City of Lubbock, Texas
Regular City Council Meeting
Thursday, October 12, 2017

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

W. Jarrett Atkinson, 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.

3:30 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 2.-2.4.
5:15 p.m. -- City Council reconvenes in open session in City Hall Council Chambers to consider items 3.-7.11.

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. Presentation by City Staff regarding Recycling opportunities in Lubbock

1. 2. The City Council may discuss:
1) one or more Consent Agenda items that have been pulled from the Consent Agenda, pursuant to Resolution No. 2015-R0205; or
2) any item from the Regular Agenda, except an item that requires a public hearing. All public hearings will be held during consideration of the Regular Agenda. No action will be taken by the City Council during the Work Session.

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. Auditorium/Coliseum

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. Auditorium/Coliseum

2. 2. 2. Citizens Tower Complex

2. 2. 3. 1611 10th Street, Lubbock, TX 79401

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

2. 4. Hold an executive session in accordance with Texas Government Code, Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Electric Utility Board.

3. **Proclamations and Presentations**

3. 1. Invocation by Minister Janet Railey, Restoration Empowerment Center

3. 2. Pledges of Allegiance

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

4. **Citizen Comments - Pursuant to City Council Resolution 2014-R0320, any citizen wishing to appear before a regular meeting of the City Council shall:**
1) Notify the City Manager's office of that fact, by 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
2) sign up to speak at the City Council meeting itself, by 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. September 7, 2017 Special City Council Meeting
September 14, 2017 Regular 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 1st Reading - Finance**: Consider Budget Ordinance Amendment 1 amending the FY 2017-18 Budget for municipal purposes respecting the grant fund to accept and appropriate funding from the Federal Transit Administration (FTA) for the FY 2016 Section 5339 Grant; providing for filing; and providing for a savings clause.

6. 2. **Resolution - Finance:** Consider a resolution expressing intent to finance expenditures to be incurred for various capital projects and equipment approved by the City Council in the FY 2017-18 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.

6. 3. **Resolution - Finance:** Consider a resolution authorizing the City Manager to approve change orders for $50,000 or less.

6. 4. **Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing 3 Lubbock Power and Light (LP&L)5-foot underground utility easements and 2 LP&L transformer pad easements located in Lots 286, 296, 298, 301, 302, Lakeridge Estates of Lubbock Addition to the City of Lubbock, Lubbock County, Texas, 106th Street and Salem Avenue.

6. 5. **Ordinance 1st Reading – Right-of-Way**: Consider an ordinance abandoning and closing portions of 2 storm water storage and drainage easements located in Section 4, Block AK, Lubbock County, Texas, south of FM 1585 & west of Indiana Avenue.

6. 6. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Contract 13609 with Speedcrete, Inc., for construction of Municipal ADA Improvements at Various Locations throughout Lubbock.

6. 7. **Resolution – Engineering:** Consider a resolution authorizing the Mayor to execute Change Order 001 for Contract 13037 with Ace Pipe Cleaning, Inc., for the rehabilitation of Canyon Lakes Sanitary Sewer Interceptor Rehabilitation Phase 1A project.

6. 8. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Contract 13702, an Agreement to Contribute Right- of- Way Funds to the State of Texas through the Texas Department of Transportation (TxDOT) regarding highway improvements on Highway No. FM 1585 from US 62/82 to US 87.

6. 9. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute a Master Agreement Governing Local Transportation Project Advance Funding Agreements with the State of Texas through the Texas Department of Transportation (TxDOT).

6. 10. **Resolution - Water Utilities:** Consider a resolution authorizing the Mayor to execute Contract 13423 with Evoqua Water Technologies, LLC, for the North Water Treatment Plant and South Water Treatment Plant Chlorine Dioxide Procurement Package.

6. 11. **Resolution – Water Utilities:** Consider a resolution authorizing the Mayor to execute an Interlocal Wholesale Wastewater Sales contract with the Texas Department of Criminal Justice (TDCJ), for continued wastewater services outside the City of Lubbock municipal boundaries, at the John T. Montford Prison Unit.

6. 12. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order Contracts, 33000908, 33000909 and 33000911 with Dell Marketing LP for the purchase of equipment for the Alternate Data Center.

6. 13. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order Contracts, 33000910, 33000914 and 33000915 with Kudelski Security, Inc., for the purchase of equipment for the Alternate Data Center.

6. 14. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order Contract 33000912 with Dell Marketing LP for the purchase of a Volume License Agreement for the VMware Enterprise License Agreement.

6. 15. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute Contract 13524 with Johnson General Contractors Group, LLC, for the Lubbock Power & Light Substation Office Renovations.

6. 16. **Ordinance 2nd Reading - Libraries:** Consider Ordinance No. 2017-O0123 adding the President of the South Plains Genealogical Society as a member of the Lubbock Libraries Board.

6. 17. **Ordinance 1st Reading - Aviation:** Consider an ordinance amending Chapter 6 of the Code of Ordinances - Aviation and Airports, to provide for the appointment of a Chief Law Enforcement Officer at Lubbock Preston Smith International Airport, and to conform the duties of the Director of Aviation.

6. 18. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to repeal the Land Brokerage Policy at Lubbock Preston Smith International Airport.

6. 19. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Purchase Order Contract 25100898 with Ennis Paint, Inc., for runway and taxiway paint at Lubbock Preston Smith International Airport.

6. 20. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Change Order 001 with Duininck, Inc., to Contract 13295, for the East General Aviation Ramp Rehabilitation at Lubbock Preston Smith International Airport.

6. 21. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Contract 13161, a Lease Agreement between the City of Lubbock and Mobilitie Investments III, LLC, for a Distributed Antenna System (DAS) at Lubbock Preston Smith International Airport.

6. 22. **Resolution - Transit:** Consider a resolution authorizing the Mayor, or his designee, to execute a Transportation Development Credit Agreement, TxDOT Project # TDC 1702 (05), by and between the City of Lubbock on behalf of Citibus, and the Texas Department of Transportation (TxDOT).

6. 23. **Resolution - Health:** Consider a resolution authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock, Professional Services Contract 13527, by and between the City of Lubbock and Justice Benefits, Incorporated, for Federal Financial Participation services to be provided to the City of Lubbock Health Department.

6. 24. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order Contract 31035624, with R & B Bearings & Hydraulics, Inc., for hydraulic cylinders and hydraulic pumps for residential collections vehicles.

6. 25. **Resolution - Parks and Recreation** Consider a resolution authorizing the Mayor, on behalf of the City of Lubbock, to accept from Lubbock Independent School District (LISD), a 0.1971 acre tract of land located on North Zenith Avenue, in Section 2, Block A, Lubbock County, Texas.

6. 26. **Resolution - Human Resources:** Consider a resolution authorizing the City Manager to execute a Memorandum of Understanding between the City of Lubbock and Methodist Children's Hospital d/b/a Covenant Children's Hospital, in connection with Section 340B of the Public Health Services Act.

6. 27. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute for and on behalf of the City of Lubbock, Contract 13655, a Professional Service Agreement, including an application and related documents, for inclusion of the City of Lubbock Police Department in the Texas Department of Public Safety-Texas Law Enforcement Support Office (LESO) 1033 Military Surplus Property Program, as agent for the United States Department of Defense (DOD), for the transfer of excess U. S. DOD personal property for use by law enforcement agencies.

6. 28. **Resolution - Economic Development:** Consider a resolution to approve a program or expenditure of Market Lubbock, Inc. to be provided to Nicky Boatwright, PC, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

6. 29. **Resolution - Economic Development:** Consider a resolution to approve a program or expenditure of Market Lubbock, Inc., to be provided to Lubbock Beer Garden, LLC, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

7. **Regular Agenda**

7. 1. **Ordinance 2nd Reading – Planning:** Consider Ordinance No. 2017-O0124, for Zone Case 698-A, a request of Restoration Empowerment Center, for a zoning change from R-3 (Multi-Family) and T (Transition) to A-2 (High-Density Apartment) Specific Use, for a homeless shelter on Lot 31-A and Lot 32 and a 17-foot x 174-foot alley, Puckett Suburban Homes Addition, 1601 Vanda Avenue.

7. 2. **Ordinance 2nd Reading – Planning:** Consider Ordinance No. 2017-O0125, for Zone Case 1542-U, a request of Pep Boys, for Just Brakes, for a zoning change from C-4 (Commercial) Specific Use, to C-4 Limited to an automobile brake shop, automobile transmission shop, and automobile sales and service and all unconditionally permitted C-3 (General Retail) uses on Lots 1-A-1, 1-A-2, and 2-A, Block 1, Furr Wolf Addition, 4417 South Loop 289.

7. 3. **Ordinance 2nd Reading – Planning:** Consider Ordinance No. 2017-O0126, for Zone Case 2565-D, a request of Vincent Gerard & Associates, Inc., for Verizon Wireless, for a zoning change from A-2 High-Density Apartment) to A-2 Specific Use for a 110-foot telecommunications tower on 0.2296 acres of unplatted land out of Block E, Section 5, 1102 70th Street.

7. 4. **Ordinance 2nd Reading – Planning:** Consider Ordinance No. 2017-O0127, for Zone Case 2984-I, a request of Betenbough Homes for a zoning change from A-2 (High-Density Apartment) to R-1 (Single-Family Residential) Specific Use, for reduced setbacks on 5.715 acres of unplatted land out of Block AK, Section 38, 6601 37th Street.

7. 5. **Ordinance 2nd Reading – Planning:** Consider Ordinance No 2017-O0128, for Zone Case 3322, a request of Veena Bodhireddy for a zoning change from R-1 (Single-Family Residential) to AM (Apartment Medical) on 3.31 acres of unplatted land out of Block E-2, Section 20, 2702 98th Street.

7. 6. **Resolution - Planning:** Consider a resolution approving and granting a variance from the applicable 300 feet minimum distance provisions of City of Lubbock Ordinance 2009-O0060, at the location of 2002 Broadway Avenue, for an alcoholic beverage permit for Broadway Concepts, LLC.

7. 7. **Resolution - Planning:** Consider a resolution approving and granting a variance from the applicable 300 feet minimum distance provisions of City of Lubbock Ordinance 2009-O0060 at the location of 11814 Indiana Avenue, for an alcoholic beverage permit for Harrigan's.

7. 8. **Ordinance 1st Reading - Public Works Traffic Engineering:** Consider an ordinance amending Section 20.05.102 of the Code of Ordinances of the City of Lubbock, with regard to lowering the speed limit from 55 mph to 45 mph on North Milwaukee from the Northernmost City Limits to Erskine Street.

7. 9. **Resolution - Emergency Management:** Consider a resolution authorizing the Mayor to execute Purchase Order 10018926 for the purchase of mass notification system services, per GSA Contract GS-35F-0692P, by and between the City of Lubbock and Everbridge, Inc.

7. 10. **Board Appointments - City Secretary:** Consider a resolution authorizing the City Council to nominate board members to serve as Appraisal District Directors for the Lubbock Central Appraisal District

7. 11. **Board Appointments - City Secretary:** Consider two appointments to the Annexation & Growth Advisory Committee, three appointments to the Appointments Advisory Board, one appointment to the Building Board of Appeals, one appointment to the Board of Health, one appointment to Civic Lubbock, Inc. Board of Directors, two appointments to the Model Codes & Construction Advisory Board, three appointments to the Museum & Arts Standing Sub-Committee, two appointments to the North Point Public Improvement District Advisory Board and five appointments to the Planning and Zoning Commission.

Regular City Council Meeting **2. 3.**

Meeting Date: 10/12/2017

Submitted By: Courtney Paz, City Secretary

Information

Summary

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

Attachments

No file(s) attached.

Regular City Council Meeting **2. 4.**

Meeting Date: 10/12/2017

Submitted By: Courtney Paz, City Secretary

Information

Summary

Hold an executive session in accordance with Texas Government Code, Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Electric Utility Board.

Attachments

No file(s) attached.

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

Meeting Date: 10/12/2017

Information

Agenda Item

Invocation by Minister Janet Railey, Restoration Empowerment Center

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

No file(s) attached.

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

Meeting Date: 10/12/2017

Information

Agenda Item

September 7, 2017 Special City Council Meeting
September 14, 2017 Regular City Council Meeting

Attachments

9.7.2017 S

9.14.2017

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
September 7, 2017
1:30 P.M.

The City Council of the City of Lubbock, Texas met in special session on the 7th of September, 2017, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 1:30 p.m.

1:32 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 W. Jarrett Atkinson; City Secretary Rebecca Garza; City Attorney Chad Weaver

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

- *1.1-1.2; and 2.1-2.13*

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. Discuss North and East Lubbock Redevelopment, including the budget, finances, operations, programs, and planning of the North and East Lubbock Community Development Corporation (NELCDC), including but not limited to, funding and funding options provided by the City of Lubbock, and provide direction to the City Manager.

Mayor Dan Pope; and Jarrett Atkinson, City Manager, introduced the topic.

Monique Coleman, Executive Director for the North and East Lubbock Community Development Corporation (NELCDC), gave a presentation and answered questions from City Council.

Bill Howerton, Assistant City Manager; and Karen Murfee, Director of Community Development, gave comments and answered questions from City Council.

City Council consensus to have this topic posted on the September 14, 2017 Regular City Council Meeting.

1. 2. The City Council may discuss:
1) one or more Consent Agenda items that have been pulled from the Consent Agenda, pursuant to Resolution No. 2015-R0205; or 2) any item from the Regular Agenda, except an item that requires a public hearing. All public hearings will be held during consideration of the Regular Agenda. No action will be taken by the City Council during the Work Session.

