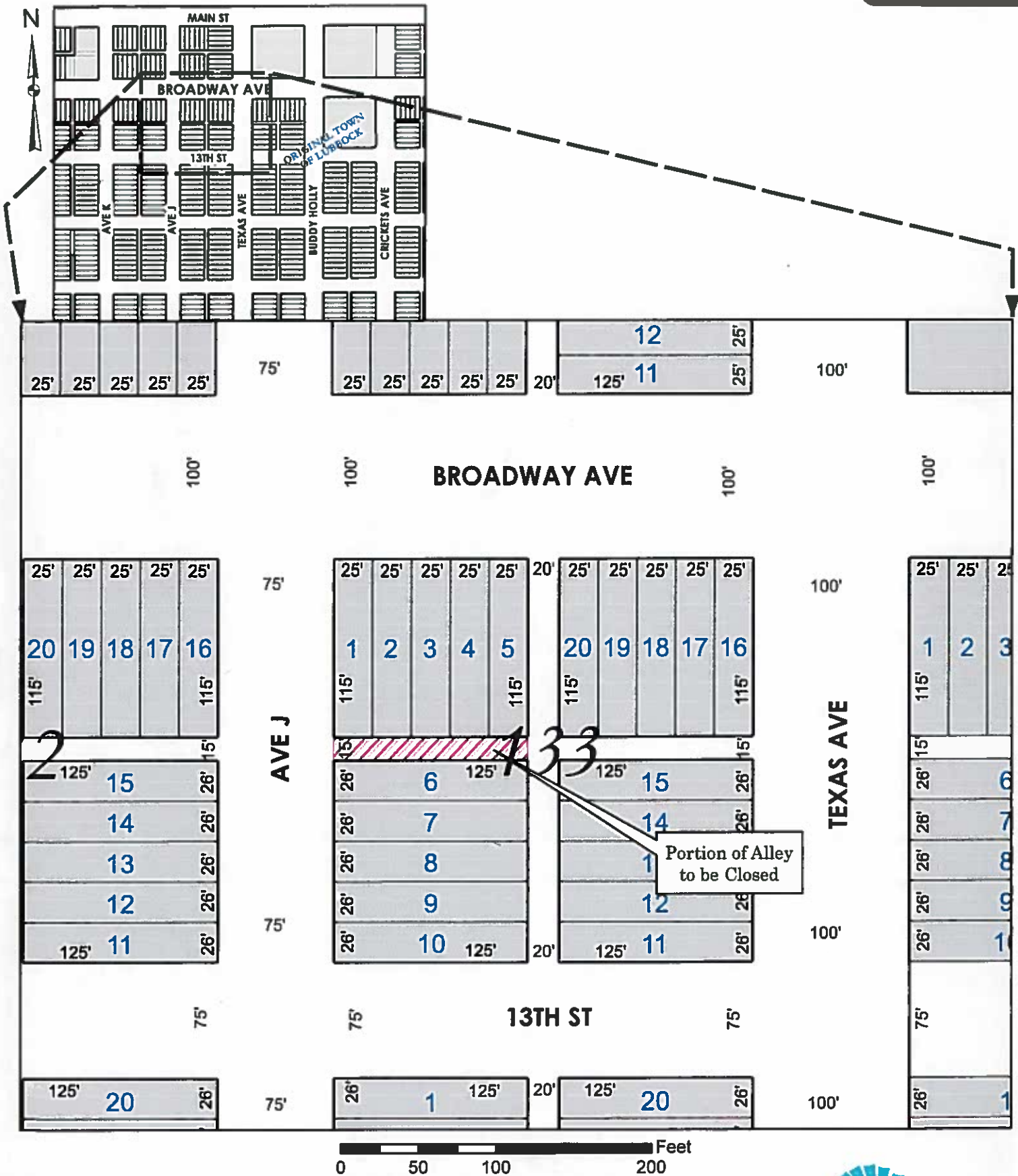
Ryan Brooke, Assistant City Attorney

A&C-alley-Original Town Addn.ord
10.20.16

**Proposed Closing of a Portion of a 15' wide Alley
Located Adjacent to Lots 1-5 and 6
Block 133, Original Town of Lubbock**

EXHIBIT

"A"





Regular City Council Meeting

6. 13.

Meeting Date: 11/17/2016

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance No. 2016-00168 abandoning and closing portions of two (2) underground utility easements located in Section 25, Block E-2, north of 114th Street and east of Chicago Avenue.

Item Summary

The ordinance abandons and closes portions of two (2) underground utility easements located north of 114th Street and east of Chicago Avenue. These easement portions are no longer needed due to new development on this tract of land.

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

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Ordinance - Easement Closure - Section 25 Block E-2 (1)

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF TWO UNDERGROUND UTILITY EASEMENTS LOCATED IN SECTION 25, BLOCK E-2, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

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

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

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



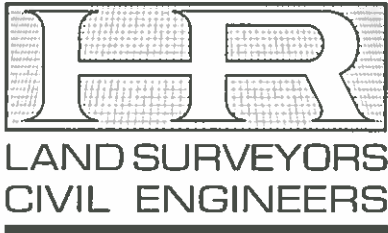
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

A&C-UUE –Section 25, Blk E-2.ord
10.11.16



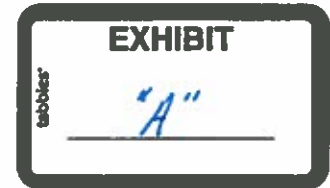
HUGO REED AND ASSOCIATES, INC.

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

Easement Closure



METES AND BOUNDS DESCRIPTION of a 0.9758 acre tract of land being a portion of an Underground Utility Easement as described under County Clerk File Number 2015012400 of the Official Public Records of Lubbock County, Texas, 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 and the Western boundary of said Underground Utility Easement for the Southwest corner of this tract which bears N. 88°43'17" W. a distance of 2643.22 feet and N. 01°45'05" E. a distance of 275.01 feet from the Southeast corner of Section 25, Block E-2, Lubbock County, Texas;

THENCE N. 01°45'05" E., along the West line of the Southeast Quarter of said Section 25 and Western boundary of said Underground Utility Easement, a distance of 20.00 feet to a point for the most Westerly Northwest corner of this tract;

THENCE S. 88°43'17" E., along the Western boundary of said Underground Utility Easement, a distance of 806.70 feet to a 60 penny nail set;

THENCE N. 46°16'43" E., continuing along the Western boundary of said Underground Utility Easement, a distance of 21.21 feet to a 60 penny nail set;

THENCE N. 01°16'43" E., continuing along the Western boundary of said Underground Utility Easement, a distance of 297.00 feet to a point;

THENCE S. 88°43'17" E., continuing along the Western boundary of said Underground Utility Easement, a distance of 22.00 feet to a 60 penny nail set;

THENCE N. 01°16'43" E., continuing along the Western boundary of said Underground Utility Easement, a distance of 226.95 feet to a 60 penny nail set;

THENCE N. 05°01'37" E., continuing along the Western boundary of said Underground Utility Easement, a distance of 45.08 feet to a 60 penny nail set for a corner of said Underground Utility Easement and the most Northerly Northwest corner of this tract;

THENCE S. 88°43'17" E., continuing along the Western boundary of said Underground Utility Easement, a distance of 28.05 feet to a 60 penny nail set for the Northeast corner of this tract;

THENCE S. 01°16'43" W. a distance of 603.93 feet to a 1/2" iron rod with cap found at the Southeast corner of this tract;

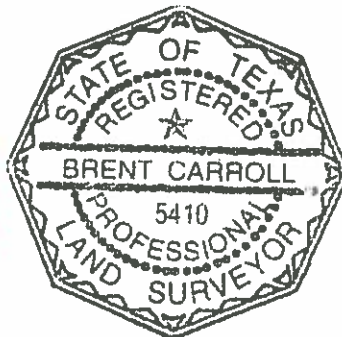
THENCE N. 88°43'17" W., at 31.00 feet pass a point in the Western boundary of said Underground Utility Easement, continuing along the Western boundary of said Underground Utility Easement for a total distance of 874.86 feet to the Point of Beginning.

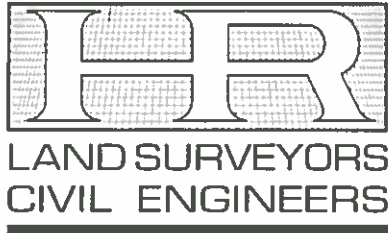
Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, (2011, epoch 2010.0).

Contains: 42,508 square feet

June 30, 2016

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



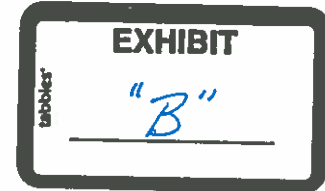


HUGO REED AND ASSOCIATES, INC.

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



Easement Closure

METES AND BOUNDS DESCRIPTION of a 0.1238 acre tract of land being a portion of an Underground Utility Easement as described under County Clerk File Number (CCFN) 2015012400 of the Official Public Records of Lubbock County, Texas (OPRLCT), located in Section 25, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a 60 penny nail set in the North right-of-way line of 114th Street as described under CCFN 2010017492, OPRLCT, for the Southwest corner of said Underground Utility Easement and the Southwest corner of this tract which bears N. 88°43'17" W. a distance of 1812.08 feet and N. 01°16'43" E. a distance of 55.00 feet from the Southeast corner of Section 25, Block E-2, Lubbock County, Texas;

THENCE N. 46°16'43" E., along the Western boundary of said Underground Utility Easement, a distance of 21.21 feet to a 60 penny nail set;

THENCE N. 01°16'43" E., continuing along the Western boundary of said Underground Utility Easement, a distance of 185.00 feet to a 60 penny nail set for the Northwest corner of this tract;

THENCE S. 88°43'17" E. a distance of 20.00 feet to a 60 penny nail set for the most Northerly Northeast corner of this tract;

THENCE S. 01°16'43" W. a distance of 73.41 feet to a 60 penny nail set;

THENCE S. 88°43'17" E. a distance of 11.00 feet to a 60 penny nail set for the most Easterly Northeast corner of this tract;

THENCE S. 01°16'43" W. a distance of 111.59 feet to a 1/2" iron rod with cap found (HRA) at the most Easterly Southeast corner of this tract;

THENCE S. 46°16'43" W. a distance of 21.21 feet to a 1/2" iron rod with cap found (HRA) in the North right-of-way line of said 114th Street and the Southern boundary of said Underground Utility Easement at the most Southerly Southeast corner of this tract;

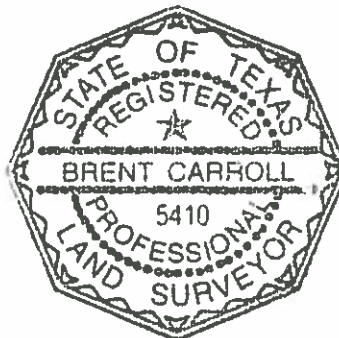
THENCE N. 88°43'17" W., along the North right-of-way line of said 114th Street and the Southern boundary of said Underground Utility Easement, a distance of 31.00 feet to the Point of Beginning.

Bearings are relative to Grid North, Texas Coordinate System of 1983, North-Central Zone, (2011, epoch 2010.0).