No items were discussed.

2. Regular Agenda

2. 1. **Public Hearing 1:30 p.m. – Finance:** Hold a public hearing on the Proposed FY 2017-18 Operating Budget and Capital Program.

Public Hearing Only.

Mayor Pope opened the public hearing at 3:00 p.m.

Gordon Harris, Patrick Kelly, Cosby Morton, Mikel Ward, Monique Coleman, and Burley Owen appeared to speak on this item.

Mayor Pope closed the public hearing at 3:27 p.m.

2. 2. **Public Hearing 1:30 p.m. – Finance:** Hold a public hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 2.22% (percentage by which the proposed tax rate exceeds the effective tax rate calculated under Chapter 26, Tax Code).

Public Hearing Only.

Mayor Pope opened the public hearing at 3:29 p.m.

Mikel Ward appeared to speak in opposition.

No one appeared to speak in favor.

Mayor Pope closed the public hearing at 3:33 p.m. and gave the following statement:

"The City Council will vote on the second and final reading of the tax rate at the September 14, 2017 Regular City Council Meeting that will be held in the City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas beginning at 5:15 p.m."

2. 3. **Ordinance 1st Reading - Finance:** Ordinance No. 2017-O0111 approving and adopting a budget for Fiscal Year 2017-18; approving summary of estimated and forecasted revenues, appropriations, and utilization of net assets for all funds of the City; providing for necessary transfers of funds between accounts and departments, if required; authorizing reduction of spending by City Manager if necessary; re-appropriation of balances which support authorized obligations or encumbered; providing for filing of adopted budget; establishing civil service classifications and positions; appropriating funds for the Fiscal Year 2017-18 Operating Budget and Capital Program of the City of Lubbock; approving all permit, license, fees, and charges for service recommended to be adjusted; approving the pay plan

and positions; approving personnel; amending section 22.06.051(b) of the Code of Ordinances of the City of Lubbock by revising the dumping rates as contained therein; amending section 22.06.185(a) of the Code of Ordinances of the City of Lubbock by revising the solid waste removal rates as contained therein; amending subsections 22.04.041(b) and 22.04.041(f) of the Code of Ordinances of the City of Lubbock by revising wastewater service rates as contained therein and setting an effective date for such; amending section 22.03.084 of the Code of Ordinances of the City of Lubbock by revising the water base charge as contained therein; amending section 22.03.085 of the Code of Ordinances of the City of Lubbock by revising the water volume rates as contained therein; amending section 22.03.090(a) of the Code of Ordinances of the City of Lubbock by revising the water service connections rate as contained therein; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation; finding that proper notice of meeting provided by law and ratifying such; providing for publication; and providing for a savings clause.

Motion by Council Member Steve Massengale, seconded by Council Member Jeff Griffith to approve Ordinance No. 2017-O0111.

Vote: 7 - 0 Motion carried

2. 4. **Ordinance 1st Reading – Finance:** Ordinance No. 2017-O0112 setting the tax rate and levying a tax upon all property subject to taxation with the City of Lubbock for 2017; apportioning said levy among the various funds and items for which revenue must be raised; fixing the times in which said taxes shall be paid and assessing penalty and interest for nonpayment of such taxes within the time provided.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Ordinance No. 2017-O0112, that the property tax rate be increased by the adoption of a tax rate of 0.53802, which is effectively a 2.22 percent increase in the tax rate.

Vote: 7 - 0 Motion carried

2. 5. **Resolution - Risk Management:** Resolution No. 2017-R0307 authorizing and directing the City Manager to purchase for and on behalf of Lubbock Power and Light, the City's municipal electric utility, property insurance coverage with the following insurers pursuant to the terms and conditions stated therein, for which the premium amount shall not exceed a rate of .1310 per $100.00, said attachment is incorporated hereto as if fully set forth herein: Associated Electric & Gas Services Limited (AEGIS), Axis Surplus Insurance Company, SCOR Reinsurance Company, Inc., MS Amlin, PLC, StarStone Insurance, Hardy Insurance Company, Navigators Insurance Company, Inter Hannover, Argo Group, Arch Specialty Insurance Company, Axis Surplus Insurance Company, and Ironshore, a Liberty Mutual Company.

Jarrett Atkinson, City Manager; and Douglas Sanford, with Sanford and Tatum Insurance Agency, gave comments and answered questions from City Council.

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

Motion by Mayor Pro Tem Latrelle Joy, seconded by Council Member Karen Gibson to approve Resolution No. 2017-R0307.

Vote: 7 - 0 Motion carried

2. 6. **Resolution - Risk Management:** Resolution No. 2017-R0308 authorizing and directing the City Manager to purchase for and on behalf of the City of Lubbock, property insurance coverage with the following insurers and pursuant to the terms and conditions stated therein, for a premium amount not to exceed a rate of .1010 per $100.00, said attachment is incorporated hereto as if fully set forth herein: Aspen Specialty Insurance Company, Princeton Excess and Surplus Lines Insurance Company, Hallmark Specialty Insurance Company, Indian Harbor Insurance Company, Liberty Surplus Insurance Company, First Specialty Insurance Corporation, Arch Specialty Insurance Company, Evanston Insurance Company, Scottsdale Insurance Company, and Travelers Excess and Surplus Lines Company.

Jarrett Atkinson, City Manager; and Douglas Sanford, with Sanford and Tatum Insurance Agency, gave comments and answered questions from City Council.

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

Motion by Mayor Pro Tem Latrelle Joy, seconded by Council Member Karen Gibson to approve Resolution No. 2017-R0308.

Vote: 7 - 0 Motion carried

2. 7. **Resolution - Risk Management:** Resolution No. 2017-R0309 authorizing and directing the City Manager to purchase for and on behalf of the City of Lubbock, boiler and machinery insurance coverage from XL Insurance America, Inc. for which the premium amount shall not exceed .0026/$100.

Jarrett Atkinson, City Manager; and Douglas Sanford, with Sanford and Tatum Insurance Agency, gave comments and answered questions from City Council.

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

Motion by Mayor Pro Tem Latrelle Joy, seconded by Council Member Karen Gibson to approve Resolution No. 2017-R0309.

Vote: 7 - 0 Motion carried

2. 8. **Resolution - Risk Management:** Resolution No. 2017-R0310 authorizing and directing the City Manager to purchase for and on behalf of the City of Lubbock, property insurance by and between the City of Lubbock and Zurich American Insurance Company in the amount of $50,000,000 insurance coverage for Montford Dam for a total premium in an amount not to exceed $106,073.

Jarrett Atkinson, City Manager; and Douglas Sanford, with Sanford and Tatum Insurance Agency, gave comments and answered questions from City Council.

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

Motion by Mayor Pro Tem Latrelle Joy, seconded by Council Member Karen Gibson to approve Resolution No. 2017-R0310.

Vote: 7 - 0 Motion carried

2. 9. **Resolution - Risk Management:** Resolution No. 2017-R0311 authorizing and directing the City Manager to purchase for and on behalf of the City of Lubbock, airport and non-owned aircraft liability insurance coverage from Ace Property and Casualty Insurance Company, for which the premium amount shall not exceed $25,004.

Jarrett Atkinson, City Manager; and Douglas Sanford, with Sanford and Tatum Insurance Agency, gave comments and answered questions from City Council.

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

Motion by Mayor Pro Tem Latrelle Joy, seconded by Council Member Karen Gibson to approve Resolution No. 2017-R0311.

Vote: 7 - 0 Motion carried

2. 10. **Resolution - Risk Management:** Resolution No. 2017-R0312 authorizing and directing the City Manager to purchase for and on behalf of the City of Lubbock, excess liability insurance coverage from Atlantic Specialty Insurance Company, for which the premium amount shall not exceed $375,765.

Jarrett Atkinson, City Manager; and Douglas Sanford, with Sanford and Tatum Insurance Agency, gave comments and answered questions from City Council.

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

Motion by Mayor Pro Tem Latrelle Joy, seconded by Council Member Karen Gibson to approve Resolution No. 2017-R0312.

Vote: 7 - 0 Motion carried

2. 11. **Resolution - Risk Management:** Resolution No. 2017-R0313 authorizing and directing the City Manager to purchase for and on behalf of the City of Lubbock, workers' compensation coverage from Texas Political Subdivisions Workers' Compensation Joint Self-Insurance Fund, for which the premium amount shall not exceed $1,509,065.

Jarrett Atkinson, City Manager; and Douglas Sanford, with Sanford and Tatum Insurance Agency, gave comments and answered questions from City Council.

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

Motion by Mayor Pro Tem Latrelle Joy, seconded by Council Member Karen Gibson to approve Resolution No. 2017-R0313.

Vote: 7 - 0 Motion carried

2. 12. **Resolution - Risk Management:** Resolution No. 2017-R0314 authorizing and directing the City Manager to purchase for and on behalf of the City of Lubbock, Network Security Privacy Insurance coverage from Illinois National Insurance Company, for which the premium amount shall not exceed $55,984.

Jarrett Atkinson, City Manager; and Douglas Sanford, with Sanford and Tatum Insurance Agency, gave comments and answered questions from City Council.

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

Motion by Mayor Pro Tem Latrelle Joy, seconded by Council Member Karen Gibson to approve Resolution No. 2017-R0314.

Vote: 7 - 0 Motion carried

2. 13. **Resolutions - Risk Management:** Resolution No.'s 2017-R0315, 2017-R0316, and 2017-R0317 authorizing and directing the City Manager to purchase for and on behalf of the City of Lubbock, inland marine insurance coverage from Travelers Lloyds Insurance Company, for which the premium amount shall not exceed $9,374; crime insurance coverage from Travelers Casualty & Surety Company of America, for which the premium amount shall not exceed $6,921; and pipeline liability insurance coverage from Federal Insurance Company, a member of the Chubb Group, for which the premium amount shall not exceed $5,150.

Jarrett Atkinson, City Manager; and Douglas Sanford, with Sanford and Tatum Insurance Agency, gave comments and answered questions from City Council.

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

Motion by Mayor Pro Tem Latrelle Joy, seconded by Council Member Karen Gibson to approve Resolution No.'s 2017-R0315, 2017-R0316, and 2017-R0317.

Vote: 7 - 0 Motion carried

3:58 P.M. CITY COUNCIL ADJOURNED

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

The September 7, 2017 Special City Council Meeting minutes were approved by the City Council on the 12th day of October, 2017.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
September 14, 2017
2:30 P.M.

The City Council of the City of Lubbock, Texas met in regular session on the 14th of September, 2017, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 2:30 p.m.

2:30 P.M. CITY COUNCIL CONVENED
City Council Chambers, 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 W. Jarrett Atkinson; City Secretary Rebecca Garza; City Attorney Chad Weaver

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

- *1.1-1.3; Executive Session; 3.1-3.2; 3.4; 3.3; 3.5; Citizen Comments 4.1; Citizen Comments (Sign-ups) 4.2; 7.7 Public Hearing portion (only); 5.1; 6.1-6.25; 6.27; 7.2; 7.1; 7.3-7.6; 7.7; 7.8-7.19; and 6.26.*
- *Item 7.7 failed.*

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. Discuss the allocation and use of the North and East Lubbock Neighborhood and Infrastructure Fund for FY 2017-18.

Jarrett Atkinson, City Manager, briefed on prior discussion, directives, and options. He also answered questions from City Council.

1. 2. Presentation and discussion concerning the recent City of Lubbock Utilities town hall meetings.

Jarrett Atkinson, City Manager; and David McCalla, Director of Electric Utilities/CEO for LP&L, gave a presentation and answered questions from City Council.

Matt Rose, Chief of Staff for Lubbock Power & Light, gave comments and answered questions from City Council.

1. 3. The City Council may discuss:
1) one or more Consent Agenda items that have been pulled from the Consent Agenda, pursuant to Resolution No. 2015-R0205; or 2) any item from the Regular Agenda, except an item that requires a public hearing. All public hearings will be held during consideration of the Regular Agenda. No action will be taken by the City Council during the Work Session.

Jarrett Atkinson, City Manager, discussed item 6.26 (Electric Rate/Tariff Schedule "Tariff" of Lubbock Power & Light). The budget needs to be adopted prior to this item. This item will be addressed last.

2. Executive Session

The meeting recessed at 3:20 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council recessed from Executive Session at 5:19 p.m. The regular meeting was called back into a public session at 5:19 p.m.

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. *United States of America v. City of Lubbock, Texas* filed in the Northern District of Texas, Lubbock Division, Civil Action No: 5:15-cv-234

2. 1. 2. Auditorium/Coliseum

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 Chapter 311 of the Texas Tax Code and Chapter 253 of the Texas Local Government Code and relevant agreements and conveyances thereto concerning the easternmost four and a half acres of land generally located within the area bordered by 4th Street and Marsha Sharp Freeway on the north, Mac Davis Lane on the south, and the Performing Arts Center on the east

2. 2. 2. Auditorium/Coliseum

2. 2. 3. Citizens Tower Complex

2. 2. 4. 1611 10th Street, Lubbock, TX 79401

3. Proclamations and Presentations

3. 1. Invocation by Pastor Tom Lakey, First Assembly of God

Pastor Tom Lakey, First Assembly of God, 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 in celebration of the 100th Anniversary of the South Plains Fair.

Mayor Dan Pope presented a special recognition in celebration of the 100th Anniversary of the South Plains Fair. Jennifer Wallace, CEO of Panhandle South Plains Fair, and several board members appeared to accept the recognition. Ms. Wallace; and John Zwiacher, President of the Panhandle South Plains Fair Board of Directors, gave comments and thanked the Mayor and City Council.

Becky Hamilton, granddaughter of A. B. Davis who started the Panhandle South Plains Fair, joined in the recognition, gave comments, and thanked the Mayor and City Council.

3. 4. Presentation of a Special Recognition in honor of Hurricane Harvey First Responders.

Jarrett Atkinson, City Manager, gave an introduction of this item.

The Mayor and City Council presented a special recognition in honor of Hurricane Harvey First Responders. Lance Phelps, Fire Chief; Greg Stevens, Chief of Police; and Jay Parchman, Director of Emergency Management, helped recognize the following First Responders:

City of Lubbock Animal Services: Director, George Torres

City of Lubbock - GIS: GIS Planner, Sheri Rand

City of Lubbock Public Works: Supervisor, Brian Bearden

City of Lubbock Code Enforcement: Director, Stuart Walker

Lubbock Fire Rescue: Lieutenant Brett Assiter, Equipment Operator Jimmy Bacon, Lieutenant Lance Barrett, Lieutenant Kade Bowman, Firefighter Reece Brazil, Firefighter Dustin Brown, Lieutenant Kyle Christian, Firefighter Michael Davis, Captain Ed Donaho, Lieutenant Michael Eberle, Firefighter Steve Horton, Lieutenant Albert Kraft, Lieutenant Matt McGinnis, Firefighter Justin Musgraves, Equipment Operator Chris Norman, Captain Kriss Paschall, Firefighter Landon W. Phelps, Firefighter Brady Rasco, and Equipment Operator Jon Tunnel.

Lubbock Police Department: Sergeant Korie Archambault, Sergeant Mickey Chambliss, Officer Tyler Cooper, Captain Roger Cox, Officer Rosa Cox, Officer Kimberlee Crain, Captain Joshua Crouch, Lieutenant Matt Doherty, Officer Tyler Dowell, Detective Andrew Evans, Officer Michael Everette, Officer Jared Flood, Officer John Geeslin, Detective Rayland Goswick, Officer Spencer Hilliard, Officer Kelly Jennings, Officer Koley King, Officer Bryson Lewis, Officer Erica Mater, Sergeant Corey Nunley, Officer Josh Ortiz, Detective Chris Paine, Officer Samuel Rivera, Officer Norris Roberson, Sergeant Phillip Rolan, Officer Collin Sherley, Officer Brandon Smith, Detective Sadie Stevens, Officer John Sullivan, Officer Chris Talbert, Officer Thaddeus Townes, Officer Tim Vaden,

Officer Colton Watkins, Officer Michael Wells, and Officer Michael Willis.

3. 5. **Board Recognitions:** Presented by Mayor Dan Pope

Permit and License Appeal Board
Serena Stevenson (unable to appear)

Zoning Board of Adjustment
Victor Bobo

4. **Citizen Comments - Pursuant to City Council Resolution 2014-R0320, any citizen wishing to appear before a regular meeting of the City Council shall: 1) Notify the City Manager's office of that fact, by 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 2) sign up to speak at the City Council meeting itself, by completing the form provided at the meeting, with regard to any item posted on the City Council agenda.**

4. 1. Tracy Tindle will appear before the City Council to discuss the adjustment of permit, license, fees, and charges for services. Specifically in relation to Lake Alan Henry hunting fees.

Tracy Tindle appeared before the City Council to disuss the adjustment of permit, license, fees, and charges for services. Specifically in relation to Lake Alan Henry hunting fees.

4. 2. Sign-ups:

- Mikel Ward appeared before the City Council and gave comments on item 6.25 (Market Lubbock, Inc.); item 7.10 (Budget FY 2017-2018); item 7.14 (allocation and use of North and East Lubbock Neighborhood and Infrastructure Fund); and item 7.17 (Health Benefits).
- Kenneth Ellis appeared before the City Council and gave comments on item 6.13 (annexing property).
- Gordon Harris and Phyllis Gant appeared before the City Council and gave comments on item 1.1 (allocation and use of North and East Lubbock Neighborhood and Infrastructure Fund), in opposition of North and East Lubbock Community Development Corporation receiving funds.
- Patrick Kelly appeared before the City Council and gave comments on item 7.14 (allocation and use of North and East Lubbock Neighborhood and Infrastructure Fund), in opposition of North and East Lubbock Community Development Corporation receiving funds.
- Bill Bates appeared before the City Council and gave comments on item 7.17 (Health Benefits).

5. **Minutes**

5. 1. July 18, 2017 Special City Council Meeting - Electric Utility Board
August 10, 2017 Regular City Council Meeting

Motion by Council Member Steve Massengale, seconded by Council Member Karen Gibson to approve the July 18, 2017 Special City Council Meeting (Electric Utility Board) minutes and the August 10, 2017 Regular City Council Meeting minutes.

Vote: 7 - 0 Motion carried

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

Motion by Mayor Pro Tem Latrelle Joy, seconded by Council Member Juan A. Chadis to approve items 6.1-6.25; and 6.27.

Vote: 7 - 0 Motion carried

6. 1. Budget Amendment Ordinance 2nd Reading - Finance: Ordinance No. 2017-O0103, Amendment 36, amending the FY 2016-17 Adopted Budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 91035, Water Lines Ahead of Street Pavings; CIP 92454, Water Lines Ahead of Street Pavings FY 2016-17; CIP 92248, Street Maintenance Program; CIP 92435, Street Maintenance Program FY 2016-17; CIP 91038, Sewer Line Replacement; CIP 92446, Sewer Line Replacement FY 2016-17; CIP 91034, Water Line Replacement; CIP 92453, Water Line Replacement FY 2016-17; providing for filing; and providing for a savings clause.

6. 2. Budget Amendment Ordinance 2nd Reading - Finance: Ordinance No. 2017-O0104, Amendment 38, amending the FY 2016-17 Budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the United States Department of Justice for the Edward Byrne Memorial Justice Assistance Grant (JAG); and from the Texas Department of Transportation (DOT) for the Selective Traffic Enforcement Program (STEP) Comprehensive Grant; providing for filing; and providing for a savings clause.

6. 2. 1. Resolution – Police: Resolution No. 2017-R0318 authorizing the Mayor to execute an agreement with the United States Department of Justice for an Edward Byrne Memorial Justice Assistance Grant to fund the Lubbock County joint Enforcement Initiative Program enabling the Lubbock Police Department to repair and update equipment.

6. 3. Ordinance 2nd Reading - Finance: Ordinance No. 2017-O0105, the tenth supplement, updating the Vintage Township Public Improvement District (PID) Service and Assessment Plan and Assessment Roll.

6. 4. Budget Amendment Ordinance 1st Reading - Finance: Ordinance No. 2017-O0113, Amendment 39, amending the FY 2016-17 Adopted Budget for municipal purposes respecting the grant fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG); and to accept and appropriate funding from the Texas Department of Transportation (TxDOT) for the Safety City - Providing Education for a Safer Tomorrow Grant; providing for filing; and providing for a savings clause.

6. 5. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2017-O0114, Amendment 40, amending the FY 2016-17 Adopted budget for municipal purposes respecting the General Fund to appropriate additional revenue from the sale of bonds associated with tax notes refunding of master lease debt; to increase expenditures in Non-Departmental budget capital lease principal payment and to increase expenditures for equipment capital motor vehicles for vehicles and equipment to be funded from tax notes; providing for filing; and providing for a savings clause.

6. 6. **Resolution - Finance:** Resolution No. 2017-R0319 authorizing approval of the Lubbock Emergency Communication District (LECD) Budget for Fiscal Year 2017-18.

6. 7. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2017-O0106, abandoning and closing a 20-foot wide alley located adjacent to Lots 4 & 5, Block 113, Overton Addition and a 34 square foot corner clip out of Tract 19B, Overton Park Addition, Lubbock County, Texas, and located at 714 Avenue Q.

6. 8. **Ordinance 2nd Reading – Right-of-Way:** Ordinance No. 2017-O0107, abandoning and closing a temporary access easement, located east of Avenue R and north of Glenna Goodacre Boulevard, in Tract 19B, Overton Park Addition, Lubbock County, Texas, and located at 714 Avenue Q.

6. 9. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2017-O0115 abandoning and closing two (2) temporary garbage service easements located in Section 10, Block E, adjacent to Lot 57 and Lot 123, Stonebridge Community Addition,1711 100th Street.

6. 10. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2017-O0116 abandoning and closing portions of an underground utility easement and a garbage service easement located within Tract A, Wilshire Estates, Lubbock County, Texas.

6. 11. **Resolution - Right-of-Way:** Resolution No. 2017-R0320 authorizing the Mayor to execute a Street Use License with Kelsey Park Homeowners Association, Inc., for the right and privilege to use a portion of dedicated streets for two (2) private water line encroachments, located at 4305 140th Street and 4309 137th Street.

6. 12. **Resolution - Public Works Traffic Engineering:** Resolution No. 2017-R0321 authorizing the Mayor to execute Contract No. 13558, with the Lubbock Metropolitan Planning Organization (LMPO), for traffic monitoring and reporting services which provide information and crash data to update the LMPO Congestion Management Plan.

6. 13. **Ordinance 2nd Reading - Planning:** Ordinance No. 2017-O0108, annexing approximately 11 acres adjacent to the city limits, described as the East ½ Section 8, Block AK, Lubbock County, Texas, and commonly identified by the Lubbock Central Appraisal District Reference Number R116914, and adoption of the proposed service plan for the annexed area.

6. 14. **Ordinance - 2nd Reading - Planning:** Ordinance No. 2017-O0109, annexing approximately 4 acres adjacent to the city limits, described as Block AK, Section 9, AB 161, Tracts 17 and 18, Lubbock County, Texas, and identified by the Lubbock Central Appraisal District reference numbers R120929 and R120782, and adoption of the proposed service plan for the annexed area.

6. 15. **Ordinance - 2nd Reading - Planning:** Ordinance No. 2017-O0110, annexing approximately 22 acres adjacent to the city limits, described as SE/4, Section 1, Block AK, Lubbock County, Texas, and identified by the Lubbock Central Appraisal District Reference Numbers R85586 and R151393, and adoption of the proposed service plan for the annexed area.

6. 16. **Resolution - Health:** Resolution No. 2017-R0322 authorizing and directing the Mayor to enter into Agreement 13606 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 involved in Department of Family and Protective Services with substance use disorders or who are at risk of developing substance use disorders; and to assist with identification of persons who meet priority population criteria so that those identified may be invited to participate in the various activities provided by StarCare.

6. 17. **Resolution - Health:** Resolution No. 2017-R0323 authorizing and directing the Mayor to enter into Agreement 13604 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 between prevention, intervention, and treatment services within the community.

6. 18. **Resolution - Health:** Resolution No. 2017-R0324 authorizing and directing the Mayor to enter into Agreement 13605 with StarCare Specialty Health System to refer identified individuals who meet the priority or target population to StarCare for education, outreach, family services, referrals, and/or treatment.

6. 19. **Resolution - Health:** Resolution No. 2017-R0325 authorizing and directing the Mayor to enter into Agreement 13564 with StarCare Specialty Health System to increase opportunities for healthy lifestyle choices that will reduce incidence of HIV infection and to provide alcohol, tobacco, and other drug prevention and intervention services to the community at large.

6. 20. **Resolution - Animal Services:** Resolution No. 2017-R0326 authorizing the Mayor to execute Contract 13462 with Ark Animal Hospital for Pets, for Veterinary Services, RFP 17-13462-KM.

6. 21. **Resolution – Parks and Recreation:** Resolution No. 2017-R0327 authorizing the Mayor to execute Amendment No. 2 to the Interlocal Cooperation Agreement Contract 97871, with Lubbock County, for inmate labor services for cleaning and maintaining public rights-of-way and other City owned, operated, or controlled properties.

6. 22. **Resolution - Fleet Services:** Resolution No. 2017-R0328 authorizing the Mayor to execute Purchase Order Contract 31034845 with Associated Supply Company, Inc. for wheels for an AIJON Compactor used by Solid Waste Disposal.

6. 23. **Resolutions - Fleet Services:** Resolution No.'s 2017-R0329 and 2017-R0330 authorizing the Mayor to execute Contract 13363 with Racer Classic Car Wash, and Contract 13544 with Mister Car Wash, for car wash services.

6. 24. **Resolution - Police:** Resolution No. 2017-R0331 authorizing the Mayor to execute for and on behalf of the City of Lubbock, Interlocal Cooperation Contract Number 13535 for General Store supplies, by and between the City of Lubbock and the Texas Department of Public Safety (DPS).

6. 25. **Resolution - Economic Development:** Resolution No. 2017-R0332 approving a program or expenditure of Market Lubbock, Inc. to be provided to RTGS Broadway Development, LP, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

6. 26. **Resolution - Lubbock Power and Light:** Resolution No. 2017-R0342 adopting the Electric Rate/Tariff Schedule ("Tariff") of Lubbock Power & Light (LP&L), the City of Lubbock's municipally owned electric utility, applicable to all rate classes, effective October 1, 2017.

This item was addressed following item 7.19.

Jarrett Atkinson, City Manager; and Andy Burcham, Assistant Director of Electric Utilities/Cheif Financial Officer for LP&L, gave comments and answered questions from City Council.