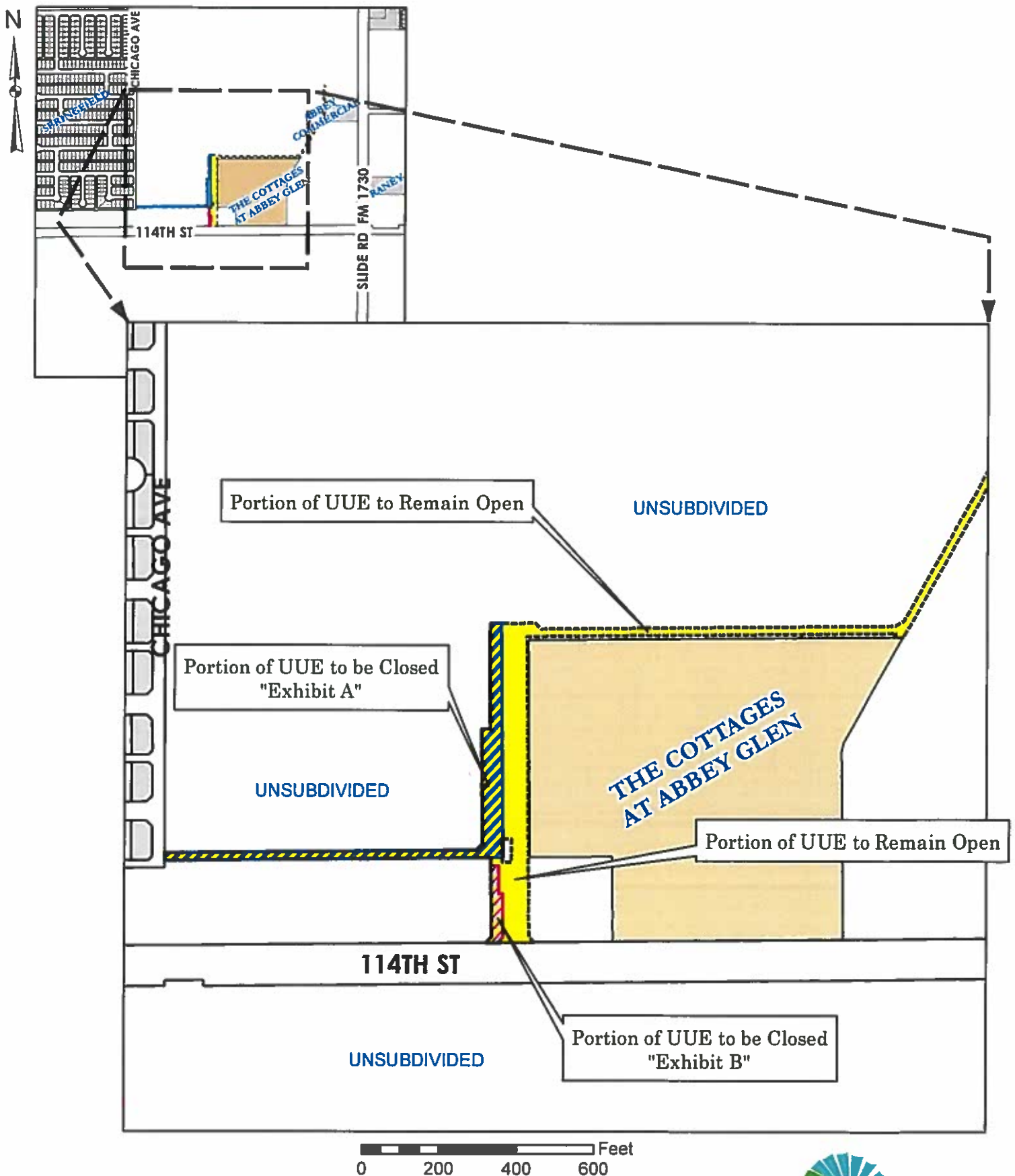
Contains: 5,393 square feet

June 30, 2016

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



Proposed Closing of Portions of an Underground Utility Easement (CCFN 2015012400)
Located North of 114th Street and East of Chicago Avenue





Regular City Council Meeting

6. 14.

Meeting Date: 11/17/2016

Information

Agenda Item

Ordinance 1st Reading - Planning: Consider an ordinance amending the Oil and Gas Drilling Ordinance, to repeal the provision for the oil and gas advisory review committee, and amending the remainder of the ordinance to remove the references to said committee.

Item Summary

Same as stated above.

Fiscal Impact

None

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Oil and Gas Amendment (003)

Redline of changes to oil and gas ordinance

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 8 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, BY REPEALING SECTION 8.07.008 THEREBY REMOVING THE OIL AND GAS ADVISORY REVIEW COMMITTEE; BY AMENDING SECTION 8.07.034 BY DELETING ALL REFERENCES TO THE OIL AND GAS ADVISORY REVIEW COMMITTEE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock recognizes that the City of Lubbock is located in the oil and gas-producing Permian Basin and is located within the Railroad Commission Division 8A; and

WHEREAS, the City Council of the City of Lubbock recognizes that the City of Lubbock shall issue permits for the drilling of oil and gas; and

WHEREAS, the City Council of the City of Lubbock desires to provide an efficient method for the review of all permit applications for the drilling of oil and gas within the City of Lubbock by removing the requirement for an oil and gas advisory committee and granting the City Manager of the City of Lubbock and the City Council of the City of Lubbock the authority to review applications for and issue, or refuse to issue, permits for oil and gas drilling; and

WHEREAS, the City Council of the City of Lubbock, Texas deems it in the best interest of the citizens of Lubbock to make the following amendments to Chapter 8 of the Code of Ordinances with regard to the application review and permit issuance or refusal to issue permit for all oil and gas drilling applications; NOW THEREFORE:

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

SECTION 1. THAT Section 8.07.008 of the Code of Ordinances of the City of Lubbock, Texas, is hereby repealed in its entirety.

SECTION 2. THAT Section 8.07.034 of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 8.07.034 Issuance or refusal to issue

(a) Upon receipt of the completed application, the city manager shall make a reasonable attempt within ten (10) business days to arrange a conference between the city staff and the applicant. The city manager shall instruct his representative, the city attorney, planning director, or their representatives, along with any others he so chooses, to meet in conference with the applicant to review the content of proposed staff comments related to the application.

Each item to which the staff directs comment shall be presented to the applicant, and the application amended if the applicant so chooses.

(b) The city manager shall submit a written report to the city council on all permit applications under this article. The report shall include the staff concerns and any unresolved issues. The city manager shall submit a recommendation to the city council on all permit applications, including any additional permit conditions as determined necessary by the city staff. The results and recommendations of the city manager shall be sent to the applicant within ten (10) business days following the meeting with city staff.

(c) The city council shall hold a public hearing on all applications for permits to drill oil or gas wells. Written notice of all such hearings shall be sent by the city manager, at the applicant's expense, on forms prepared by the city attorney's office to the applicant and all other persons deemed by the oil and gas inspector to be affected thereby, and all owners of real property lying within six hundred (600) feet of the proposed location of the oil or gas well and the storage facility. Such notice is to be given not less than ten (10) business days before the date set for hearing to all such owners who have rendered their said property for city taxes as the ownership appears on the last approved city tax roll. Such notice may be served by depositing the same properly addressed and postage paid, in the city post office. Notice shall also be given by publishing the same in a newspaper of general circulation in the city at least fifteen (15) business days prior to the date set for hearing, which notice shall state the time and place of such hearing; provided, however, all provisions contained herein with respect to the mailing and publishing of notices of hearing shall be deemed sufficient upon substantial compliance with this section. The city council may approve a permit for the drilling and operation of the well described in the application. The city council may designate such additional conditions concerning installation, operation, and maintenance of the proposed well site and/or storage facility, including but not limited to the following:

- (1) Alternate location of the well due to adjacent land uses;
- (2) Air-pollution control devices, air-pollution monitoring devices, and/or odor-control devices;
- (3) Noise-control devices;
- (4) Type of engine for the pump equipment;
- (5) Height of the pump equipment during production;
- (6) Fire-control measures at the drill and pump site;

- (7) Fence or visual screening on the site of pump equipment and storage facilities;
- (8) Landscaping on the site of pump equipment and storage facilities;
- (9) Proof of contractual responsibilities of pump site and storage site maintenance;
- (10) Blowout prevention control;
- (11) Specific description of safety procedures required at the drill/pump site and the storage site;
- (12) Special handling/storage of sludge/waste from the drill site;
- (13) Special disposal of sludge/waste from the drill site;
- (14) Location of storage facilities;
- (15) Ingress/egress of vehicular traffic to the drill site and production site;
- (16) Specific precautions proposed to prevent contamination of the water aquifer at the drill site;
- (17) Specific proposal for source of water to be used during drilling operation;
- (18) Specific requirements for route and location of (buried or aboveground) flow lines between the wellhead and storage facilities; or
- (19) An emergency response plan establishing written procedures to minimize any hazard resulting from the drilling, completion, or producing of a well. Said plan shall use existing guidelines established by the RRC, the Texas Commission on Environmental Quality, the Texas Department of Transportation, the U.S. Department of Transportation, the Environmental Protection Agency, and/or the city fire code. This plan shall include a system of alarms to detect the loss of the well or any loss of containment integrity, access routes, and emergency contact information. A copy of the emergency response plan shall be kept on file with the city manager and on site. Said emergency response plan shall be updated annually.

(d) Each permit issued under this article shall:

- (1) By reference have incorporated therein all the provisions of this article with the same force and effect as if this article were copied verbatim in such permit;
- (2) Specify the well location with lot number, block number, name of addition or subdivision, or other available correct legal description;
- (3) Contain and specify that the term of such permit shall be for a period of one hundred eighty (180) days from the date of the permit and as long thereafter as the permittee is engaged in drilling operations with no cessations of such operations for more than ninety (90) days, or oil or gas is produced in commercial quantities from the well drilled pursuant to such permit. If at any time after discovery of oil or gas the production thereof in commercial quantities shall cease, the permit shall not expire if the permittee commences additional reworking operations within one hundred eighty (180) days thereafter, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced in commercial quantities from such well;
- (4) Contain and specify such conditions as are by this article authorized and such conditions that the city council may designate in accordance with this section; and
- (5) Specify the total measured depth and the true vertical depth to which the well may be drilled. The true vertical depth may not exceed the projected depth and may not exceed nine thousand six hundred eighty (9,680) feet. A greater depth shall require an additional permit and permit fee. The filing fee for the application shall be two thousand five hundred dollars (\$2,500.00), until such time as the city council adjusts the fee in accordance with the provisions of section 1.03.004 of this code.

(e) Such permit, in triplicate originals, shall be signed by the city manager, and prior to delivery to the permittee shall be signed by the permittee (with one original to be retained by the city manager, one filed with the city secretary, and one retained by the permittee); and when so signed shall constitute the permittee's drilling and operating license, and contractual obligation of the permittee to comply with the terms of such permit and the requirements of this article. The director of planning shall keep a map that designates the location of all permitted wells and production units and the number of the permit for each well and production unit.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed two hundred dollars (\$200.00) as provided by Section 1.01.004 of the City Code of Ordinances.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or work 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 this ____ day of November, 2016.


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

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



James Loomis, City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

~~Sec. 8.07.008 — Oil and gas advisory review committee~~

~~(a) — Official designation. There is hereby created and established a city oil and gas advisory committee to be officially designated as the “City of Lubbock Oil and Gas Advisory Review Committee,” hereinafter referred to as the “ARC.”~~

~~(b) — Composition; appointment and terms of members. The ARC shall be composed of nine (9) members, of which shall include one (1) petroleum engineer, one (1) member of the water advisory commission, one (1) oil and gas industry operator, one (1) member of the city board of health, and five (5) members appointed from the community at large. Each member of the committee shall be a resident citizen of the city. The city council shall appoint all members to the board, and the city council shall select and name the chairperson of the committee.~~

~~(c) — Ex-officio members. The city manager or designated representative shall be an ex-officio member of the ARC, without voting privileges, and shall act in an advisory capacity to the board.~~

~~(d) — Meetings. The ARC shall meet in accordance with the provisions of this article or at the request of the city council in order to:~~

~~(1) — Coordinate the review of an oil and gas well permit application to the city in accordance with the terms of this article; or~~

~~(2) — Conduct a thorough analysis of the current methods of exploration, development, and production of oil and gas within the city and make detailed recommendations to the city council of the necessary regulatory amendments to the current oil and gas ordinance and the permitting process in response to the analysis.~~

~~(e) — Quorum; voting. A quorum shall consist of at least fifty (50) percent of the nonvacant committee positions. A motion may be adopted only if it receives the votes of at least a majority of the members present at a properly called meeting where there is a quorum present.~~

~~(f) — Powers and duties. The ARC shall constitute an advisory board to the city council, with power to hold hearings in the city and to consider and make recommendations to the city council in writing, from time to time, on any and all matters pertaining to a permit application for oil and gas exploration, development, and production within the city limits of the city under this article. The role of this committee shall be to assist the city and the city council with the review of oil and gas well permit applications for: (1) technical compliance with this article; and (2) administrative completeness. The committee may also recommend additional conditions for the permit to the city council for approval. The committee shall be subject to the Texas Open Meetings Act and shall serve at the will of the city council. The committee shall not be classified as a department, agency, or political subdivision of the city.~~

~~(g) — Conflict of interest. A board member is subject to the provisions of chapter 171, Texas Local Government Code, relating to the regulation of conflicts of interest of officers of local governments.~~

~~(Ordinance 2015-00021 adopted 3/12/2015)~~

Sec. 8.07.034 Issuance or refusal to issue

(a) Upon receipt of the completed application, the city manager shall make a reasonable attempt within ten (10) working-business days to arrange a conference between the city staff and the applicant. The city manager shall instruct his representative, the city attorney, planning director, or their representatives, along with any others he so chooses, to meet in conference with the applicant to review the content of proposed staff comments related to the application. Each item to which the staff directs comment shall be presented to the applicant, and the application amended if the applicant so chooses. ~~Within two (2) working days after the above meeting, the city manager shall notify the applicant of the proposed ARC meeting date.~~

~~(b) Upon the completion of the meeting required in subsection (a), the planning department shall coordinate the review of the application with the ARC.~~

~~(c) The ARC meeting shall be conducted in the following manner:~~

~~(1) The operator (or pipeline operator, where applicable) shall present overview of the application.~~

~~(2) Staff shall present the staff report including applicable regulations.~~

~~(3) Following the presentations, time shall be allotted for citizen comments.~~

~~(d) No continuance shall be allowed unless in writing. If a continuance is requested, new revisions must be submitted within two (2) weeks of the initial ARC hearing date. Notices to neighborhood associations and property owners as outlined in subsection (a) above, shall be resent with revised information.~~

~~(e)(b)~~ The ARC-city manager shall submit a written report to the city council on all permit applications under this article. The report shall include the staff ~~and citizen~~ concerns and any unresolved issues. The ARC-city manager shall submit a recommendation to the city council on all permit applications, including any additional permit conditions as determined necessary by the ARC-city staff. The results and recommendations of the ARC-city manager shall be sent to the applicant within ~~two (2) weekst~~ten (10) business days following the ARC-meeting ~~with city staff~~.

~~(f)(c)~~ The city council shall hold a public hearing on all applications for permits to drill oil or gas wells. Written notice of all such hearings shall be sent by the city manager, at the applicant's expense, on forms prepared by the city attorney's office to the applicant and all other persons deemed by the oil and gas inspector to be affected thereby, and all owners of real property lying within six hundred (600) feet of the proposed location of the oil or gas well and the storage facility. Such notice is to be given not less than ten (10) business days before the date set for hearing to all such owners who have rendered their said property for city taxes as the ownership appears on the last approved city tax roll. Such notice may be served by depositing the same properly addressed and postage paid, in the city post office. Notice shall also be given by publishing the same in a

newspaper of general circulation in the city at least fifteen (15) business days prior to the date set for hearing, which notice shall state the time and place of such hearing; provided, however, all provisions contained herein with respect to the mailing and publishing of notices of hearing shall be deemed sufficient upon substantial compliance with this section. The city council may approve a permit for the drilling and operation of the well described in the application. The city council may designate such additional conditions concerning installation, operation, and maintenance of the proposed well site and/or storage facility, including but not limited to the following:

- (1) Alternate location of the well due to adjacent land uses;
- (2) Air-pollution control devices, air-pollution monitoring devices, and/or odor-control devices;
- (3) Noise-control devices;
- (4) Type of engine for the pump equipment;
- (5) Height of the pump equipment during production;
- (6) Fire-control measures at the drill and pump site;
- (7) Fence or visual screening on the site of pump equipment and storage facilities;
- (8) Landscaping on the site of pump equipment and storage facilities;
- (9) Proof of contractual responsibilities of pump site and storage site maintenance;
- (10) Blowout prevention control;
- (11) Specific description of safety procedures required at the drill/pump site and the storage site;
- (12) Special handling/storage of sludge/waste from the drill site;
- (13) Special disposal of sludge/waste from the drill site;
- (14) Location of storage facilities;
- (15) Ingress/egress of vehicular traffic to the drill site and production site;
- (16) Specific precautions proposed to prevent contamination of the water aquifer at the drill site;
- (17) Specific proposal for source of water to be used during drilling operation;

(18) Specific requirements for route and location of (buried or aboveground) flow lines between the wellhead and storage facilities; or

(19) An emergency response plan establishing written procedures to minimize any hazard resulting from the drilling, completion, or producing of a well. Said plan shall use existing guidelines established by the RRC, the Texas Commission on Environmental Quality, the Texas Department of Transportation, the U.S. Department of Transportation, the Environmental Protection Agency, and/or the city fire code. This plan shall include a system of alarms to detect the loss of the well or any loss of containment integrity, access routes, and emergency contact information. A copy of the emergency response plan shall be kept on file with the city manager and on site. Said emergency response plan shall be updated annually.

~~(g)~~(d) Each permit issued under this article shall:

(1) By reference have incorporated therein all the provisions of this article with the same force and effect as if this article were copied verbatim in such permit;

(2) Specify the well location with lot number, block number, name of addition or subdivision, or other available correct legal description;

(3) Contain and specify that the term of such permit shall be for a period of one hundred eighty (180) days from the date of the permit and as long thereafter as the permittee is engaged in drilling operations with no cessations of such operations for more than ninety (90) days, or oil or gas is produced in commercial quantities from the well drilled pursuant to such permit. If at any time after discovery of oil or gas the production thereof in commercial quantities shall cease, the permit shall not expire if the permittee commences additional reworking operations within one hundred eighty (180) days thereafter, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced in commercial quantities from such well;

(4) Contain and specify such conditions as are by this article authorized and such conditions that the city council may designate in accordance with this section; and

(5) Specify the total measured depth and the true vertical depth to which the well may be drilled. The true vertical depth may not exceed ~~ing~~ the projected depth and may not exceed nine thousand six hundred eighty (9,680) feet. A greater depth shall require an additional permit and permit fee. The filing fee for the application shall be two thousand five hundred dollars (\$2,500.00), until such time as the city council adjusts the fee in accordance with the provisions of [section 1.03.004](#) of this code.

~~(h)~~(e) Such permit, in triplicate originals, shall be signed by the city manager, and prior to delivery to the permittee shall be signed by the permittee (with one original to be retained by the city manager, one filed with the city secretary, and one retained by the permittee); and when so signed shall constitute the permittee's drilling and operating license, and contractual obligation of the permittee to comply with the terms of such permit and the requirements of this article. The

director of planning shall keep a map that designates the location of all permitted wells and production units and the number of the permit for each well and production unit.

(1983 Code, sec. 14-144; Ordinance 8327, sec. 2 (19A-6), adopted 5/28/1982; Ordinance 8632, sec. 3, adopted 7/12/1984; Ordinance 2015-O0021 adopted 3/12/2015)

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed two hundred dollars (\$200.00) as provided by Section 1.01.004 of the City Code of Ordinances.

SECTION ~~34~~. THAT should any paragraph, sentence, clause, phrase or work of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION ~~4~~ 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.



Regular City Council Meeting

6. 15.

Meeting Date: 11/17/2016

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute a Community Development Funding Contract and all related documents with Guadalupe-Parkway Neighborhood Centers, Inc.(GPNC), to provide facility renovations to the Parkway Center.

Item Summary

Community Development and Services Board (CDSB) held a public hearing on April 13, 2016, to discuss and vote on the reallocation of FY 2015-16 unspent federal funds from the Community Development Block Grant. The board recommended reallocating funds in the amount of \$300,000 to GPNC, for facility renovations at the Parkway Center, located at 405 N. Martin Luther King Boulevard. The funds will be used to make upgrades that will enhance safety and security measures at the center, and will also enhance the educational experience for participating children. The U.S. Department of Housing and Urban Development (HUD) administers Community Development Block Grant funds. The original contract expired September 30, 2016.

Fiscal Impact

None

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution

Contract

RESOLUTION

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

THAT the City Council hereby adopts the recommendation of the Community Development Services Board (CDSB), from the CDSB's public meeting on April 13, 2016, to reallocate unspent FY 2015-16 Community Development Block Grant funds to provide financial assistance to Guadalupe-Parkway Neighborhood Centers, Inc. for community development projects in the City of Lubbock.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Justin Pruitt, Assistant City Attorney

STATE OF TEXAS §
COUNTY OF LUBBOCK §

**COMMUNITY DEVELOPMENT FUNDING AGREEMENT
BETWEEN THE CITY OF LUBBOCK AND GUADALUPE-PARKWAY
NEIGHBORHOOD CENTERS, INC.**

THIS AGREEMENT, entered this 1st day of October 2016 by and between the City of Lubbock, a Texas municipal corporation (the "City"), and Guadalupe-Parkway Neighborhood Centers, Inc., a Texas non-profit corporation (the "Grantee").

WHEREAS, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the City wishes to engage the Grantee to assist the Grantee in utilizing such funds; and

WHEREAS, the City is obligated to do and perform certain services in its undertaking of a Community Development Block Grant Program pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the Grantee operates a non-profit organization offering housing and services to low and moderate-income individuals and families; and

WHEREAS, the services provided by the Grantee benefit citizens of the City of Lubbock and constitute a valuable public service; and

WHEREAS, the City Council of the City of Lubbock has declared programs of the Grantee to be a public purpose and the provision of these services to be a predominate purpose of this transaction; and

WHEREAS, the Grantee and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.201; and

WHEREAS, the accomplishment of the above public purpose is the predominant purpose of this transaction, continuing supervision by the City together with statutory and contractual requirements provide sufficient assurance that this public purpose will be accomplished; and an audit provides sufficient protection of the handling of public money; and

WHEREAS, the City Council has found that the Grantee has the special expertise, knowledge and experience necessary for the **Guadalupe-Parkway Learning Garden Project** and that the City will receive adequate consideration in the form of substantial public benefit; and

WHEREAS, the City desires to contract with the Grantee to make available funds for the **Guadalupe-Parkway Learning Garden Project** being undertaken by Grantee.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Grantee will be responsible for administering a Community Development Block Grant Learning Garden Project in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the activities eligible under the Community Development Block Grant Program.

The Learning Garden Project (the "Project") will install a covered parking and walkway area, and outdoor learning garden.

B. National Objectives

The Grantee certifies that the project will meet the Community Development Block Grant Program's National Objective of benefiting low/moderate income persons, as defined in 24 CFR Part 570.208.

C. City Responsibilities

1. City agrees to provide Grantee assistance from Department of Housing and Urban Development funds in an amount not to exceed **\$300,000** in return for Grantee performing the activities set forth in this Agreement as consideration for said funds.
2. It is expressly understood and agreed by the parties hereto that City's responsibilities are contingent upon the actual receipt of adequate federal funds to meet City's liabilities under this Agreement. If adequate funds are not available to make payments under this Agreement, City shall notify Grantee in writing within a reasonable time after such fact is determined and the City shall terminate this Agreement and will not be liable for failure to make payments to Grantee under this Agreement.
3. City shall not be liable to Grantee for any costs incurred by Grantee, or any portions thereof, which have been paid to Grantee or which are subject to payment to Grantee, or which have been reimbursed to Grantee or which are subject to reimbursement to Grantee by any source other than City or Grantee.
4. City shall not be liable to Grantee for any costs incurred by Grantee which are not allowable costs, as set forth in 24 CFR §570.207.
5. City shall not be liable to Grantee for any costs incurred by Grantee or for any performances rendered by Grantee which are not strictly in accordance with the terms of this Agreement.
6. City shall not be liable to Grantee for any costs incurred by Grantee in the performance of this Agreement which have not been billed to City by Grantee within ninety (90) days.
7. City shall not be liable for costs incurred or performances rendered by Grantee before commencement of this Agreement or after termination of this Agreement.