Motion by Council Member Jeff Griffith, seconded by Council Member Karen Gibson to approve Resolution No. 2017-R0342.

Vote: 7 - 0 Motion carried

6. 27. **Resolution - Lubbock Power and Light:** Resolution No. 2017-R0333 authorizing the Mayor to execute a Mutual Aid Agreement, allowing for the provision of electric utility aid to Requesting Signatories that have suffered catastrophic damage, as contemplated in the Mutual Aid Agreement and further authorizing the execution of separate agreements with such Requesting Signatories, in form and substance as provided in the resolution under consideration.

7. Regular Agenda

7. 1. **Public Hearing 5:15 p.m. – Planning:** Ordinance No. 2017-O0118, for Zone Case 2007-E, a request of Clay Moore Engineering, for UCS Group, LLC, to amend the conditions of Ordinance No. 7622 on Tract A-1, Avalon Addition, 6253 Slide Road.

Mayor Pope opened the public hearing at 6:51 p.m.

No one appeared to speak in opposition.

Clay Cristy, proponent, appeared to speak in favor.

Mayor Pope closed the public hearing at 6:53 p.m.

Motion by Council Member Karen Gibson, seconded by Council Member Steve Massengale to approve Ordinance No. 2017-O0118.

Vote: 7 - 0 Motion carried

7. 2. **Public Hearing 5:15 p.m. – Planning:** Ordinance No. 2017-O0117, for Zone Case 2255-R, a request of Wes Hallmark, for Triex Texas Holding, LLC, for a zoning change from C-2 (Local Retail) Specific Use, to C-4 (Commercial) limited to a used car sales lot and all unconditionally permitted C-3 uses on Tract A, Strong Davis Addition, 6530 Frankford Avenue.

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

Mayor Pope opened the public hearing at 6:39 p.m.

No one appeared to speak in opposition.

Wes Hallmark, proponent, appeared to speak in favor.

Mayor Pope closed the public hearing at 6:41 p.m.

Motion by Council Member Jeff Griffith, seconded by Council Member Shelia Patterson Harris to approve Ordinance No. 2017-O0117.

Vote: 6 - 1 Motion carried

NAY: Mayor Pro Tem Latrelle Joy

7. 3. **Public Hearing 5:15 p.m. – Planning:** Ordinance No. 2017-O0119, for Zone Case 2995-W, a request of AMD Engineering, LLC, for Convacare, Inc., for a zoning change from A-2 (High-Density Apartment), R-1 (Single-Family Residential) Specific Use, and GO (Garden Office), to AM Apartment-Medical) on 28.517 acres of unplatted land out of Block AK, Section 29, 6601 66th Street and 7102 Ironton Avenue.

Mayor Pope opened the public hearing at 6:51 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 6:53 p.m.

Motion by Council Member Karen Gibson, seconded by Council Member Steve Massengale to approve Ordinance No. 2017-O0119.

Vote: 7 - 0 Motion carried

7. 4. **Public Hearing 5:15 p.m. – Planning:** Ordinance No. 2017-O0120, for Zone Case 3323, a request of Hugo Reed and Associates, Inc., for Kingdom Preparatory Academy, for a zoning change from T (Transition) to C-2A (Restricted Local Retail) on 37.6 acres of unplatted out of Block AK, Section 4, 146th Street and Memphis Avenue.

Mayor Pope opened the public hearing at 6:51 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 6:53 p.m.

Motion by Council Member Karen Gibson, seconded by Council Member Steve Massengale to approve Ordinance No. 2017-O0120.

Vote: 7 - 0 Motion carried

7. 5. **Public Hearing 5:15 p.m. – Planning:** Ordinance No. 2017-O0121, for Zone Case 3324, a request of AMD Engineering, LLC, for Wooded Forest, for a zoning change from R-1 (Single-Family) to R-1 Specific Use for townhomes and C-3 (General Retail) on 10.41 acres of unplatted land out of Block AK, Section 43, 7011 19th Street and 6907 19th Street.

Mayor Pope opened the public hearing at 6:51 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 6:53 p.m.

Motion by Council Member Karen Gibson, seconded by Council Member Steve Massengale to approve Ordinance No. 2017-O0121.

Vote: 7 - 0 Motion carried

7. 6. **Public Hearing 5:15 p.m. – Planning:** Ordinance No. 2017-O0122, for Zone Case 3325, a request of Robert Campbell, for Hillside Christian Church, for a zoning change from T to A-2 limited to church and church related uses on 37.7 acres of unplatted land out of Block E-2, Section 16, 5202 114th Street.

Mayor Pope opened the public hearing at 6:51 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 6:53 p.m.

Motion by Council Member Karen Gibson, seconded by Council Member Steve Massengale to approve Ordinance No. 2017-O0122.

Vote: 7 - 0 Motion carried

7. 7. **Public Hearing 5:15 p.m. – Planning:** Hold a public hearing to consider an amendment to Chapter 40 of the City of Lubbock Code of Ordinances to allow electronic signs as wall and canopy signs, and consider an ordinance.

This item failed.

Chad Weaver, City Attorney; and Andrew Paxton, Director of Planning, gave comments and answered questions from City Council.

Mayor Pope opened the public hearing at 6:07 p.m.

Joe McKay, David Seim, and Bill Bates appeared to speak in opposition.

David Cea appeared to speak in favor.

Mayor Pope closed the public hearing at 6:25 p.m.

Motion by Council Member Juan A. Chadis, seconded by Council Member Karen Gibson to approve this item.

Vote: 1 - 6 Failed

NAY: Mayor Daniel M. Pope
Mayor Pro Tem Latrelle Joy
Council Member Juan A. Chadis
Council Member Jeff Griffith
Council Member Steve Massengale
Council Member Shelia Patterson Harris

7. 8. **Public Hearing 5:15 p.m. - City Manager:** Consider the Statement of Intent and Application for Authority to Change Rates filed with the City of Lubbock by Southwestern Public Serice Company d/b/a Xcel Energy on August 22, 2017.

Public Hearing Only.

Mayor Pope opened the public hearing at 7:08 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 7:08 p.m.

7. 9. **Resolution - City Manager:** Resolution No. 2017-R0334 responding to a Statement of Intent and Application for Authority to Change Rates filed with the City of Lubbock by Southwestern Public Service Company (SPS) d/b/a Xcel Energy on August 22, 2017.

Chad Weaver, City Attorney; and Jarrett Atkinson, City Manager, 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. 2017-R0334.

Vote: 7 - 0 Motion carried

7. 10. **Ordinance 2nd Reading - Finance:** Ordinance No. 2017-O0111, approving and adopting a budget for Fiscal Year 2017-18; approving summary of estimated and forecasted revenues, appropriations, and utilization of net assets for all funds of the City; providing for necessary transfers of funds between accounts and departments, if required; authorizing reduction of spending by City Manager if necessary; re-appropriation of balances which support authorized obligations or encumbered; providing for filing of adopted budget; establishing civil service classifications and positions; appropriating funds for the Fiscal Year 2017-18 Operating Budget and Capital Program of the City of Lubbock; approving all permit, license, fees, and charges for service recommended to be adjusted; approving the pay plan and positions; approving personnel; amending section 22.06.051(b) of the Code of Ordinances of the City of Lubbock by revising the dumping rates as contained therein; amending section 22.06.185(a) of the Code of Ordinances of the City of Lubbock by revising the solid waste removal rates as contained therein; amending subsections 22.04.041(b) and 22.04.041(f) of the Code of Ordinances of the City of Lubbock by revising wastewater service rates as contained therein and setting an effective date for such; amending section 22.03.084 of the Code of Ordinances of the City of Lubbock by revising the water base charge as contained therein; amending section 22.03.085 of the Code of Ordinances of the City of Lubbock by revising the water volume rates as contained therein; amending section 22.03.090(a) of the Code of Ordinances of the City of Lubbock by revising the water service connections rate as contained therein; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation; finding that proper notice of meeting provided by law and ratifying such; providing for publication; and providing for a savings clause.

Jarrett Atkinson, City Manager, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Latrelle Joy, seconded by Council Member Steve Massengale to approve Ordinance No. 2017-O0111.

Vote: 7 - 0 Motion carried

7. 11. **Resolution – Finance:** Resolution No. 2017-R0335 ratifying the adoption of the FY 2017-18 budget that raises more tax revenue than was generated in the previous year.

Jarrett Atkinson, City Manager, gave comments and answered questions from City Council.

Motion by Council Member Steve Massengale, seconded by Council Member Jeff Griffith to approve Resolution No. 2017-R0335.

Vote: 7 - 0 Motion carried

7. 12. **Ordinance 2nd Reading – Finance:** Ordinance No. 2017-O0112, setting the tax rate and levying a tax upon all property subject to taxation with the City of Lubbock for 2017; apportioning said levy among the various funds and items for which revenue must be raised; fixing the times in which said taxes shall be paid and assessing penalty and interest for nonpayment of such taxes within the time provided.

Jarrett Atkinson, City Manager; and Chad Weaver, City Attorney, gave comments and answered questions from City Council.

Main Motion by Mayor Pro Tem Latrelle Joy, seconded by Council Member Jeff Griffith to approve Ordinance No. 2017-O0112.

Amendment Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Latrelle Joy to approve Ordinance No. 2017-O0112, that the property tax rate be increased by the adoption of a tax rate of 0.53802, which is effectively a 2.22 percent increase in the tax rate.

Vote on Amendment: 7 - 0 Motion carried

Vote on Main Motion as Amended: 7 - 0 Motion carried

7. 13. **Resolution – Finance:** Resolution No. 2017-R0336 amending the allocation of the Hotel Occupancy Tax Revenues for FY 2017-18 and distributing receipts, net of collection expenses, as authorized in Subsection 18.03.001(b)(2) of the Code of Ordinances of the City of Lubbock.

Jarrett Atkinson, City Manager, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Latrelle Joy, seconded by Council Member Steve Massengale to approve Resolution No. 2017-R0336.

Vote: 7 - 0 Motion carried

7. 14. **Minuted Action - Finance:** Discuss and take action to direct the City Staff in regard to the allocation and use of the North and East Lubbock Neighborhood and Infrastructure Fund for FY 2017-18.

Minuted Action Only.

Jarrett Atkinson, City Manager; and Rebecca Garza, City Secretary, gave comments and answered questions from City Council.

Motion by Council Member Jeff Griffith, seconded by Council Member Steve Massengale to adopt the City Manager's plan to use the funding for the North and East Lubbock Neighborhood and Infrastructure Fund, through the Community Development Department.

Vote: 5 - 2 Motion carried

NAY: Mayor Pro Tem Latrelle Joy
Council Member Shelia Patterson Harris

7. 15. **Resolution - Health Benefits:** Resolution No. 2017-R0337 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 13424 for medical administration services, per RFP 17-13424-MA, by and between the City of Lubbock and Blue Cross Blue Shield of Texas, and related documents.

Jarrett Atkinson, City Manager; and Travis Sartain, Advisor with Marsh & McLennan

Agency, gave comments and answered questions from City Council.

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

Motion by Council Member Jeff Griffith, seconded by Council Member Karen Gibson to approve Resolution No. 2017-R0337.

Vote: 7 - 0 Motion carried

7. 16. **Resolution - Health Benefits:** Resolution No. 2017-R0338 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. 13582 for administrative services relating to flexible spending account (FSA) administration, per RFP 17-13424-MA, by and between the City of Lubbock and ConnectYourCare, LLC.

Jarrett Atkinson, City Manager; and Travis Sartain, Advisor with Marsh & McLennan Agency, gave comments and answered questions from City Council.

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

Motion by Council Member Jeff Griffith, seconded by Council Member Karen Gibson to approve Resolution No. 2017-R0338.

Vote: 7 - 0 Motion carried

7. 17. **Resolution - Health Benefits:** Resolution No. 2017-R0339 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. 13583 by and between the City of Lubbock and Blue Cross Blue Shield of Texas, for enrollment of Medicare eligible participants into Medicare Advantage, Medicare Supplemental and Medicare Part D RX plans, and related documents; AND Contract No. 13584, by and between the City of Lubbock and Connecture, for Health Reimbursement Account administration in connection with said plans, and related documents.

Jarrett Atkinson, City Manager; and Travis Sartain, Advisor with Marsh & McLennan Agency, gave comments and answered questions from City Council.

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

Motion by Council Member Jeff Griffith, seconded by Council Member Karen Gibson to approve Resolution No. 2017-R0339.

Vote: 7 - 0 Motion carried

7. 18. **Resolution - Health Benefits:** Resolution No. 2017-R0340 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. 13557 for voluntary employee vision insurance, per RFP 17-13424-MA, by and between the City of Lubbock and Davis Vision, and related documents.

Jarrett Atkinson, City Manager; and Travis Sartain, Advisor with Marsh & McLennan Agency, gave comments and answered questions from City Council.

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

Motion by Council Member Jeff Griffith, seconded by Council Member Karen Gibson to approve Resolution No. 2017-R0340.

Vote: 7 - 0 Motion carried

7. 19. **Resolution - City Secretary:** Resolution No. 2017-R0341 confirming the City Manager's appointment of Jimmy Castillo to the Civil Service Commission.

Jarrett Atkinson, City Manager, gave comments and answered questions from City Council.

Motion by Council Member Shelia Patterson Harris, seconded by Mayor Pro Tem Latrelle Joy to approve Resolution No. 2017-R0341.