D. Grantee's Responsibilities

1. Grantee shall perform all activities in accordance with its budget, under all applicable laws and regulations, and with the assurance, certifications, and all other terms, provisions, and requirements set forth in this Agreement.
2. Grantee shall submit to City such reports on the operation and performance of this Agreement during its program activity timeframe, as required by the City.
3. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the parties hereto that if Grantee fails to submit to City in a timely and satisfactory manner any report required by this Agreement, City may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Grantee hereunder. If City withholds such payments, it shall notify Grantee in writing of its decision and the reasons therefor. Payments withheld pursuant to this paragraph may be held by City until such time as the delinquent obligations for which funds are withheld are fulfilled by Grantee.
4. Grantee shall refund to City any sum of money which has been paid to Grantee by City which City determines has resulted in overpayment to Grantee, or which City determines has not been spent by Grantee strictly in accordance with the terms of this Agreement. Such refund shall be made by Grantee to City within thirty (30) working days after such refund is requested by City; provided however, that any request for refund by the City shall be made within 90 days of the City learning of facts giving rise to the request for refund, but in no event more than 180 days from when the City has made such payment to Grantee.
5. Grantee agrees to comply with applicable uniform administrative requirements, as described in 24 CFR 570.502.
6. Grantee agrees to comply with Housing and Urban Development (HUD) Outcome Performance Measurement requirements and reporting.
7. Grantee agrees to carry out the activities under this Agreement in compliance with all Federal laws and regulations described in 24 CFR Chapter 570 subpart K except grantee does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR part 52.

E. Levels of Accomplishment/ Timeline

In addition to the normal administrative services required as part of this Agreement, the Grantee agrees to utilize all funds no later than July 31, 2017.

F. Staffing

Project Staff includes: Dela Esqueda, CEO and Jasmine Salazar, Administrative Assistant

G. Performance Monitoring

The City will monitor the performance of the Grantee for compliance with goals and requirements as required or as it deems necessary in accordance with the regulations. Desk monitoring will take place on a monthly basis during grantees program activity timeframe. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by the City in writing, Agreement suspension or termination procedures will be initiated.

Monitoring timeline will be as follows:

- Notification letter sent to Grantee at least 15 days before monitoring visit.
- Monitoring letter sent to Grantee identifying concerns and findings if any within thirty (30) days of monitoring visit.
- Grantee must provide a written response within thirty (30) days to the monitoring letter that describes how the Grantee will resolve any issues. If no deficiencies were noted Grantee must confirm receipt of report within thirty (30) days of the date of the letter.

II. TIME OF PERFORMANCE

Services of the Grantee shall start on the 1st day of October 2016, and terminate on the 1st day of July 2017. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Grantee remains in control of CDBG funds or other assets, including program income.

III. BUDGET

Line Item:	Amount:
Repair of roof /existing canopy & addition to existing canopy and	
Construction of an outdoor learning garden	\$214,000
Pre - Construction and Professional fees	\$86,000
TOTAL:	\$300,000

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the City may require a more detailed budget breakdown than the one contained herein, and the Grantee shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any changes to this budget must be approved in writing by the City.

IV. PAYMENT

All payments to Grantee shall be on a monthly reimbursement basis. The Grantee will have incurred the expense or paid for the expense and submit detailed source documentation to the City when requesting payment.

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **\$300,000**. Drawdowns for the payment of eligible expenses shall be

made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payment request must be submitted with back-up documentation such as time sheets, paycheck stubs, receipts, invoices, billing statements or other verification in support of all expenditures incurred and charged to the Grantee.

Payments may be contingent upon certification of the Grantee's financial management system in accordance with the standards specified in 24 CFR 84.

V. NOTICES

Communication and details concerning this contract shall be directed to the following Agreement representatives:

City
Karen Murfee
CD Director
City of Lubbock
P. O. Box 2000
Lubbock, TX 79457

Grantee
Dela Esqueda
Chief Executive Officer
Guadalupe-Parkway Neighborhood Centers, Inc.
405 N. Martin Luther King Jr. Blvd.
Lubbock, TX 79403

VII. GENERAL CONDITIONS

A. General Compliance

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation insurance as the Grantee is an independent contractor.

C. Indemnity and Release

Grantee shall indemnify and hold harmless, to the fullest extent permitted by law, the City, and City's respective officers, employees, elected officials and agents, from and against any and all losses, damages, claims or liabilities, of any kind or nature, which arise directly or indirectly, or are related to, in any way, manner or form, the activities contemplated hereunder.

Grantee shall pay to the City, the City's respective officers, employees, elected officials and/or agents, as applicable, all attorneys' fees incurred by such parties in enforcing Grantee's indemnity in this section.

The City, and its respective officers, employees, elected officials and agents shall not be liable for, and Grantee hereby releases the City, and its respective officers, employees, elected officials and agents from, any losses, damages, claims or liabilities to Grantee.

The indemnity and release provided herein shall survive the termination or voidance of this Agreement.

D. Right to Exercise

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

E. Workers' Compensation

The Grantee shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this Agreement, and shall require all contractors, subcontractors and/or non-employees of the Grantee who work on the project to provide their workers with workers compensation insurance.

F. Insurance and Bonding

The Grantee shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City.

The Grantee shall comply with the bonding and insurance requirements of 24 CFR Parts 84 and 85, Bonding and Insurance.

G. Grantor Recognition

The Grantee shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

H. Amendments

The City or Grantee may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and approved by the City's governing body. Unless expressly agreed by the parties in such written amendments, such amendments shall not invalidate this Agreement nor relieve or release the City or Grantee from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, or any other material modification that would have a material financial impact on the Grantee, such modifications will be incorporated only by written amendment signed by both City and Grantee.

I. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph I.A. above may only be undertaken with the prior approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Grantee under this Agreement shall, at the option of the City, become the property of the City, and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The City may also suspend or terminate this Agreement, in whole or in part, if the Grantee fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Grantee ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Grantee is in noncompliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Grantee is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

The City or Grantee may also terminate this Agreement in the event of an emergency or disaster, whether an act of God, natural or manmade, by giving twenty-four (24) hour notice. The City or Grantee may give said notice verbally to the other party. Any expenditure incurred prior to receiving notice will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by Grantee.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Grantee agrees to comply with 24 CFR 84 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Grantee shall administer its program in conformance with 24 CFR Part 84 and 85, "Cost Principles for Non-Profit Organizations". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be maintained

The Grantee shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meet the National Objective of the CDBG program of benefiting low/moderate income persons;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and 24 CFR 84; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Grantee shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other

basis for determining eligibility, and description of service provided. Such information, solely as it relates to the project being funded hereunder, shall be made available to City monitors or their designees for review upon request.

4. Disclosure

The Grantee understands that client information collected under this Agreement is private, and the use or disclosure of such information, when not directly connected with the administration of the City's or Grantee's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

5. Property Records

With respect to the Infrastructure Project being contemplated by this Agreement, the Grantee shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503(b) (8), as applicable.

6. Close-Outs

The Grantee's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), final close-out reports and determining the custodianship of records.

7. Audits & Inspections

All Grantee records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after receipt by the Grantee. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Grantee hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Grantee audits and, as applicable, 24 CFR Parts 84 and 85.

Grantees meeting the 24 CFR Parts 84 and 85 requirements must submit their audits to the audit clearing house within nine (9) months after the entities fiscal year end date.

C. Reporting and Payment Procedures

1. Payment Procedures

The City will pay to the Grantee funds available under this Agreement based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Grantee accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Grantee.

2. Performance Reports

Grantee shall submit to City a Performance, Financial Report, and narrative information monthly or during their program activity time frame as requested by the City, in a format prescribed by the City and shall include the amount of funds expended for each of the eligible activities. Grantee shall submit the reports monthly no later than the 20th of each month.

The September financial and narrative reports must be submitted by September 30. The performance report will remain due by the 20th of the following month. Reporting will continue from the start of program activity till the end of the program year. End of year reports are required.

D. Procurement

1. Compliance

The Grantee shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets purchased with such funds (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement; provided however, that such assets that revert to the City shall not include the actual infrastructure and/or real estate that is being improved by the funds made available under this Agreement, the same shall belong to Grantee (unless Grantee specifically dedicates and/or deeds certain portions of the streets, alleys and other utility easements to the City under standard real estate development practices).

2. CFR Standards

The Grantee shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84, Procurement Standards, and shall subsequently follow Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.

3. Travel

The Grantee shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Grantee agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104(d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies. (The City may preempt the optional policies.) The Grantee shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Grantee also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Grantee agrees to comply and to require all subcontractors to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Grantee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Grantee will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon,

providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Grantee, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Grantee agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally-assisted program. The City shall provide the Grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

5. Reports

The Grantee shall maintain a report that documents the race/ethnicity of its employees. The Grantee shall provide the City a copy with said report upon execution of this Agreement.

6. Policies

The Grantee shall maintain current copies of its fair housing and equal opportunity policies. The Grantee shall provide a copy of said policies to the City immediately upon request.

B. Affirmative Action

1. Approved Plan

The Grantee agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. Grantees receiving federal funds through the City are required to develop a written affirmative action program to insure that equal opportunity is provided in all aspects of their employment.

2. W/MBE

The Grantee will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Grantee shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes

of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Grantee will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Grantee's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Grantee will, in all solicitations or advertisements for employees placed by, or on behalf of, the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Grantee will include the provisions of Paragraphs X. A., Civil Rights, and X. B., Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; and lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Grantee shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. The Grantee agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Grantee of its

obligation, if any, to require payment of the higher wage. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the City, the Grantee and any of the Grantee's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Grantee and any of the Grantee's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Grantee certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Grantee further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 (of the Housing and Urban Development Act of 1968), as amended, 12 U.S.C. 1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Grantee further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Grantee certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Grantee agrees to send to each labor organization or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Grantee will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Grantee will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Grantee from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a. Approvals

The Grantee shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such Agreement.

b. Monitoring

The Grantee will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Grantee shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Grantee shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all

subcontracts shall be forwarded to the City along with documentation concerning the selection process.

e. Suspension / Disbarment

The Grantee shall not enter into any subcontracts with an agency, business or individual that has been suspended, disbarred or otherwise excluded from federal grants. The Grantee shall maintain records demonstrating that it has reviewed potential subcontractors against the debarred and excluded list prior to committing any grant funds to a subcontract.

3. Hatch Act

The Grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Grantee shall maintain written codes of conduct that govern the performance of its employees engaged in the award and administration of contracts. Said codes of conduct shall be in compliance with 24 CFR 84.42.

Further, Grantee covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Grantee further covenants that, in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the Grantee hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Grantee hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, it

will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly; and

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

6. Copyright

If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Grantee agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Grantee agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act, 42 U.S.C., 7401, et seq.; Federal Water Pollution Control Act, as amended; 33 U.S.C. 1251, et seq., as amended; 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder; and, Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Grantee shall assure that, for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35 and will comply with all applicable requirements.

D. Asbestos

City agrees to comply with the Texas Asbestos Health Protection Act set forth at Article 4477-3a Section 12 of the Texas Civil Statutes and the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61.

E. Historic Preservation

The Grantee agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

The Parties hereby execute this Agreement on _____ 2016.

CITY OF LUBBOCK

**GUADALUPE-PARKWAY
NEIGHBORHOOD
CENTERS, INC..**

DANIEL M. POPE, Mayor

Brad Croom, Board Chair

ATTEST:

Rebecca Garza, City Secretary

Dela Esqueda, CEO/Director

APPROVED AS TO CONTENT:

Karen Murfee, Community Development Director

APPROVED AS TO FORM:

Justin Pruitt, Assistant City Attorney



Regular City Council Meeting

6. 16.

Meeting Date: 11/17/2016

Information

Agenda Item

Resolution - Community Development: Consider a resolution granting the waiver of Payment in Lieu of Taxes (PILOT) for FY 2015 for the Lubbock Housing Authority (LHA).

Item Summary

In April 2003, the City Council amended the Cooperation Agreement dated August 24, 1995, between LHA and the City of Lubbock (COL), concerning PILOT. The amendment allows the City Council to reconsider the request annually to waive the PILOT. Approval is based on the previous year's use of the waived taxes to ensure the funds were used towards affordable housing projects, and a review of the use of funds is conducted each year. The U.S. Department of Housing and Urban Development (HUD) requires the City to approve a waiver of the PILOT on an annual basis.

For the time period beginning October 1, 2014, and ending September 30, 2015, net rental revenue collected by LHA was \$457,039.00. The PILOT is equivalent to 10 percent of rent, in this case \$45,703.90. The amounts retained by LHA will be used to enhance the properties of the housing authority. The amount to be waived is \$45,703.90.

Fiscal Impact

As a result of waiving the PILOT, \$45,703.90 will not be added as revenue to the General Fund.

Staff/Board Recommending

Bill Howerton, Jr., Assistant City Manager

Attachments

PILOT Reso

LHA Backup

RESOLUTION

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

THAT the City Council of the City of Lubbock hereby adopts the recommendation of the Lubbock Housing Authority of the City of Lubbock (LHA) to waive the Payment in Lieu of Taxes (PILOT) for FY 2015. Said LHA PILOT Waiver Recommendation is attached hereto and incorporated into this resolution as if fully set forth herein and shall be included in the minutes of the City Council.


Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

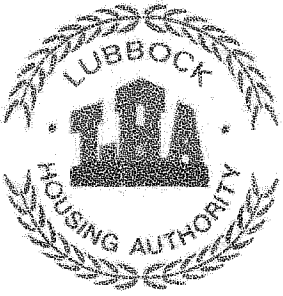


Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Justin Pruitt, Assistant City Attorney



HOUSING AUTHORITY OF THE CITY OF LUBBOCK

P.O. BOX 2568 LUBBOCK, TEXAS 79401 MAIN OFFICE 806•762•1191 FAX 762•0836

October 26, 2016

Bill Howerton
Assistant City Manager
City of Lubbock
PO Box 2000
Lubbock, TX 79457

Re: PILOT

Bill,

Historically, the Lubbock Housing Authority has requested that the City of Lubbock waive the Payment in Lieu of Taxes (PILOT) calculated based on our rental income. Some years ago, the City Council requested documentation of the Housing Authority's capital improvement expenditures to show that the Lubbock Housing Authority was actively maintaining Lubbock's Public Housing units. Our PILOT documentation, form HUD-52267 is attached and the numbers are from our FY 2015 audit for the year ending on September 30, 2015.

The Lubbock Housing Authority (LHA) receives a formula grant on an annual basis for capital improvements. This grant is referred to as the Capital Fund Program or CFP. This grant amount varies from year to year depending on HUD's budget.

Total Capital Improvement Grant spending for LHA's Public Housing in the past year has been \$502,382.

Once again, the Housing Authority of the City of Lubbock would request that the City Council waive our payment of the PILOT.

Sincerely,

Mike Chapman
Executive Director

Computation of Payments in Lieu of Taxes

U.S. Department of Housing and Urban Development Office of Public and Indian Housing

For Fiscal Year Ended 2015

OMB Approval No. 2577-0026 (Exp. 10/31/2009)

Public reporting burden for the collection of information is estimated to average .4 hours. This includes the time for collecting, reviewing, and reporting the data. The information will be used for HUD to ascertain compliance with requirements of Section 6(D) of the U.S. Housing Act, which provides for PHA exemptions from real and personal property taxes, and inclusion in the formula data used to determine public housing operating subsidies. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid GMB control number.

Name of Local Agency: Lubbock Housing Authority	Location: Lubbock, TX	Contract Number: N/A	Project Number: All
---	---------------------------------	--------------------------------	-------------------------------

Part I - Computation of Shelter Rent Charged.

1. Tenant Rental Revenue (FDS Line 703)	\$	575,554.00
2. Tenant Revenue Other (FDS Line 704)		47,264.00
3. Total Rental Charged (Lines 1 & 2)		\$ 622,818.00
4. Utilities Expense (FDS Line 931 - 939)		127,802.00
5. Shelter Rent Charged (Line 3 minus Line 4)		495,016.00

Part II - Computation of Shelter Rent Collected. To be completed only if Cooperation Agreement provides for payment of PILOT on basis of Shelter Rent Collected.)

1. Shelter Rent Charged (Line 5 of Part I, above)	\$	495,016.00
2. Add: Accounts Receivable - Tenants (FDS Lines 126, 126.1, & 126.2) at beginning of fiscal year		19,671.00
3. Less: Tenant Bad Debt Expense (FDS Line 964)		25,812.00
4. Less: Accounts Receivable - Tenants (FDS Lines 126, 126.1, & 126.2) at end of fiscal year		31,836.00
5. Shelter Rent Collected (Line 1 plus Line 2 minus Lines 3 & 4)		457,039.00

Part III - Computation of Approximate Full Real Property Taxes.

(1) Taxing Districts	(2) Assessable Value	(3) Tax Rate	(4) Approximate Full Real Property Taxes
Total			0.00

Part IV - Limitation Based on Annual Contribution. (To be completed if Cooperation Agreement limits PILOT to an amount by which real property taxes exceed 20% of annual contribution.)

1. Approximate full real property taxes	\$	0.00
2. Accruing annual contribution for all projects under the contract		\$
3. Prorata share of accruing annual contribution*		0.00
4. 20% of accruing annual contribution (20% of Line 3)		0.00
5. Approximate full real property taxes less 20% of accruing annual contribution (Line 1 minus Line 4, if Line 4 exceeds Line 1, enter zero)		\$

Part V - Payments in Lieu of Taxes.

1. 10% of shelter rent (10% of Line 6 of Part I or 10% of Line 5 of Part II, whichever is applicable)**	\$	45,703.90
2. Payments in Lieu of Taxes (If Part IV is not applicable, enter the amount shown on Line 1, above, or the total in Part III, whichever is the lower. If Part IV is applicable, enter the amount shown on Line 1, above, or the amount shown on Line 5 of Part IV, whichever is lower.)		\$

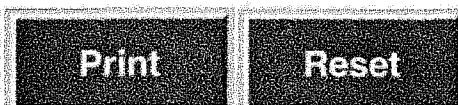
* Same as Line 2 if the statement includes all projects under the Annual Contributions Contract. If this statement does not include all projects under the Annual Contributions Contract, enter prorata share based upon the development cost of each project.
 ** If the percentage specified in the Cooperation Agreement or the Annual Contributions Contract with HUD is lower, such lower percentage shall be used.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Previous Editions are Obsolete

Page 1 of 1

form HUD-52267 (8/2005)





Regular City Council Meeting

6. 17.

Meeting Date: 11/17/2016

Information

Agenda Item

Resolution - Transit: Consider a resolution authorizing the Mayor, or his designee, to execute a Transportation Development Credit Agreement, with the Texas Department of Transportation (TxDOT) for TxDOT Project # TDC 1701 (05), for the purchase of twelve (12) paratransit vans.

Item Summary

TxDOT is allocating 204,378 Transportation Development Credits (TDC's) to the City of Lubbock/Citibus to be used as local match for the FY 14, FY 15, and FY 16 Federal Section 5339 Bus and Bus Facilities Grant. The Transportation Development Credits are awarded at the discretion of the Texas Transportation Commission, and are awarded to various public transportation agencies to assist with the match of Federal funds for capital projects. Due to the use of TDC's the FY 14, 15, and 16 Section 5339 Bus and Bus Facilities grant will not require a local match by the City of Lubbock. The agreement becomes effective when fully executed by both parties, and shall remain in effect until December 31, 2017. TxDOT requires all grants to be executed electronically.

Fiscal Impact

Transportation Development Credits will be used as local match for a Federal grant. Acceptance of this agreement will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - TDC 1701 05

TDC Agreement 1701 05

RESOLUTION

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

THAT the City Manager of the City of Lubbock, or his designee, is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Transportation Development Credits Agreement for the provision of State funding credits for TxDOT Project No. TDC 1701(05), by and between the City of Lubbock on behalf of Citibus, and the Texas Department of Transportation, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Justin Pruitt, Assistant City Attorney

AGREEMENT: PUBLIC TRANSPORTATION - TRANSPORTATION DEVELOPMENT CREDITS (TDC)
SUBRECIPIENT: Lubbock, City of
TXDOT PROJECT #: TDC 1701 (05)
NOT RESEARCH AND DEVELOPMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

**TRANSPORTATION DEVELOPMENT CREDITS (TDC)
AGREEMENT**

THIS TDC AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State" and Lubbock, City of, called the "Transit Provider".

WITNESSETH

WHEREAS, on May 9, 1995, FTA published notice in the Federal Register describing innovative financing techniques that could be utilized to enhance the effectiveness of capital investment programs; and,

WHEREAS, Title 23 U.S.C. §120(j) permits states to use certain toll revenue expenditures generated and used by public, quasi-public and private agencies, to build, improve or maintain highways, bridges, or tunnels that serve the public purpose of interstate commerce, provided that the agencies have built, improved or maintained those facilities without federal funds, as credit toward the non-federal matching share of programs authorized by Title 23 (except for the Federal Highway Administration's emergency relief program funds) and for transit programs authorized by Chapter 53 of Title 49; and,

WHEREAS, Texas Transportation Code Chapter 455 authorizes the State to assist agencies in procuring aid for the purpose of establishing and maintaining public and mass transportation projects as defined under Texas Transportation Code Chapter 456; and,

WHEREAS, the Texas Transportation Commission approved Minute Order Number 114340 authorizing the Transit Provider to use TDC towards the non-federal matching share of public transportation projects, allowing these credits to be all or part of the required percent of local matching funds;

NOW THEREFORE, the State and Transit Provider agree as follows:

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This TDC Agreement becomes effective when fully executed by both parties or on 10/17/2016, whichever is later. This TDC Agreement shall remain in effect until 12/31/2017, unless terminated or otherwise modified in an Amendment. Any cost incurred before or after the contract period shall be ineligible to be reimbursed with TDC.

ARTICLE 2. PROJECT DESCRIPTION

A. The Transit Provider shall complete the public transportation project described in Attachment A - Approved Project Description. Attachments A is attached to and made a part of this agreement. The Transit Provider shall complete the project in accordance with all applicable federal and state laws

and regulations.

- B. If applicable, the Transit Provider shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this grant agreement for the purchase of the approved line items referenced in Attachment A. No later than sixty (60) days after the issuance of public notification, the Transit Provider shall publicly open all bids or privately review proposals. The Transit Provider shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Transit Provider shall notify the department in writing when it is necessary to exceed these deadlines.

ARTICLE 3. COMPENSATION

The maximum TDC amount available under this Agreement without modification is 204,378 Transportation Development Credits, provided that expenditures are made in accordance with the amounts and for the purposes authorized in Attachment A.

Invoices are to be submitted electronically through the eGrants system.

ARTICLE 4. AMENDMENTS

Changes in the scope, objectives, cost, or duration of the project authorized in this agreement shall be enacted by written amendment approved by the parties before additional work may be performed or additional costs incurred. Any amendment must be executed by both parties within the grant period specified in the above Article 1, Grant Time Period.

ARTICLE 5. SUCCESSORS AND ASSIGNS

The Transit Provider binds themselves, their successors, assigns, executors and administrators in respect to all covenants of this agreement. The Transit Provider shall not sign, sublet, or transfer their interest in this agreement without the written consent of the State.

ARTICLE 6. SIGNATORY WARRANTY

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Transit Provider in duplicate.

THE TRANSIT PROVIDER

Signature

Title

Date

THE STATE OF TEXAS

Signature

Public Transportation Coordinator

Title

Date

List of Attachments

A – Approved Project Description

ATTACHMENT A
APPROVED PROJECT DESCRIPTION

City of Lubbock received Section 5339 Bus and Bus Facilities grant funds. The TDC award will be used as soft match at an 80/20 ratio for the Federal Award Amount of \$1,021,736 distributed by FTA to purchase 8 paratransit vans and 1 supervisor van. The federal funds were awarded under grant number TX-2016-042.