Vote: 7 - 0 Motion carried

8:33 P.M. CITY COUNCIL ADJOURNED

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

The September 14, 2017 Regular City Council Meeting minutes were approved by the City Council on the 12th day of October, 2017.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

Regular City Council Meeting **6. 1.**

Meeting Date: 10/12/2017

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 1 amending the FY 2017-18 Budget for municipal purposes respecting the grant fund to accept and appropriate funding from the Federal Transit Administration (FTA) for the FY 2016 Section 5339 Grant; providing for filing; and providing for a savings clause.

Item Summary

Accept and appropriate $309,500 from FTA for the Section 5339 Grant, which includes a Transportation Development Credit of $61,900.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment #1

Grant Detail Sheet

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2017-18 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR THE FY 2016 SECTION 5339 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 2017-18 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 2017-18 (Budget Amendment #1) for municipal purposes, as follows:

I. Accept and appropriate $309,500 from FTA for the Section 5339 Grant, which includes a Transportation Development Credit of $61,900.

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:

D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1718 Amend1.ord
October 2, 2017

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
October 12, 2017

Administrative Information:

City Assigned Grant Number:	
Grant Name:	FY16 Section 5339 Bus & Bus Facilities
Grant Effective Date:	8/1/2017-3/31/2018
Grant Provider/Agency:	Federal Transit Administration
Transportation Development Credit Match	$61,900

Budget Information:	**Cost**
Grant Appropriation Detail	
Capital Outlay	$ 309,500
Total Appropriation	$ 309,500

Regular City Council Meeting **6. 2.**

Meeting Date: 10/12/2017

Information

Agenda Item

Resolution - Finance: Consider a resolution expressing intent to finance expenditures to be incurred for various capital projects and equipment approved by the City Council in the FY 2017-18 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.

Item Summary

The City will issue bonds during FY 2017-18 to fund projects the City Council approved in the FY 2017-18 Capital Program. To allow capital projects to be completed within prescribed time frames, design, engineering, and construction costs may be incurred prior to delivery of the bond proceeds. For the costs to be eligible for reimbursement with bond proceeds, the City must declare its intent to reimburse bond-funded costs that are incurred prior to the bond issuance.

Fiscal Impact

The total cost of projects funded is $40,220,000 and the maximum principal amount of Obligations to be issued will not exceed $45,000,000.

The annual debt service is 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 respective Enterprise and Governmental Funds where the projects are incurred.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution Expressing Intent

RESOLUTION EXPRESSING INTENT TO
FINANCE EXPENDITURES TO BE INCURRED

WHEREAS, the City of Lubbock, Texas (the "Issuer") is a political subdivision of the State of Texas authorized to finance its activities by issuing debt obligations, which may include obligations the interest on which is excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (collectively, the "Obligations");

WHEREAS, the Issuer will make or has made, not more than 60 days prior to the date hereof, payments for capital expenditures with respect to the acquisition, construction, reconstruction, renovation or equipment of the projects listed on Exhibit A attached hereto;

WHEREAS, the Issuer has concluded that it does not currently desire to issue Obligations to finance costs associated with the projects listed on Exhibit A attached hereto;

WHEREAS, the Issuer desires to reimburse itself for capital expenditures associated with the projects listed on Exhibit A attached hereto from the proceeds of Obligations to be issued subsequent to the date hereof; and

WHEREAS, the Issuer reasonably expects to issue Obligations to reimburse itself for the costs associated with the projects listed on Exhibit A attached hereto.

NOW, THEREFORE, be it resolved that:

Section 1. The Issuer reasonably expects to reimburse itself for capital expenditures that have been or will be paid subsequent to the date that is 60 days prior to the date hereof, but not more than 18 months after the date hereof, and that are to be paid in connection with the acquisition, construction, reconstruction, renovation or equipment of the projects listed on Exhibit A attached hereto from the proceeds of Obligations to be issued subsequent to the date hereof.

Section 2. The Issuer reasonably expects that the maximum principal amount of Obligations issued to reimburse the Issuer for the costs associated with the property listed on Exhibit A attached hereto will not exceed $45,000,000.

ADOPTED THIS _____ day of _____, 2017, by the City Council of the City of Lubbock, Texas.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

_____
Jerry V. Kyle, Jr.
Bond Counsel

Regular City Council Meeting **6. 3.**

Meeting Date: 10/12/2017

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing the City Manager to approve change orders for $50,000 or less.

Item Summary

Texas Local Government Code Section 252.048(c) provides that the governing body of municipalities may grant general authority to approve change orders to an administrative official within the amounts specified. Granting the authority to approve change orders as specified by the Local Government Code to the City Manager, or his designee, will help expedite the performance of City business.

Fiscal Impact

None

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution - City Manager to Approve Change Orders

RESOLUTION

WHEREAS, the Texas Local Government Code at Section 252.048(c) authorizes the governing body of a municipality to grant general authority to an administrative official of the municipality to approve change orders involving an increase or decrease of $50,000 or less; and

WHEREAS, the current City of Lubbock policy, as set forth in Resolution No. 2005-R0065 adopted February 10, 2005, provides that the Purchasing Manager of the City of Lubbock may approve routine contract change orders involving an increase or decrease of $25,000 or less; and

WHEREAS, the City Council finds it to be in the best interest of the citizens of the City of Lubbock to expedite the performance of city business by revising city policy herein to grant the City Manager of the City of Lubbock, or his designee, to approve routine contract change orders involving an increase or decrease of $50,000 or less; NOW THEREFORE:

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

THAT Section 1 of Resolution No. 2005-R0065 is hereby amended to read as follows:

THAT the City Manager of the City of Lubbock, or his designee, is hereby authorized and directed to approve routine contract change orders involving an increase or decrease of $50,000 or less.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

ccdocs/RES.ChangeOrders
09.13.17

Regular City Council Meeting **6. 4.**

Meeting Date: 10/12/2017

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing 3 Lubbock Power and Light (LP&L)5-foot underground utility easements and 2 LP&L transformer pad easements located in Lots 286, 296, 298, 301, 302, Lakeridge Estates of Lubbock Addition to the City of Lubbock, Lubbock County, Texas, 106th Street and Salem Avenue.

Item Summary

Consider an ordinance abandoning and closing 3 LP&L 5-foot underground utility easements and 2 LP&L transformer pad easements located in Lots 286, 296, 298, 301, 302, Lakeridge Estates of Lubbock Addition to the City of Lubbock, Lubbock County, Texas

The easements are no longer needed on these lots. New easements have been dedicated to replace the closed easements. LP&L is in agreement with these closures.

Fiscal Impact

None

Staff/Board Recommending

Mark Yearwood, Assistant City Manager
L. Wood Franklin, P.E. Director of Public Works

Attachments

Ordinance -Abandon and Close Underground Utility Easements and Transformer Pads-Lakeridge Estates

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING THREE 5-FOOT UNDERGROUND UTILITY EASEMENTS AND TWO TRANSFORMER PAD EASEMENTS LOCATED IN LOTS 286, 296, 298, 301 AND 302, LAKERIDGE ESTATES OF LUBBOCK ADDITION, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the 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 are hereby closed, vacated and abandoned for easement purposes and for public use, such easements 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 _____, 2017.

Passed by the City Council on second reading this _____day of _____, 2017.

_____
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 & 2 Transformer Pedestal Easements.ord
11.18.16

AMD ENGINEERING, LLC

EXHIBIT "A"

5' UNDERGROUND UTILITY EASEMENT CLOSURE

The West five (5') feet of Lot 286, Lakeridge Estates of Lubbock, an Addition to the City of Lubbock, Lubbock County, Texas, as recorded in County Clerk File Number 2014009965, Official Public Records of Lubbock County, Texas.

Job No. 16143

April 21, 2017

Charles Lynn Sawyer
Registered Professional Land Surveyor No. 5809

STATE OF TEXAS
REGISTERED
CHARLES LYNN SAWYER
5809
PROFESSIONAL
LAND SURVEYOR

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AMD ENGINEERING, LLC

EXHIBIT "B"

5' UNDERGROUND UTILITY EASEMENT CLOSURE

The West five (5') feet of Lot 302, Lakeridge Estates of Lubbock, an Addition to the City of Lubbock, Lubbock County, Texas, as recorded in County Clerk File Number 2014009965, Official Public Records of Lubbock County, Texas.

Job No. 16143

April 21, 2017

Charles Lynn Sawyer
Registered Professional Land Surveyor No. 5809

STATE OF TEXAS
REGISTERED
CHARLES LYNN SAWYER
5809
PROFESSIONAL
LAND SURVEYOR

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AMD ENGINEERING, LLC

EXHIBIT "C"

5' UNDERGROUND UTILITY EASEMENT CLOSURE

The West five (5') feet of Lot 296, Lakeridge Estates of Lubbock, an Addition to the City of Lubbock, Lubbock County, Texas, as recorded in County Clerk File Number 2014009965, Official Public Records of Lubbock County, Texas.

Job No. 16143

April 21, 2017

Charles Lynn Sawyer
Registered Professional Land Surveyor No. 5809

STATE OF TEXAS
REGISTERED
CHARLES LYNN SAWYER
5809
PROFESSIONAL
LAND SURVEYOR

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AMD ENGINEERING, LLC

EXHIBIT "D"

TRANSFORMER PAD EASEMENT CLOSURE

Metes and Bounds description on a 24 square foot tract of land out of Lot 301, Lakeridge Estates of Lubbock, an Addition to the City of Lubbock, Lubbock County, Texas, as recorded in County Clerk File Number 2014009965, Official Public Records of Lubbock County, Texas, and out of Section 16, Block E-2, Lubbock County, Texas, and being further described by metes and bounds as follows:

Beginning at a point for the Southwest corner of said Lot 301, Lakeridge Estates of Lubbock, an Addition and for the Southwest and beginning point of this easement;

Thence N01°46'35"E, a distance of 4.0 feet to a point for the Northwest corner of this easement;

Thence S88°13'46"E, a distance of 6.0 feet to a point for the Northeast corner of this easement;

Thence S01°46'35"W, a distance of 4.0 feet to a point for the Southeast corner of this easement;

Thence N88°13'46"W, a distance of 6.0 feet to the Point of Beginning.

The basis of bearing for the information shown hereon is Texas State Plane Grid North Central Zone (NAD83) based on OPUS GPS Observations.

Job No. 16143

April 21, 2017

Charles Lynn Sawyer
Registered Professional Land Surveyor No. 5809

STATE OF TEXAS
REGISTERED
CHARLES LYNN SAWYER
5809
PROFESSIONAL
LAND SURVEYOR

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AMD ENGINEERING, LLC

EXHIBIT "E"

TRANSFORMER PAD EASEMENT CLOSURE

Metes and Bounds description on a 24 square foot tract of land out of Lot 298, Lakeridge Estates of Lubbock, an Addition to the City of Lubbock, Lubbock County, Texas, as recorded in County Clerk File Number 2014009965, Official Public Records of Lubbock County, Texas, and out of Section 16, Block E-2, Lubbock County, Texas, and being further described by metes and bounds as follows:

Beginning at a point for the Southwest corner of said Lot 298, Lakeridge Estates of Lubbock, an Addition and for the Southwest and beginning point of this easement;

Thence N01°46'35"E, a distance of 4.0 feet to a point for the Northwest corner of this easement;

Thence S88°13'46"E, a distance of 6.0 feet to a point for the Northeast corner of this easement;

Thence S01°46'35"W, a distance of 4.0 feet to a point for the Southeast corner of this easement;

Thence N88°13'46"W, a distance of 6.0 feet to the Point of Beginning.

The basis of bearing for the information shown hereon is Texas State Plane Grid North Central Zone (NAD83) based on OPUS GPS Observations.