Regular City Council Meeting

6. 18.

Meeting Date: 11/17/2016

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order Contract 31030080 with Houston Freightliner, Inc., of Houston, Texas, Houston Galveston Area Council Contract HT06-14 for a vac-con truck for the Water Reclamation Department.

Item Summary

The \$337,256 purchase order contract with Houston Freightliner, Inc., of Houston, Texas is for the purchase of a 2016 Freightliner with a VaCon 9 CU YD Combo Unit for the Wastewater Collection Department. This purchase is made off of a cooperative Houston Galveston Area Council contract HT06-14

Fiscal Impact

This vehicle is approved in the FY 2015-16 Vehicle Debt Financing Program.

Staff/Board Recommending

Scoot Snider, Assistant City Manager
Wood Franklin, P.E., Director of Public Works

Attachments

Reso PO for Vac Con

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. 31030080 for the purchase of Vac Con Truck, by and between the City of Lubbock and Houston Freightliner, Inc., of Houston, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

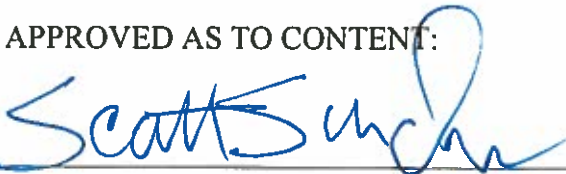
Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney



PURCHASE ORDER

Page - 1

Date - 11/03/2016

Order Number 31030080 000 OP

Branch/Plant 3526

TO:

HOUSTON FREIGHTLINER, INC.
9550 NORTH LOOP EAST
HOUSTON Texas 77029

SHIP TO:

CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK Texas 79404INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY:


Maria Alvarez, Director of Purchasing & Contract Management

Ordered	11/03/2016	Freight	
Requested	03/31/2017	Taken By	S SUMMERS
Delivery	PER D GAMBOA REQ #48772	HGAC CONTRACT	HT06-14

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Vac Con ML 15-16 Truck	1.000	336,675.0000	EA	336,675.00	03/31/2017

Cost Center 6413

Total Order

Terms NET DUE ON RECEIPT

336,675.00

This purchase order encumbers funds in the amount of \$336,675.00 awarded Houston Freightliner, Inc. of Houston, TX on November 17, 2016. The following is incorporated into and made part of this purchase order by reference HGAC contract HT06-14 dated October 20, 2016 Houston Freightliner, Inc. of Houston, TX Resolution # _____

CITY OF LUBBOCK

ATTEST:

Daniel M. Pope, Mayor

Rebecca Garza, City Secretary

**CONTRACT PRICING WORKSHEET**
For MOTOR VEHICLES OnlyContract
No.:

HT06-14

Date
Prepared:

10/20/2016

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Lubbock	Contractor:	Houston Freightliner, Inc
Contact Person:	David Gamboa	Prepared By:	Michael McCarthy
Phone:		Phone:	713-580-8122
Fax:		Fax:	713-676-1603
Email:		Email:	Mike.McCarthy@STRHouston.com

Product Code:	D1	Description:	2016 Freightliner 114SD
---------------	----	--------------	-------------------------

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 84267

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Cummins ISL 370 HP	-3591	Air Conditioner	850
Allison 3000 RDS Transmission	7306	Air Cab Mounts	118
20000 LB Front Axle	2483	Air Ride/Driver Seat	175
20,000 Front Suspension	1085	AM/FM Radio	230
100 Gallon LH Fuel Tank	375		
252" Wheelbase	1028	VacCon 9 CU YD Combination Unit	244056
7/16x3.5x11 1/8 Frame	760		
1/4" Frame Liner	1058		
RH Outboard Under Step Exhaust with Vertical Stack	629		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	256562

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Discount for Single Rear Axle	-5036		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	-5036

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: -1%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	335793	=	Subtotal D:	335793
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 1500

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Discount	-618		
		Subtotal F:	-618

Delivery Date: **G. Total Purchase Price (D+E+F):** 336675



Regular City Council Meeting

6. 19.

Meeting Date: 11/17/2016

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order Contract 33000794 with Dell Marketing LP, for the purchase of a storage area network (SAN) for additional storage capacity for disaster recovery.

Item Summary

The purchase of the SAN and Licenses are necessary for the additional storage capacity for Disaster Recovery to support the growing City of Lubbock network. The purchase of the Compellent SC9000 will enhance storage performance and reliability, and is expandable with the Compellent products and enclosures.

The purchase is being made through the City of Lubbock Equipment Debt Financing Program.

The purchase of the Data Center hardware for the SAN upgrade is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-SDD-1951. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software, and other Information Technology products through the DIR program. Pursuant to the Texas Government Code Chapter 791.025, purchases from DIR contracts meet competitive bid requirements.

Fiscal Impact

The purchase price of \$206,486.66 for the SAN and Licenses is being made through the FY 2016-17 City of Lubbock Equipment Debt Financing Program.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer, Assistant City Manager

Attachments

Res and PO for SAN

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. 33000794 for the purchase of Storage Area Network, by and between the City of Lubbock and Dell Marketing, LP, of Round Rock, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

RES.PO # 33000794-Dell Marketing 11.01.16



PURCHASE ORDER

Page - 1
Date - 11/01/2016
Order Number 33000794 000 OP
Branch/Plant 330

TO:

DELL MARKETING LP
RR 8 BOX 8706 ONE DELL WAY
ROUND ROCK Texas 78682

SHIP TO:

CITY OF LUBBOCK
INFORMATION TECHNOLOGY
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 11/01/2016 Freight
Requested 12/02/2016 Taken By S SUMMERS
Delivery Per J Zhine / Req # 48814 Quote #735993846B/DIR-SDD-1951

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Compellent SC9000 Controller 1	1.000	88,410.1500	EA	88,410.15	12/02/2016
#210-AFTH					
7x24 HW/SW TechSupp/Assist 3Yr	1.000		EA		12/02/2016
#804-5364					
Compellent SC9000 Controller 2	1.000	18,465.7000	EA	18,465.70	12/02/2016
#210-AFTH					
7x24 HW/SW TechSupp/Assist 3Yr	1.000		EA		12/02/2016
#804-5364					
Compellent SC280 Enclosure	1.000	99,453.2900	EA	99,453.29	12/02/2016
#210-AAYB					
6Gb Mini-SAS HD / Mini-SAS Cbl	2.000	78.7600	EA	157.52	12/02/2016
Kit #331-8477					

Total Order

Terms NET 30

206,486.66



PURCHASE ORDER

Page - 1

Date - 11/01/2016

Order Number 33000794 000 OP

Branch/Plant 330

TO:

DELL MARKETING LP
RR 8 BOX 8706 ONE DELL WAY
ROUND ROCK Texas 78682

SHIP TO:

CITY OF LUBBOCK
INFORMATION TECHNOLOGY
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 11/01/2016

Freight

Requested 12/02/2016

Taken By

S SUMMERS

Delivery Per J Zhine / Req # 48814

Quote #735993846B/DIR-SDD-1951

INSURANCE CERTIFICATE REQUIRED PRIOR TO INSTALLATION:

Commercial General Liability, per occurrence- \$500,000
• General Aggregate • Contractual Liability • Products-Comp/Op Agg •
Personal and Adv. Injury

Workers Compensation, Statutory Amounts-\$500,000

Technical ETO \$1,000,000

Automotive Liability-Any Auto- \$500,000 combined single limit

City of Lubbock is named as additional insured on Auto/General Liability on a primary and non-contributory basis to include products of completed operations endorsement. Waiver of subrogation in favor of the City of Lubbock on all coverage. Copies of endorsements required.

This purchase order encumbers funds in the amount of \$206,486.66 awarded Dell Marketing, LP of Round Rock, TX on November 17, 2016. The following is incorporated into and made part of this purchase order by reference contract DIR-SDD-1951 Dell Marketing, LP. of Round Rock, TX. Resolution # _____.

CITY OF LUBBOCK

ATTEST:

Daniel M. Pope, Mayor

Rebecca Garza, City Secretary

**QUOTATION**

Quote #: 735993846B
Customer #: 1784159
Contract #: 42AFU
Customer Agreement #: DIR-SDD-1951
Quote Date: 10/26/2016
Customer Name: CITY OF LUBBOCK

Date: 10/26/2016

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you fir

Sales Professional Information

SALES REP: CHRIS PERSAUC **PHONE:** 1800 - 4563355
Email Address: Brittany_Parcell@ **Phone Ext:** 80000

GROUP: 1 **QUANTITY: 1** **SYSTEM PRICE: \$88,410.15** **GROUP TOTAL: \$88,410.15**

Description	Quantity
SC9000 Controller (1st) (210-AFTH)	1
Dell Compellent Copilot: 7x24 HW / SW Tech Support and Assistance, 3 Years (804-5364)	1
Dell Compellent Copilot: 4-Hour 7x24 On-site Service After Problem Diagnosis, 3 Years (804-5364)	1
Dell Hardware Limited Warranty (804-5366)	1
Thank you choosing Dell. For tech support, visit http://www.compellent.com/Support-Service	1
US Order (332-1286)	1
ProDeploy Dell Storage SC Series 9XXX SAN - Deployment (806-2657)	1
ProDeploy Dell Storage SC Series 9XXX SAN - Deployment Verification (806-2658)	1
ProDeploy Add-On: Replication Services for Dell Storage (Requires ProDeploy) (804-2162)	1
Software Support: 7X24, Storage Center Software Base Bundle License, 3 Years (804-5314)	1
Software Support: 7X24, Storage Center Optimization Bundle License, 3 Years (804-5342)	1
Software Support: 7X24, Storage Protection Bundle License, 3 Years (804-5332)	1
Dell SC9000 Shipping, DAO (340-ARMM)	1
IO, 12Gb SAS, 2port, PCI-E, Low Profile, 2x2m Mini-SAS HD to Mini-SAS HD cable (544-BE)	2
IO, 10Gb iSCSI, 2port, PCI-E, Optical, Full height (565-BBDG)	2
IO, 1Gb/10Gb iSCSI, 2port, PCI-E, Base-T, Full height (565-BBCM)	1
Bezel (350-BBEJ)	1
SC9000 Controller Components (449-BBJE)	1
256GB Memory (370-ACJU)	1
Dual, Hot-plug, Redundant Power Supply (1+1), 1100W (450-ADWM)	1
C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord (450-AADY)	1
C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord (450-AADY)	1
Write Cache Card (1M LC-LC Optical Cable), Customer Kit (435-BBBD)	1
Storage Optimization Bundle, Software License (634-BEND)	1
Storage Protection Bundle, Software License (634-BENC)	1
Storage Center Core Software Bundle, Base License (634-BEMY)	1

Storage Center Drive License (634-BENI)

103

(*)

1

GROUP: 2	QUANTITY: 1	SYSTEM PRICE: \$18,465.70	GROUP TOTAL: \$18,465.70
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Description	Quantity
SC9000 Controller (2nd) (210-AFTI)	1
Dell Compellent Copilot: 7x24 HW / SW Tech Support and Assistance, 3 Years (804-5364)	1
Dell Compellent Copilot: 4-Hour 7x24 On-site Service After Problem Diagnosis, 3 Years (804-5366)	1
Dell Hardware Limited Warranty (804-5366)	1
Thank you choosing Dell. For tech support, visit http://www.compellent.com/Support-Service	1
US Order (332-1286)	1
ProDeploy Dell Storage SC Series 9XXX SAN - Deployment (806-2657)	1
ProDeploy Dell Storage SC Series 9XXX SAN - Deployment Verification (806-2658)	1
Dell SC9000 Shipping, DAO (340-ARMM)	1
IO, 12Gb SAS, 2port, PCI-E, Low Profile, 2x2m Mini-SAS HD to Mini-SAS HD cable (544-BE)	2
IO, 10Gb iSCSI, 2port, PCI-E, Optical, Full height (565-BBDG)	2
IO, 1Gb/10Gb iSCSI, 2port, PCI-E, Base-T, Full height (565-BBCM)	1
Bezel (350-BBEJ)	1
SC9000 Controller Components (449-BBJE)	1
256GB Memory (370-ACJU)	1
Dual, Hot-plug, Redundant Power Supply (1+1), 1100W (450-ADWM)	1
C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord (450-AADY)	1
C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord (450-AADY)	1
Write Cache Card (1M LC-LC Optical Cable), Customer Kit (435-BBBD)	1
Storage Center Core Software Bundle, Base License Not Required (634-BEMZ)	1
(*)	1

GROUP: 3	QUANTITY: 1	SYSTEM PRICE: \$99,453.29	GROUP TOTAL: \$99,453.29
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Description	Quantity
Compellent SC280 Enclosure (1st enclosure of new array) (210-AAYB)	1
6Gb Mini-SAS to Mini-SAS Cable, 0.6M, Qty 2 (470-AAKJ)	1
Thank you choosing Dell. For tech support, visit http://www.compellent.com/Support-Service	1
Dell Compellent Copilot: 4-Hour 7x24 On-site Service After Problem Diagnosis, 2 Year Exter	1
Dell Compellent Copilot: 4-Hour 7x24 On-site Service After Problem Diagnosis, Initial Year (!	1
Dell Compellent Copilot: 7x24 HW / SW Tech Support and Assistance , 3 Year (954-8114)	1
Dell Hardware Limited Warranty Extended Year(s) (954-8128)	1
Dell Hardware Limited Warranty Initial Year (954-8131)	1
ProDeploy Dell Storage SC Disk Series 280 5U Exp Enclosure - Deployment (804-2131)	1
ProDeploy Dell Storage SC Disk Series 280 5U Exp Enclosure - Deployment Verification (80	1
US / Canada Shipment - SC280 (340-ACYO)	1
SC280, 6TB SAS 12Gb, 7.2K, 3.5 HDD (84-pack) (400-AGFD)	1
C19 to C20, PDU Style, 16 AMP, Power Cord, Qty 2 (450-AAVW)	1
6Gb Mini-SAS to Mini-SAS Cable, 0.6M, Qty 2 (470-AAKJ)	1
(*)	1

SOFTWARE & ACCEGROUP TOTAL: \$157.52

Product	Quantity	Unit Price	Total
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6Gb Mini-SAS HD to I

2

\$78.76

\$157.52

COMMENT

DLA128482

DLA128482

DLA128482

DLA128482

***Total Purchase Price:**

\$206,486.66

Product Subtotal:

\$206,486.66

Tax:

\$0.00

Shipping & Handling

\$0.00

State Environmental

\$0.00

Shipping Method:

LTL 5 DAY OR LESS
(Amount denoted in \$)*



Regular City Council Meeting

6. 20.

Meeting Date: 11/17/2016

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order Contract 33000796 with Dell Marketing LP for the purchase of servers for increased storage and networking for the Data Center.

Item Summary

This purchase of the PowerEdge Servers for the Data Center will provide increased storage and networking to support the growing City of Lubbock network. The purchase is being made through the City of Lubbock Equipment Debt Financing Program.

The purchase is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-SDD-1951. Texas Local Government Code Chapter 271.083 authorized local governments to acquire hardware, software, and other Information Technology products through the DIR program. Pursuant to the Texas Government Code Chapter 791.025, purchases from DIR contracts meet competitive bid requirements.

Fiscal Impact

The purchase price of \$69,220.04 for the Servers is being made through the FY 2016-17 City of Lubbock Equipment Debt Financing Program.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer, Assistant City Manager
David McGaughey, Director of Information Technology

Attachments

Res PO PowerEdge

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. 33000796 for the purchase of PowerEdge Servers, by and between the City of Lubbock and Dell Marketing, LP, of Round Rock, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

RES.PO # 33000796-Dell Marketing 11.02.16



PURCHASE ORDER

Page - 1

Date - 11/02/2016

Order Number 33000796 000 OP

Branch/Plant 330

TO:

DELL MARKETING LP
RR 8 BOX 8706 ONE DELL WAY
ROUND ROCK Texas 78682

SHIP TO:

CITY OF LUBBOCK
INFORMATION TECHNOLOGY
1611 10TH STREET
LUBBOCK Texas 79401INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457BY: 
Marta Alvarez, Director of Purchasing & Contract Management

Ordered	11/02/2016	Freight	
Requested	11/22/2016	Taken By	S SUMMERS
Delivery Per J Zhine / Req # 48830		Quote #735993846A/DIR-SDD-1951	

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
SC420 Enclosure Compellent Svr	1.000	65,755.2800	EA	65,755.28	11/22/2016
#210-AFTF					
Compellent Warr/ProSupp 3Yr	1.000		EA		11/22/2016
#804-4934					
Total Order					
Terms	NET 30			65,755.28	

This purchase order encumbers funds in the amount of \$65,755.28 awarded Dell Marketing, LP of Round Rock, TX on November 17, 2016. The following is incorporated into and made part of this purchase order by reference contract DIR-SDD-1951 dated October 26, 2016 Dell Marketing, LP of Round Rock, TX Resolution # _____

CITY OF LUBBOCK

ATTEST:

Daniel M. Pope, Mayor

Rebecca Garza, City Secretary

**QUOTATION**

Quote #: 735993846A
Customer #: 1784159
Contract #: 42AFU
Customer Agreement #: DIR-SDD-1951
Quote Date: 10/26/2016
Customer Name: CITY OF LUBBOCK

Date: 10/26/2016

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you fir

Sales Professional Information

SALES REP: CHRIS PERSAUC PHONE: 1800 - 4563355
Email Address: Brittany_Parcell@ Phone Ext: 80000

GROUP: 1 QUANTITY: 1 SYSTEM PRICE: \$65,755.28 GROUP TOTAL: \$65,755.28

Description	Quantity
SC420 Enclosure (1st enclosure of new array) (210-AFTF)	1
Dell Compellent Copilot: 4-Hour 7x24 On-site Service After Problem Diagnosis, 3 Years (804-4934)	1
Dell Compellent Copilot: 7x24 HW / SW Tech Support and Assistance, 3 Years (804-4934)	1
Dell Hardware Limited Warranty (804-4936)	1
Thank you choosing Dell. For tech support, visit http://www.compellent.com/Support-Service	1
US Order (332-1286)	1
ProDeploy Dell Storage SC Disk Series 400/420 2U Exp Enclosure - Deployment (806-2653)	1
ProDeploy Dell Storage SC Disk Series 400/420 2U Exp Enclosure - Deployment Verification	1
Dell SC420 Shipping, DAO (340-AQPJ)	1
MD1420/SC420 Enclosure Regulatory Label, Mexico (389-BEVH)	1
SC420 Bezel (325-BBRX)	1
Enclosure Mangement Module, Dual (403-BBKM)	1
SC Enterprise Plus, 1.92TB, SAS, 12Gb, RI SSD, 2.5" (400-AIZN)	24
Rack rail, 2Us, Static (770-BBJE)	1
Power supply, AC 600W, Redundant (450-AEBJ)	1
C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord (450-AADY)	1
C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord (450-AADY)	1
12Gb HD-Mini to HD-Mini SAS cable, 0.5m (470-ABDN)	1
12Gb HD-Mini to HD-Mini SAS cable, 0.5m (470-ABDN)	1
(*)	1

COMMENT

DLA128482
DLA128482
DLA128482

DLA128482

*Total Purchase Price:		\$65,755.28
Product Subtotal:		\$65,755.28
Tax:		\$0.00
Shipping & Handling		\$0.00
State Environmental		\$0.00
Shipping Method:		LTL 5 DAY OR LESS
		(* Amount denoted in \$)



Regular City Council Meeting

6. 21.

Meeting Date: 11/17/2016

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order Contract 33000795 with Dell Marketing LP for the purchase of a server enclosure for increased storage and networking for the Data Center.

Item Summary

This purchase of the SC420 Enclosure for the Data Center will provide increased storage and networking to support the growing City of Lubbock network. The purchase is being made through the City of Lubbock Equipment Debt Financing Program.

The purchase is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-SDD-1951. Texas Local Government Code Chapter 271.083 authorized local governments to acquire hardware, software, and other Information Technology products through the DIR program. Pursuant to the Texas Government Code Chapter 791.025, purchases from DIR contracts meet competitive bid requirements.

Fiscal Impact

The purchase price of \$65,755.28 for the Servers is being made through the FY 2016-17 City of Lubbock Equipment Debt Financing Program.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer, Assistant City Manager
David McGaughey, Director of Information Technology

Attachments

Reso PO SC420

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. 33000795 for the purchase of SC420 Enclosure for the Data Center, by and between the City of Lubbock and Dell Marketing, LP, of Round Rock, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

RES.PO # 33000795-Dell Marketing 11.02.16



PURCHASE ORDER

Page - 1

Date - 11/02/2016

Order Number 33000795 000 OP

Branch/Plant 330

TO:

DELL MARKETING LP
RR 8 BOX 8706 ONE DELL WAY
ROUND ROCK Texas 78682

SHIP TO:

CITY OF LUBBOCK
INFORMATION TECHNOLOGY
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 11/02/2016

Freight

Requested 11/22/2016

Taken By

S SUMMERS

Delivery Per J Zhine / Req # 48828

Quote #736264720/ DIR-SDD-1951

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
PowerEdge FX2 Server Chassis	1.000	2,430.3000	EA	2,430.30	11/22/2016
#210-ABUX					
HW Ltd Warranty/Pro Support 3Y	1.000		EA		11/22/2016
#973-9990					
PowerEdge FC630 Server Node	4.000	15,929.9900	EA	63,719.96	11/22/2016
#210-ACWK					
HW Ltd Warranty/Pro Support 3Y	4.000		EA		11/22/2016
#997-0250					
PowerEdge FN410S I/O Module	2.000	1,534.8900	EA	3,069.78	11/22/2016
#210-AHBX					
HW Ltd Warranty/Pro Support 3Y	2.000		EA		11/22/2016
#807-9782					

Total Order

Terms NET 30

69,220.04

**TERMS AND CONDITIONS
IMPORTANT: READ CAREFULLY
STANDARD TERMS AND CONDITIONS
CITY OF LUBBOCK, TX**

Seller and Buyer agree as follows:

1. **SELLER TO PACKAGE GOODS.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
5. **INVOICES & PAYMENTS.** Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.
6. **GRATUITIES.** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
7. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
8. **WARRANTY-PRICE.** The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
9. **WARRANTY-PRODUCT.** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub-Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.
10. **SAFETY WARRANTY.** Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.
11. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS.** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement of the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement of the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement of the like, the contract shall be null and void.
12. **NON APPROPRIATION.** All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
13. **RIGHT OF INSPECTION.** Buyer shall have the right to inspect the goods at delivery before accepting them.
14. **CANCELLATION.** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
15. **TERMINATION.** The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.
16. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
17. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.
18. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
19. **INTERPRETATION-PAROLE EVIDENCE.** This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
20. **APPLICABLE LAW.** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
21. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
22. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.
23. **TIME.** It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.
24. **MBE.** The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.
25. **NON-ARBITRATION.** The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
26. **RIGHT TO AUDIT.** At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
27. **HOUSE BILL 2015.** House Bill 2015, signed by the Governor on June 14, 2013 and effective on January 1, 2014, authorizes a penalty to be imposed on a person who contracts for certain services with a governmental entity and who fails to properly classify their workers. This applies to subcontractors as well. Contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized \$200 for each individual that has been misclassified. (Texas Government Code Section 2155.001).
28. **ASSIGNING OR SUBLETTING THE CONTRACT.** The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract insurance requirements.
29. **HOUSE BILL 1295 DISCLOSURE OF INTERESTED PARTIES.** House Bill 1295, adopted by the 84th Legislature, created §2252.908 Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: <http://www.ci.lubbock.tx.us/departments/procurement/departments/purchasing/vendor-information>
30. **CONTRACTOR ACKNOWLEDGES,** by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.