Job No. 16143

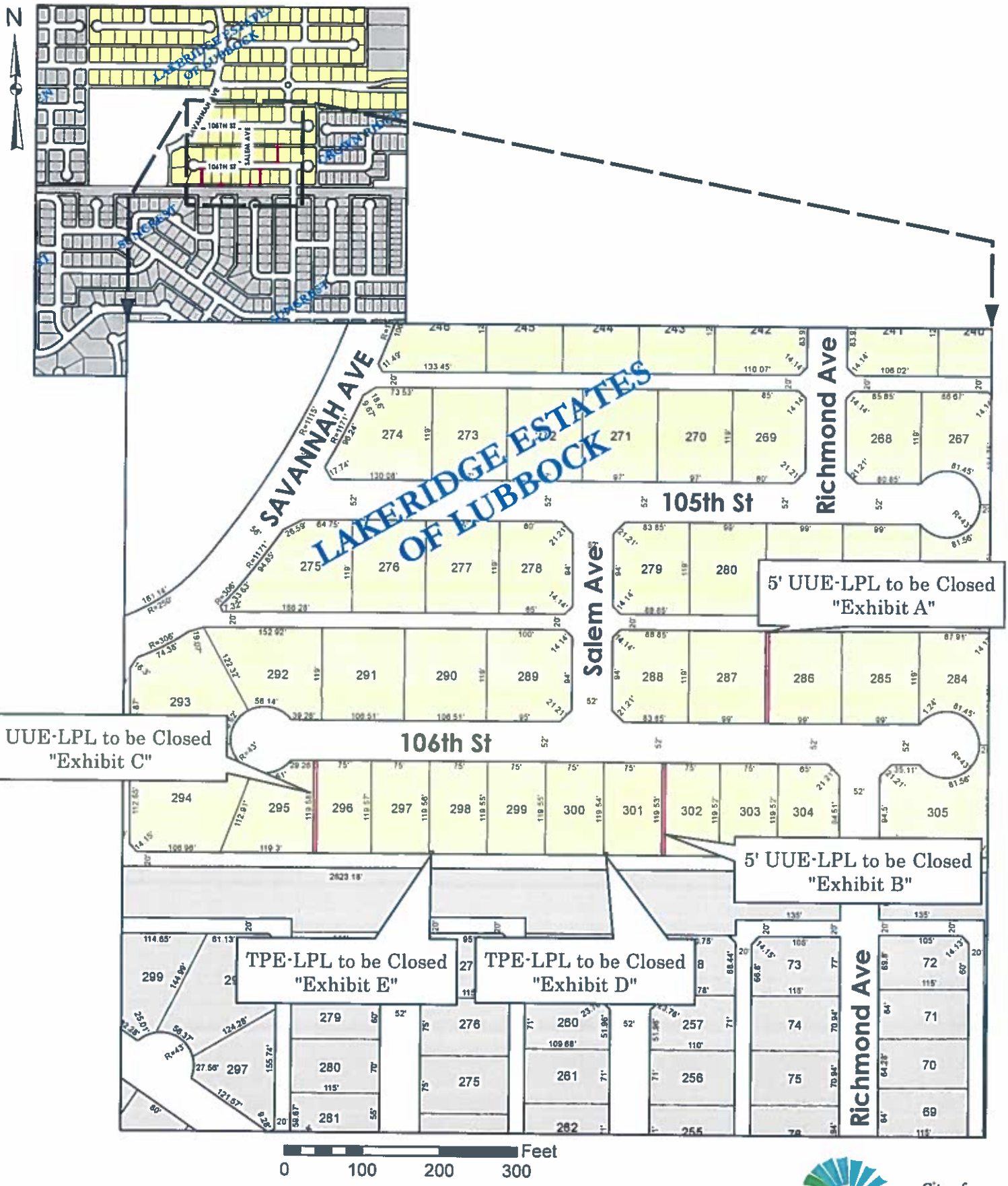
April 21, 2017

Charles Lynn Sawyer
Registered Professional Land Surveyor No. 5809

STATE OF TEXAS
REGISTERED
CHARLES LYNN SAWYER
5809
PROFESSIONAL
LAND SURVEYOR

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Proposed Closing of Three 5' wide LP&L Underground Utility Easements Located in Lot 286 (Exhibit A), Lot 302 (Exhibit B) and Lot 296 (Exhibit C), and
Two 4'x6' LP&L Transformer Pads Located in Lot 301 (Exhibit D) and Lot 298 (Exhibit E)
Lakeridge Estates of Lubbock Addition



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

City of Lubbock TEXAS

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

Meeting Date: 10/12/2017

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing portions of 2 storm water storage and drainage easements located in Section 4, Block AK, Lubbock County, Texas, south of FM 1585 & west of Indiana Avenue.

Item Summary

This ordinance abandons and closes portions of 2 storm water storage and drainage easements located in Section 4, Block AK, which is south of FM 1585 and west of Indiana Avenue. Plans have been approved for the cut/fill and playa reclamation and will commence work according to those plans. Street Drainage Department and Storm Water Management Engineering Department are in agreement with the easement closures.

Fiscal Impact

None

Staff/Board Recommending

Mark Yearwood, Assistant City Manager
L. Wood Franklin, P.E. Director of Public Works

Attachments

Ordinance - Abandon and Close Portions of Easements-Block AK Section 4

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING PORTIONS OF A STORMWATER STORAGE EASEMENT AND A DRAINAGE EASEMENT LOCATED IN SECTION 4, BLOCK AK, 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 are hereinafter described shall BE and the same are hereby closed, vacated and abandoned for easement purposes and for public use, such easements being more particularly described in Exhibit "A" & "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 _____, 2017.

Passed by the City Council on second reading this _____day of _____, 2017 .

_____
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-SW Storage-Drainage-Section 4, Block AK
09.18.17

LAND SURVEYORS
CIVIL ENGINEERS

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

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of a 3.061 acre tract of land being a portion of a storm water storage and drainage easement as described un County Clerk File Number 2015019451 of the Official Public Records of Lubbock County, Texas, located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap found (HRA) in the Eastern boundary of said storm water storage and drainage easement for the Southeast corner of this tract which bears N. 01°45'55" E. a distance of 1688.74 feet and N. 88°14'05" W. a distance of 63.08 feet from a cross hatch nail with washer found at the Southeast corner of Section 4, Block AK, Lubbock County, Texas;

THENCE N. 88°14'05" W. a distance of 510.82 feet to a 1/2" iron rod with cap found at the Southwest corner of this tract;

THENCE N. 01°46'31" E. a distance of 572.32 feet to a 1/2" iron rod with cap found (HRA) at a corner of said storm water storage and drainage easement and the Northwest corner of this tract;

THENCE S. 88°13'29" E., along the Eastern boundary of said storm water storage and drainage easement, a distance of 232.80 feet to a 1/2" iron rod with cap found (HRA) at the Northwest corner of a 1.409 acre tract of land as described in Volume 3093, Page 169 of the Real Property Records of Lubbock County, Texas, for the most Northerly Northeast corner of this tract;

THENCE S. 01°45'55" W., continuing along the Eastern boundary of said storm water storage and drainage easement and the Western boundary of said 1.409 acre tract, at 180.00 feet pass a found 2" iron pipe found at the Southwest corner of said 1.409 acre tract, continuing along the Eastern boundary of said storm water storage and drainage easement for a total distance of 571.90 feet to a point for a corner of this tract;

THENCE S. 88°10'11" E., continuing along the Eastern boundary of said storm water storage and drainage easement, a distance of 277.92 feet to a point for a corner of said storm water storage and drainage easement and the most Easterly Northeast corner of this tract;

THENCE S. 01°49'49" W., continuing along the Eastern boundary of said storm water storage and drainage easement, a distance of 0.07 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: 133,317 square feet

August 15, 2017

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



LAND SURVEYORS
CIVIL ENGINEERS

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

EXHIBIT
"B"

METES AND BOUNDS DESCRIPTION of a 0.3571 acre tract of land being a portion of a storm water storage and drainage easement as described un County Clerk File Number 2015019451 of the Official Public Records of Lubbock County, Texas, located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set for the most Easterly Southeast corner of said storm water storage and drainage easement for the most Easterly Southeast corner of this tract which bears N. 01°45'55" E. a distance of 1409.03 feet and N. 88°14'05" W. a distance of 63.40 feet from a cross hatch nail with washer found at the Southeast corner of Section 4, Block AK, Lubbock County, Texas;

THENCE S. 46°48'30" W., along the Southern boundary of said storm water storage and drainage easement, a distance of 21.22 feet to a 1/2" iron rod with cap set for the most Southerly Southeast corner of said storm water storage and drainage easement and the most Southerly Southeast corner of this tract;

THENCE N. 88°12'49" W., continuing along the Southern boundary of said storm water storage and drainage easement, a distance of 264.70 feet to a 1/2" iron rod with cap set for the most Southerly Southwest corner of this tract;

THENCE N. 43°12'49" W., continuing along the Southern boundary of said storm water storage and drainage easement, a distance of 14.14 feet to a 1/2" iron rod with cap set for the most Westerly Southwest corner of this tract;

THENCE N. 01°47'11" E., continuing along the Southern boundary of said storm water storage and drainage easement, a distance of 54.00 feet to a 1/2" iron rod with cap set for the Northwest corner of this tract, from whence a found 1/2" iron rod with cap (HRA) bears N. 01°47'11" E. a distance of 131.00 feet;

THENCE S. 43°12'49" E. a distance of 14.14 feet to a 1/2" iron rod with cap set;

THENCE S. 88°12'49" E. a distance of 273.09 feet to a 1/2" iron rod with cap set;

THENCE N. 46°46'33" E. a distance of 9.41 feet to a 1/2" iron rod with cap set in the Eastern boundary of said storm water storage and drainage easement;

THENCE S. 01°49'49" W., along the Eastern boundary of said storm water storage and drainage easement, a distance of 45.65 feet to the Point of Beginning.

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

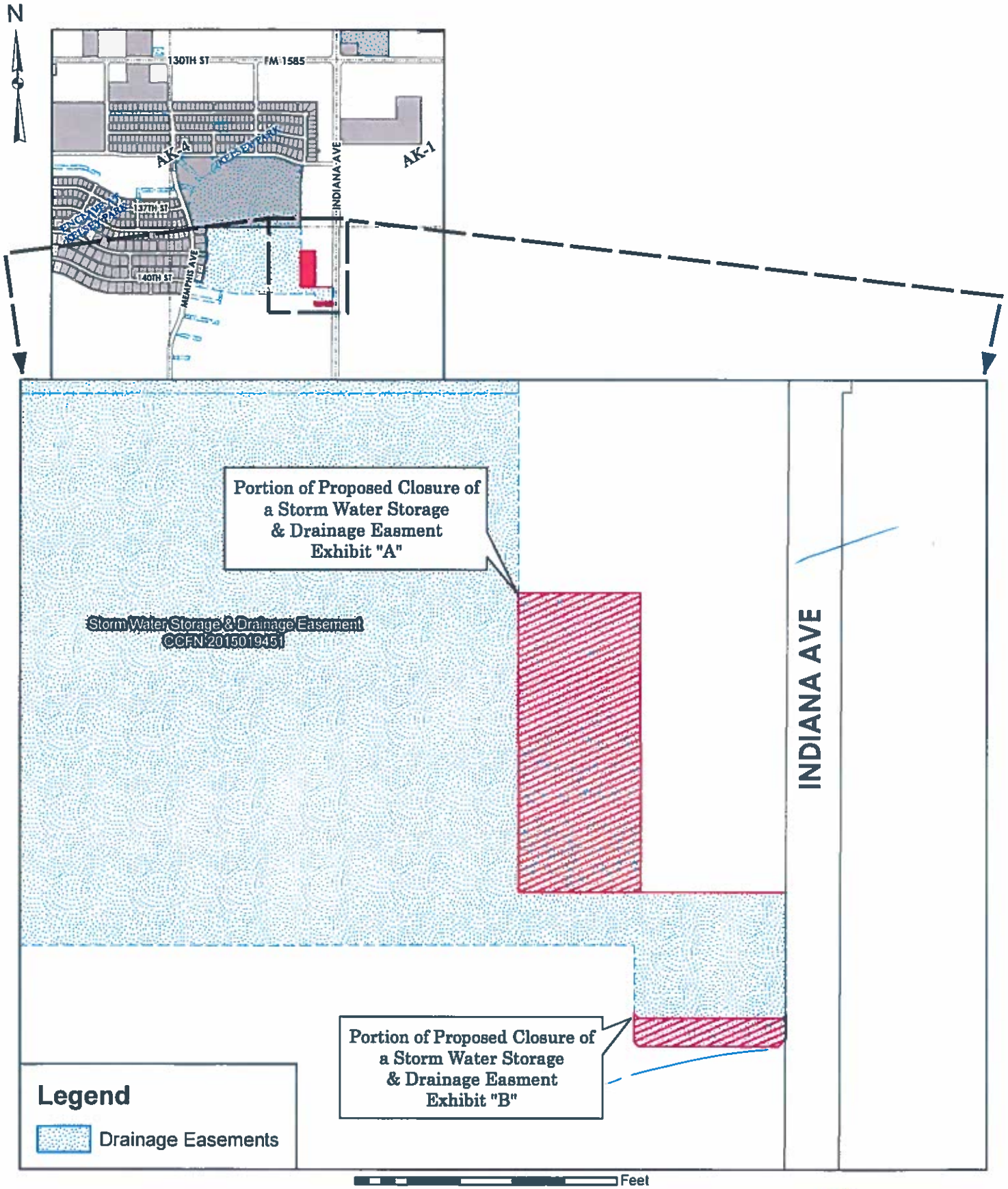
Contains: 15,554 square feet

August 15, 2017
Revised September 15, 2017 to correct square footage

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



Proposed Closure of Portions of a Storm Water Storage & Drainage Easement (CCFN 2015019451)
Located South of 130th St and West of Indiana Ave
in Section 4, Block AK



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

City of Lubbock TEXAS

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

Meeting Date: 10/12/2017

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Contract 13609 with Speedcrete, Inc., for construction of Municipal ADA Improvements at Various Locations throughout Lubbock.

Item Summary

This project is for the construction of ADA Ramps at Various Locations throughout Lubbock. These locations were chosen based on requests from citizens of Lubbock and City staff. The project consists of construction of curb and gutter, ADA ramps, alley returns, fillets, and valley gutters. The construction will bring existing non-compliant areas up to current ADA standards.

Three bids were received and opened on September 21, 2017. They were as follows:

Contractor	Amount
Speedcrete Inc. of Lubbock, TX	$157,625
Southwest Contracting and Construction of Lubbock, TX	182,069
Lone Star Dirt & Paving, Ltd. of Lubbock, TX	196,006

The bid 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.

Staff recommends contract award to the lowest bidder, Speedcrete, Inc. of Lubbock, TX, for the price of $157,625. Time for completion is 150 calendar days with liquidated damages of $150 per consecutive calendar day added.