PURCHASE ORDER

Page - 1
Date - 11/02/2016
Order Number 33000795 000 OP
Branch/Plant 330

TO:
DELL MARKETING LP
RR 8 BOX 8706 ONE DELL WAY
ROUND ROCK Texas 78682

SHIP TO:
CITY OF LUBBOCK
INFORMATION TECHNOLOGY
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	11/02/2016	Freight	
Requested	11/22/2016	Taken By	S SUMMERS
Delivery Per J Zhine / Req # 48828		Quote #736264720/ DIR-SDD-1951	

This purchase order encumbers funds in the amount of \$69,220.04 awarded Dell Marketing, LP of Round Rock, TX on November 17, 2016. The following is incorporated into and made part of this purchase order by reference contract DIR-SDD-1951 dated November 2, 2016 Dell Marketing, LP of Round Rock, TX Resolution # _____

CITY OF LUBBOCK

ATTEST:

Daniel M. Pope, Mayor

Rebecca Garza, City Secretary



QUOTATION

Quote #: 736264720
 Customer #: 1784159
 Contract #: 42AFU
 Customer Agreement #: DIR-SDD-1951
 Quote Date: 11/02/2016
 Customer Name: CITY OF LUBBOCK

Date: 11/2/2016

Thanks for choosing Dell! Your quote is detailed below, please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: KEVIN A PRIFOGLIE
 Email Address: Kevin_Prifogle@DELL.com
 PHONE: 1800 - 4563355
 Phone Ext: 5139195

GROUP: 1 QUANTITY: 1 SYSTEM PRICE: \$2,430.30 GROUP TOTAL: \$2,430.30

Description	Quantity
PowerEdge FX2 (210-ABUX)	1
PowerEdge FX2 Chassis for up to 4 Half-Width Nodes (321-BBFM)	1
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	1
Dell Hardware Limited Warranty Plus On Site Service Initial Year (973-9866)	1
Dell Hardware Limited Warranty Plus On Site Service Extended Year (973-9867)	1
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (973-9966)	1
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (973-9967)	1
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year (973-9990)	1
Dell Proactive Systems Management - Declined - www.dell.com/Proactive (909-0259)	1
US Order (332-1286)	1
On-Site Installation Declined (900-9997)	1
Declined Remote Consulting Service (973-2426)	1
PowerEdge FX2 Shipping (340-AGKB)	1
Redundant Ethernet Switch Configuration (540-BBQM)	1
FX2S Chassis Configuration Label (321-BBFZ)	1
PowerEdge FX2S Chassis Configuration with Flexible IO (up to 8 PCIe Slots) (321-BBGH)	1
SD Storage for Chassis Management Controller (403-BBEQ)	1
CMC Enterprise for FX2 (634-0287)	1
USER Guide, FX2 Chassis (343-BBBW)	1
PowerEdge FN I/O Module User Documentation (340-AKBN)	1
FX2 ReadyRails Sliding Rails (770-BBER)	1
Power Supply, Redundancy Alerting Enabled Configuration (450-ADTZ)	1
Dual, Hot-plug, Power Supply, 2000W, C19/C20 Power Cord Required (450-AENU)	1
Power Cord, C20 to C19, PDU Style, 16A, 250V, 2ft (0.6m) (492-BBEI)	2

Serial I/O Management Cable, for Ethernet Blade Switches (310-9696)	2
No Media Required (421-5736)	1

GROUP: 2 QUANTITY: 4 SYSTEM PRICE: \$15,929.99 GROUP TOTAL: \$63,719.96

Description	Quantity
PowerEdge FC630 Server Node (210-ACWK)	4
PowerEdge FC630 Motherboard MLK (329-BCZL)	4
PowerEdge FC630 Regulatory Label, DAO (389-BESB)	4
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	4
Dell Hardware Limited Warranty Plus On Site Service (997-0181)	4
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year (997-0236)	4
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year (997-0250)	4
Dell Proactive Systems Management - Declined - www.dell.com/Proactive (909-0259)	4
US Order (332-1286)	4
On-Site Installation Declined (900-9997)	4
vSphere Enterprise Plus 1CPU Lic, 3Y Subscription w/Dwngrd Rights (634-BHBV)	8
System ordered as part of Multipack order (750-AADI)	4
PowerEdge FC PCIE Mezzanine Adapter (492-BBQT)	4
Intel X710 Quad Port, 10Gb KR Blade Network Daughter Card (542-BBCF)	4
Intel X710 Dual Port 10Gb Direct Aattach, SFP+, Converged Network Adapter, Low Profile (555-BCKN)	4
OpenManage Essentials, Server Configuration Management (634-BBWJ)	4
iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise (385-BBHO)	4
2.5" Backplane with up to 2 Hard Drives and PERC RAID Controller (406-BBFE)	4
Standard Cooling,FC630 (384-BBDS)	4
Performance BIOS Settings (384-BBBL)	4
Diskless Configuration, PERC Controller (780-BBKQ)	4
H730 Controller (405-AAEU)	4
SanDisk DAS Cache, 90 Day Trial License (632-BBDC)	4
Intel Xeon E5-2643 v4 3.4GHz,20M Cache,9.60GT/s QPI,Turbo,HT,6C/12T (135W) Max Mem 2400MHz (338-BJCR)	4
Intel Xeon E5-2643 v4 3.4GHz,20M Cache,9.60GT/s QPI,Turbo,HT,6C/12T (135W) Max Mem 2400MHz (338-BJCS)	4
32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width (370-ACNS)	16
2400MT/s RDIMMs (370-ACPH)	4
Performance Optimized (370-AAIP)	4
No Hard Drive (400-ABHL)	4
No Trusted Platform Module (461-AADZ)	4
No Systems Documentation, No OpenManage DVD Kit (631-AACK)	4
Internal Dual SD Module (330-BBCV)	4
Redundant SD Cards Enabled (385-BBCF)	4
16GB SD Card For IDSDM (385-BBJL)	4

16GB SD Card For IDSDM (385-BBJL)	4
No OS, No Utility Partition (421-2869)	4
No Media Required (421-5736)	4
VMware ESXi 6.0 U2 Embedded Image on Flash Media (634-BDXD)	4
DIMM Blanks for System with 2 Processors (374-BBHL)	4
104MM Heatsink for PowerEdge FC630 Processor 1 (412-AAEL)	4
104MM Heatsink for PowerEdge FC630 Processor 2 (412-AAEM)	4
104MM Processor Heatsink Shroud for PowerEdge FC630 (750-AAFH)	4

GROUP: 3 QUANTITY: 2 SYSTEM PRICE: \$1,534.89 GROUP TOTAL: \$3,069.78

Description	Quantity
Dell PowerEdge FN410S I/O Module, 8x Internal to 4x SFP+ external ports, Factory Installed (210-AHBX)	2
Dell Hardware Limited Warranty Plus On Site Service (807-9776)	2
ProSupport Plus: Mission Critical 7x24 HW/SW Technical Support and Assistance, 3 Years (807-9782)	2
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years (807-9783)	2
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	2
US Order (332-1286)	2
On-Site Installation Declined (900-9997)	2
Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach (407-BBEF)	8
Software, Rights to use Full-Switch Mode, FN I/O Module (634-BFBL)	2

*Total Purchase Price:	\$69,220.04
Product Subtotal:	\$69,220.04
Tax:	\$0.00
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS
	<i>(* Amount denoted in \$)</i>

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.

Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

Terms of Sale



Regular City Council Meeting

7. 1.

Meeting Date: 11/17/2016

Information

Agenda Item

Resolution - Accounting: Consider a resolution authorizing publication of Notices of Intention to issue Tax and Waterworks System Surplus Certificates of Obligation, Series 2017A

Item Summary

The Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2017A are being issued to fund construction, improvements, renovations, relocations and extensions to the City's storm water facilities and infrastructure, including the Northwest Lubbock Drainage Improvements Project.

The total amount of projects costs financed with Tax and Waterworks System Surplus Revenue Certificates of Obligation will not exceed \$35,000,000.

Fiscal Impact

The annual debt service payments for the Tax and Waterworks System Surplus Revenue Certificates of Obligation are budgeted through the annual operating budget process and are included in long term financial planning and rate models. The annual payments are made from the annual revenues of the City's storm water system.

Staff/Board Recommending

Linda Cuellar, Acting Executive Director of Finance

Attachments

2016-11-17 TWDB Resolution (2)

Resolution No. 2016-_____
November 17, 2016
Item No. ____

A RESOLUTION AUTHORIZING PUBLICATION OF A NOTICE OF
INTENTION TO ISSUE TAX AND WATERWORKS SYSTEM SURPLUS
REVENUE CERTIFICATES OF OBLIGATION

WHEREAS, the City of Lubbock, Texas (the "City"), pursuant to Subchapter C, Chapter 271, Texas Local Government Code, as amended, is authorized to issue its certificates of obligation (the "Certificates") for the purpose of paying contractual obligations to be incurred for the purposes set forth in Exhibit A hereto;

WHEREAS, the City Council of the City has found and determined that a notice of intention to issue the Certificates should be published in accordance with the requirements of applicable law;

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

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

Section 2. The City Secretary of the City is hereby authorized and directed to publish a notice of intention to issue the Certificates, in substantially the form set forth in Exhibit A hereto (the "Notice") incorporated herein by reference for all purposes. The Notice shall be published once a week for two consecutive weeks, the date of the first publication being not less than the day before the thirtieth (30th) day prior to the date set forth in the Notice for passage of the ordinance authorizing the Certificates. Such Notice shall be published in a newspaper of general circulation in the area of the City.

Section 3. This resolution shall take effect from and after the date of its passage.

[Signature page follows]

Resolution No. 2016-____
November 17, 2016
Item No. ____

ADOPTED THIS November 17, 2016, by the City Council of the City of Lubbock,
Texas.

CITY OF LUBBOCK, TEXAS

DANIEL M. POPE, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Linda Cuellar, Acting Executive Director of Finance

APPROVED AS TO FORM:



Jerry V. Kyle, Jr., Bond Counsel

Signature Page for Notice of Intent Resolution

Exhibit A

NOTICE OF INTENTION TO ISSUE CITY OF LUBBOCK, TEXAS
TAX AND WATERWORKS SYSTEM SURPLUS REVENUE
CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that on January 12, 2017, at 5:15 p.m. at a regular meeting of the City Council of the City of Lubbock, Texas, to be held in the City Council Chambers at the Municipal Complex, 1625 13th Street, Lubbock, Texas, the regular meeting place of the City Council, the City Council intends to pass one or more ordinances authorizing the issuance of not to exceed \$35,000,000 total principal amount of one or more series of certificates of obligation (the "Certificates") for the purpose of paying contractual obligations to be incurred for the following purposes, to wit: (i) construction, improvements, renovations, relocations and extensions to the City's storm water facilities and infrastructure, including the Northwest Lubbock Drainage Improvements Project (the "Project"); and (ii) payment of professional services of attorneys, financial advisors, engineers and other professionals in connection with the Project and the issuance of the Certificates. The Certificates shall bear interest at a rate not to exceed fifteen percent (15%) per annum and shall have a maximum maturity date of not later than 21 (twenty-one) years after their date. Said Certificates shall be payable from the levy of a direct and continuing ad valorem tax, levied within the limits prescribed by law, against all taxable property within the City sufficient to pay the interest on said Certificates as due and to provide for the payment of the principal thereof as the same matures, as authorized by Subchapter C, Chapter 271, Texas Local Government Code, as amended, and from all or a part of the surplus net revenues of the City's Waterworks System, such pledge of surplus net revenues being limited to \$1,000.

THIS NOTICE is given in accordance with law and as directed by the City Council of the City of Lubbock, Texas on November 17, 2016.



Regular City Council Meeting

7. 2.

Meeting Date: 11/17/2016

Information

Agenda Item

Board Appointment - City Secretary: Consider one (1) appointment to the Electric Utility Board.

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

No file(s) attached.