Fiscal Impact

$15,942,452 is appropriated in Capital Improvement Project 92435, Street Maintenance Program Phase II, with $157,625 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager
L. Wood Franklin, P.E., Director of Public Works

Attachments

Resolution for 13609 Speedcrete, Inc.
Bid Form 13609 Speedcrete, 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. 13609 for Municipal ADA Improvements at Various Locations Throughout Lubbock, by and between the City of Lubbock and Speedcrete, 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:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Contract 13609 Municipal ADA Improvements at Various Locations Throughout Lubbock
09.25.2017

BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT

DATE: 9/20/17

PROJECT NUMBER: **ITB 17-13609-TF, Municipal ADA Improvements at Various Locations throughout Lubbock**

Bid of SPEEDCRETE INC. (hereinafter called Bidder)

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

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of Municipal ADA Improvements at Various Locations throughout Lubbock, 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	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Remove and legally dispose of existing hot mix pavement and all necessary incidentals to complete the work, complete and in place, per square yard.	SY	250	30	7500
2	Remove and reinstall brick pavers, including removing brick paver, storing brick, reinstalling brick, and all other incidentals necessary to complete the work.	SY	10	100	1000
3	Remove and legally dispose of existing concrete slabs, including existing driveways, alley returns, ramps, and sidewalks, including integral curbing, steel, sawing, and all necessary incidentals to complete the work, complete and in place, per square yard.	SY	311	30	9330
4	Remove and legally dispose of existing concrete curb and gutter, including sawing, and all necessary incidentals to complete the work, complete and in place, per linear foot.	LF	734	10	7340
5	Remove and replace existing sign, including supplying materials meeting City Traffic Specifications, legal disposal of existing sign, and all neccessary incidentals to complete the work, per each	EA	3	500	1500

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
6	Remove and legally dispose of existing trees, including root removal, sawing, pulling, backfill, legal disposal, and all necessary incidentals to complete the work, per each	EA	1	1000	1000
7	Standard City of Lubbock asphalt patch, Type C including 2" HMAC, flowable fill, ar all necessary incidentals to complete the work, furnished and installed, complete and in place, per square yard.	SY	94	40	3760
8	Two-sack cement flowable fill to be used as directed by engineer furnished and installed, per cubic yard	CY	10	200	2000
9	30" Curb and gutter, Standard City of Lubbock Class A concrete, including all subgrade preparation and jointing, and all necessary incidentals to complete the work, furnished and installed, complete and in place, per linear foot.	LF	734	50	36,700
10	24" Curb and gutter, Standard City of Lubbock Class A concrete, including all subgrade preparation and jointing, and all necessary incidentals to complete the work, furnished and installed, complete and in place, per linear foot.	LF	20	40	800
11	6" Portland cement concrete paving, City of Lubbock Class B concrete, used in valley gutters, fillets, median, and alley returns including all subgrade preparation, curbing, dowel bars, reinforcement, jointing and sealing, and all necessary incidentals to complete the work, furnished and installed, complete and in place, per square yard.	SY	208	100	20,800
12	4" Portland cement concrete paving, City of Lubbock Class A concrete, used in standard City of Lubbock driveways, sidewalk, and ramp landings, including all subgrade preparation, excavation, haul of excess material to approved site, curbing, retaining wall, reinforcement, dowel bars, jointing and sealing, and all necessary incidentals to complete the work, furnished and installed, complete and in place, per square yard.	SY	424	100	42,400
13	ADA ramps shown on the plans, including concrete, ramps, wingwalls, curbing, retaining wall, reinforcement, cast in place replaceable material, subgrade preparation, and all necessary incidentals to complete the work, per square foot.	SF	417	35	14595

Bidder's Initials: J.R.

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
14	ADA ramp pavers cast in place replaceable Paver to TAS specifications, including providing materials, labor, and all necessary incidentals to complete the work, per each.	EA	17	200	3400
15	Sprinkler head as directed by engineer, including providing materials, connecting to existing sprinkler system, removing old sprinkler head, testing system, and all necessary incidentals to complete the work, per each.	EA	10	150	1500
16	SWPPP, Including submitting SWPPP for City review, Providing SWPPP at construction site, Construction Site Notice, Maintenance of BMP's such as silt fences, sand bags, diversion swales and any other measures and/or incidentals. Must comply with all federal and state and local regulation including the City of Lubbock Storm Water Ordinance.	LS	1		4000
			Total Base Bid, Items (1-16)	**$**	157,625

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 **150 CALENDAR DAYS** thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **$150** 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

J. K — Bidder's Initials

Enclosed with this bid is a Cashier's Check or Certified Check for EIGHT THOUSAND **Dollars ($** 8000 **) or a Bid Bond in the sum of** _____ **Dollars ($**_____**), 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: 9/20/17

Authorized Signature

JOE RAMIREZ
(Printed or Typed Name)

SPEEDCRETE INC.
Company

P.O. Box 2332
Address

LUBBOCK, LUBBOCK
City, County

TX. 79408
State Zip Code

Telephone: 806 - 5445397

Fax: 806 - 7655014

(Seal if Bidder is a Corporation)

ATTEST:

Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____

FEDERAL TAX ID or SOCIAL SECURITY No.

46-456 6519

EMAIL: jrssi2000@yahoo.com

M/WBE Firm:						
	Woman		Black American		Native American
X	Hispanic American		Asian Pacific American		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
October 12, 2017

Capital Project Number:	92435
Capital Project Name:	Street Maintenance Program

	Budget
Encumbered/Expended	
Lone Star Dirt and Paving Contracting LTD, Contract 13257	$ 997,557
Lone Star Dirt and Paving Contracting LTD, Contract 13258	1,240,185
Bid Cost	523
Pavement Restoration, Inc. Contract 13316	550,000
Intermountain Slurry Seal, Inc. Contract 13315	3,879,952
Ergon Asphalt & Emulsions, Inc.	2,110
Asplundh Tree Expert Co.	15,202
West Materials	242,667
George McMahan Development	494,254
West Texas Paving Inc.	153,820
Agenda Item October 12, 2017	
Speedcrete, Inc. Contract 13609	157,625
Encumbered/Expended To Date	7,733,896
Estimated Costs for Remaining Appropriation	
Street Maintenance	8,208,556
Remaining Appropriation	8,208,556
Total Appropriation	$ 15,942,452

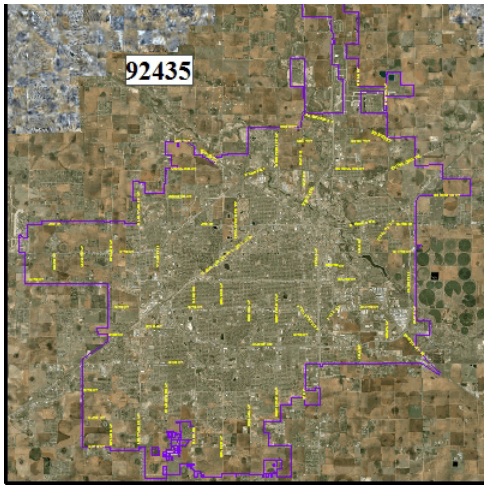
Project Name **Street Maintenance Program FY 2016-17** *Project Number* **92435**

Managing Department **Paved Streets**

Project Manager **Mike Gilliland**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Micro-surfacing, asphalt rejuvenation, asphalt milling, asphalt milling and overlay, full or partial depth pavement repair, total reconstruction, patching, crack sealing, concrete joint sealing, and brick street repair.

Project Justification

The project is a preventive maintenance program to help preserve and maintain our street infrastructure. The maintenance program is an essential tool to help extend the useful life of the pavement. Used early in a pavement's life, preventative maintenance corrects small problems before they become big problems, saves money, and improves safety and rideability. At some point, all roads require total rehabilitation as they near the end of their useful life. Total rehabilitation is completed when funding is available.

Project History

$7.0 million was appropriated in the FY 2016-17 Budget, Ord. No. 2016-O0135, October 1, 2016.
$1,942,452 was appropriated in Budget Amendment No. 36, Ord. No. 2017-O0103, September 14, 2017.
$7.0 million was appropriated in the FY 2017-18 Budget, Ord. No. 2017-O0111, October 1, 2017.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Project Amount
Construction	8,942,452	7,000,000	10,400,000	10,500,000	10,700,000	10,800,000	11,000,000	69,342,45
Total Project Appropriation	8,942,452	7,000,000	10,400,000	10,500,000	10,700,000	10,800,000	11,000,000	69,342,45

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Funding
FY 2015 Tax Supported Revenue CO's	0	538,572	0	0	0	0	0	538,57
FY 2016 General Fund Cash	1,942,452	0	0	0	0	0	0	1,942,45
FY 2017 7-Year Tax Revenue CO's	4,395,392	0	0	0	0	0	0	4,395,39
FY 2017 General Fund Cash	2,604,608	0	0	0	0	0	0	2,604,60
FY 2018 General Fund Cash	0	6,461,428	0	0	0	0	0	6,461,42
FY 2019 General Fund Cash	0	0	10,400,000	0	0	0	0	10,400,00
FY 2020 General Fund Cash	0	0	0	10,500,000	0	0	0	10,500,00
FY 2021 General Fund Cash	0	0	0	0	10,700,000	0	0	10,700,00
FY 2022 General Fund Cash	0	0	0	0	0	10,800,000	0	10,800,00
FY 2023 General Fund Cash	0	0	0	0	0	0	11,000,000	11,000,00
Total Funding Sources	8,942,452	7,000,000	10,400,000	10,500,000	10,700,000	10,800,000	11,000,000	69,342,45

		Unappropriated Planning Years					
Operating Budget Impact	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Impact
Maintenance Savings Estimated	35,000	38,500	46,200	57,750	75,075	97,600	350,12
Total Operating Budget Impact	35,000	38,500	46,200	57,750	75,075	97,600	350,12

Regular City Council Meeting **6. 7.**

Meeting Date: 10/12/2017

Information

Agenda Item

Resolution – Engineering: Consider a resolution authorizing the Mayor to execute Change Order 001 for Contract 13037 with Ace Pipe Cleaning, Inc., for the rehabilitation of Canyon Lakes Sanitary Sewer Interceptor Rehabilitation Phase 1A project.

Item Summary

The work of this project covers cleaning of selected segments of the Canyon Lakes Sanitary Sewer Interceptor that serves the Northwest and Northeast sewer sheds of Lubbock. On December 16, 2016, City Council authorized Construction Contract 13037 with Ace Pipe Cleaning, Inc. of Kansas City, Missouri with a contract price of $855,458 and 150 days construction time. Notice to Proceed was issued on February 13, 2017 and the project reached substantial completion on July 10, 2017.

Change Order 001 will reconcile the difference between the estimated bid quantities and the actual quantities. During the course of the project, several segments of the existing pipe were found to be impenetrable due to the presence of severe pipe tuberculation, blockages and pipe corrosion, therefore, the contractor was unable to clean the entire amount of contracted pipe length. Due to the reduction in bid quantities, this contract will be reduced by a credit of $126,101.09 and the impenetrable pipe segments will be replaced on Phase 2 of the Canyon Lakes Sanitary Sewer Interceptor Rehabilitation Project.

Fiscal Impact

$12,500,000 is appropriated in Capital Improvement Project 92318, Major Sanitary Sewer Mains Rehabilitation. The original contract amount of $855,458 will be reduced by a credit of $126,101.09.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager
L. Wood Franklin, P.E., Director of Public Works

Attachments

Resolution
Change Order 1 - Ace Pipe Cleaning
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. 001 to that certain Contract No. 13037 by and between the City of Lubbock and Ace Pipe Cleaning, Inc., for Canyon Lakes sanitary sewer interceptor rehabilitation phase 1A, and related documents. Said Change Order No. 001 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:

_____
Wood Franklin, Director of ~~Public~~ Works

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

cdocs/RES.ChgOrd#001Contract 13037Contract-Canyon Lakes
09.15.2017

City of Lubbock
Purchasing and Contract Management
Change Order

Contract No: 13037 Contractor: Ace Pipe Cleaning, Inc.

Change Order No. 001 Contract Title: Canyon Lakes Sanitary Sewer Interceptor Rehabilitation Phase 1A

BID/RFP No. 17-13037-TF Project Number: 92318.9242.30000

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)*:

The Work of this Project involves the cleaning and CCTV of certain sections of the Canyon Lakes Sanitary Sewer. Change Order 1 is a reconciliatory change order to resolve quantities and to indicate a completed contract. Refer to the attachment.

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:	$ 855,458.00
B.	AMOUNT OF THIS CHANGE ORDER: *Council approval required if over $25,000*	$ (126,101.09)
	COST CENTER: ACCOUNT:	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	-14.7 %
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	$ 0.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	$ (126,101.09)
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): *25% increase or decrease*	-14.7 %
G.	NEW CONTRACT AMOUNT (A+E):	$ 729,356.91

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 — Bruce Vantine, Secretary / Treasurer — Date 8/16/17

(2) PROJECT ARCHITECT/ENGINEER — Date 08/15/2017

Approved as to Content:

(3) OWNER'S REPRESENTATIVE — Date 09/15/17

Approved as to Form:

(4) CITY ATTORNEY — Date 9-15-17

(5) CAPITAL PROJECTS MANAGER — for Cheryl Brock — Date 9/22/17

(6) PURCHASING AND CONTRACT MANAGER — Date SEP 29 2017

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

CITY OF LUBBOCK

(7) MAYOR — Date

ATTEST:

(8) CITY SECRETARY — Date

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

PUR-45 (Rev 12/2012)

Lubbock Canyon Lakes Interceptor Rehabilitation - Phase 1A
Reconciliatory Change Order #1

PAY ITEM	QUANTITY	UNITS	DESCRIPTION OF ITEM	UNIT PRICE	TOTAL
ADDITIONS					
02	7	LF	Provide sediment removal of existing 24-inch diameter sanitary sewer (All Segments except Segments 9 & 10)	$ 47.00	$ 314.90
TOTAL ADDITIONS					**$ 314.90**
SUBTRACTIONS					
2a	(585)	LF	Provide sediment removal of existing 24-inch diameter sanitary sewer (Segments 9 & 10 only)	$ 47.00	$ (27,512.39)
03	(22)	LF	Provide sediment removal of existing 30-inch diameter sanitary sewer	$ 49.00	$ (1,078.00)
04	(1,362)	LF	Provide tuberculation removal of existing 24-inch diameter sanitary sewer (Segments 9 & 10 only)	$ 35.00	$ (47,670.00)
05	(28)	LF	Provide tuberculation removal of existing 30-inch diameter sanitary sewer	$ 35.00	$ (980.00)
6a	(1)	EA	Attempted tuberculation removal from existing 30-inch diameter sanitary sewer (Segment 1)	$ 10,000.00	$ (10,000.00)
07	(300)	TON	Provide removal and disposal of all internal debris removed during cleaning operations (All Segments except Segments 9 & 10)	$ 80.00	$ (24,000.00)
7a	(155)	TON	Provide removal and disposal of all internal debris removed during cleaning operations (Segments 9 & 10 only)	$ 80.00	$ (12,400.00)
08	(15)	LF	Perform closed circuit television inspection of existing sanitary sewer (all depths, pipe materials, and pipe diameters) (All Segments except Segments 9 & 10)	$ 2.00	$ (30.60)
8a	(1,373)	LF	Perform closed circuit television inspection of existing sanitary sewer (all depths, pipe materials, and pipe diameters) (Segments 9 & 10 only)	$ 2.00	$ (2,745.00)
TOTAL SUBTRACTIONS					**$ (126,415.99)**
TOTAL FOR CHANGE ORDER NO. 1					**$ (126,101.09)**

City of Lubbock, TX
Capital Project
Project Cost Detail
October 12, 2017

Capital Project Number:	92318
Capital Project Name:	Major Sanitary Sewer Mains Rehabilitation

	Budget
Encumbered/Expended	
City of Lubbock staff time	$ 51,721
Lockwood Andrews & Newnam Inc. Contract 11198	495,208
Lockwood Andrews & Newnam Contract 11908	689,403
Lockwood Andrews & Newnam Contract 12843 - Design/RPR	660,540
Utility Contractors of America Contract 12733	5,097,938
Ace Pipe Cleaning Contract 13037	855,458
Advertising	2,224
Freese and Nichols Inc. Contract 13325	18,066
UCA Contract 12733 Change Order 1	350,679
Agenda Item October 12, 2017	
Ace Pipe Cleaning Contract 13037 Change Order 1	(126,101)
Encumbered/Expended To Date	8,095,135
Estimated Costs for Remaining Appropriation	
Sanitary Sewer Mains Rehabilitation	4,404,865
Remaining Appropriation	4,404,865
Total Appropriation	$ 12,500,000

Project Name **Major Sanitary Sewer Mains Rehabilitation** *Project Number* **92318**

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Replacement Infrastructure**

Project Status **Approved**



Project Scope

Replacement of large diameter sanitary sewer mains located within the City of Lubbock that has reached their useful life as determined by the 2009 Sewer Collection System Master Plan.

Project Justification

The City of Lubbock's Sanitary Sewer System has large mains that have surpassed their useful design life and need to be rehabilitated or replaced. Some of these lines currently have issues with inflows and infiltration which are both regulated by the TCEQ. The rehabilitation or replacement will greatly reduce the risk of having infiltration and inflow and structural issues within these areas.

FY 17-18 Construction of Phase II Downtown Sewer Lines along Canyon Lakes

Project History

The 2009 Sewer Collection System Master Plan identified large diameter sanitary sewer mains within the City of Lubbock that need rehabilitation due to age and capacity. The Canyon Lakes Sanitary Sewer Main was identified as one of the Mains that had outlived its design life.

$1.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, October 1, 2012.
$6.0 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, October 1, 2014.
$2.0 million was appropriated in the FY 2016-17 Budget, Ord. No. 2016-O0135, October 1, 2016.
$3.0 million was appropriated in the FY 2017-18 Budget, Ord. No. 2017-O0111, October 1, 2017.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Project Amount
Construction	8,000,000	3,000,000	4,000,000	0	0	0	0	15,000,00
Design and Engineering	1,500,000	0	0	0	0	0	0	1,500,00
Total Project Appropriation	9,500,000	3,000,000	4,000,000	0	0	0	0	16,500,00

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Funding
FY 2013 Wastewater Revenue CO's	1,500,000	0	0	0	0	0	0	1,500,00
FY 2015 Wastewater Revenue CO's	6,000,000	0	0	0	0	0	0	6,000,00
FY 2017 Wastewater Revenue CO's	2,000,000	0	0	0	0	0	0	2,000,00
FY 2018 Water/Wastewater Cash	0	3,000,000	0	0	0	0	0	3,000,00
FY 2019 Water/Wastewater Cash	0	0	4,000,000	0	0	0	0	4,000,00
Total Funding Sources	9,500,000	3,000,000	4,000,000	0	0	0	0	16,500,00

		Unappropriated Planning Years					
Operating Budget Impact	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Impact
No Impact Anticipated	0	0	0	0	0	0	
Total Operating Budget Impact	0	0	0	0	0	0	

Regular City Council Meeting **6. 8.**

Meeting Date: 10/12/2017

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Contract 13702, an Agreement to Contribute Right- of- Way Funds to the State of Texas through the Texas Department of Transportation (TxDOT) regarding highway improvements on Highway No. FM 1585 from US 62/82 to US 87.

Item Summary

The portion of FM 1585 from US 62/82 to US 87 will be the first portion of Loop 88 that TxDOT will design and construct. TxDOT requires 10% local participation in roadway projects within the jurisdiction of the local government for right-of-way acquisition and utility relocation. The City of Lubbock's fixed price amount for this portion is $7.25 million. The City of Lubbock will utilize the State Infrastructure Bank (SIB) in order to spread the payments out to TxDOT over three (3) years. Payments will be due to TxDOT in February 2018, 2019, and 2020.

Fiscal Impact

$7.25 million has been appropriated in the FY 2017-18 Budget and is sufficient for this purpose.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager
L. Wood Franklin, P.E., Director of Public Works

Attachments

Resolution
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 Agreement to Contribute Right of Way Funds (Fixed Price), by and between the City of Lubbock and the State of Texas acting through the Texas Department of Transportation (TxDOT), regarding highway improvements on Highway No. FM 1585 from US 62/82 to US 87. 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:

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

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.AgrmtContributeRightofwayfunds.FM1585
09.13.17

County Lubbock
District Lubbock
ROW CSJ # 1502-01-035, 1502-01-036
CCSJ # 1502-01-029,1502-01-030
Federal Project #:TBD
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, (the "**State**"), and City of Lubbock, Texas, acting through its duly authorized officials (the "**Local Government**").

WITNESSETH

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. FM 1585 from US 62/82 to US 87, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "**Project**"); and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

WHEREAS, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW THEREFORE, the State and the Local Government do agree as follows:

County Lubbock
District Lubbock
ROW CSJ # 1502-01-035, 1502-01-036
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Not Research and Development

AGREEMENT

1. **Agreement Period**
   This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. **Termination**
   This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:
   A. The agreement is terminated in writing with the mutual consent of the parties;
   B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
   C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. **Local Project Sources and Uses of Funds**
   A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
   B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:
      1. site conditions change;
      2. work requested by the Local Government is ineligible for federal participation; or
      3. the adjustment is mutually agreed on by the State and the Local Government.
   C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local

Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.

E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.

F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

4. Real Property in Lieu of Monetary Payment

A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.

B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.

D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

Local Government:	State:
City of Lubbock	Director of Right of Way Division
1625 13th Street	Texas Department of Transportation
Lubbock, Texas 79401	125 E. 11th Street
	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

County Lubbock
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ROW CSJ # 1502-01-035, 1502-01-036
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CFDA # 20.205
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Not Research and Development

7. **Remedies**
This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

8. **Legal Construction**
If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

9. **Responsibilities of the Parties**
The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. **Compliance with Laws**
The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. **Sole Agreement**
This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

12. **Ownership of Documents**
Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

13. **Inspection of Books and Records**
The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway

Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

14. State Auditor

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

15. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

16. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17. Applicability of Federal Provisions

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

18. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

19. Disadvantaged Business Enterprise (DBE) Program Requirements

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

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

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

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.

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

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

20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this

contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

21. Lobbying Certification

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

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

22. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the

distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

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

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

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

23. Single Audit Report

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

B. If threshold expenditures of $750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://txdot.gov/inside-txdot/office/audit/contact.html

C. If expenditures are less than $750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

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

24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

County Lubbock
District Lubbock
ROW CSJ # 1502-01-035, 1502-01-036
CCSJ # 1502-01-029,1502-01-030
Federal Project #:TBD
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

_____
Daniel M. Pope, Mayor

_____
Date

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Michael G. Keenum, P.E., City Engineer

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

THE STATE OF TEXAS

_____
Gus E. Cannon, CTCM
Director, Right of Way Division
Texas Department of Transportation

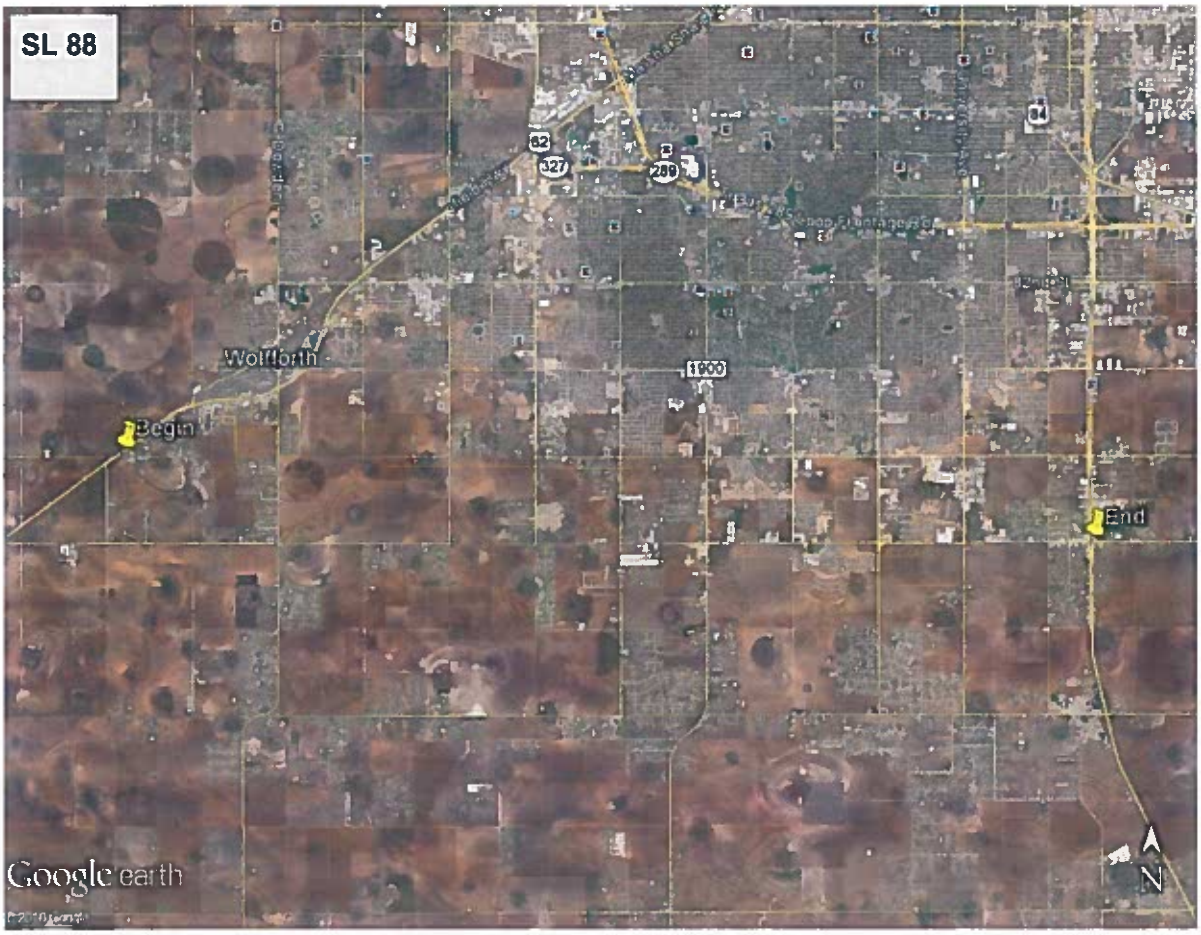
_____
Date

County Lubbock
District Lubbock
ROW CSJ # 1502-01-035, 1502-01-036
CCSJ # 1502-01-029,1502-01-030
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ATTACHMENT A
RESOLUTION OR ORDINANCE

County Lubbock
District Lubbock
ROW CSJ # 1502-01-035, 1502-01-036
CCSJ # 1502-01-029,1502-01-030
Federal Project #:TBD
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ATTACHMENT B
LOCATION MAP SHOWING PROJECT



County Lubbock
District Lubbock
ROW CSJ # 1502-01-035, 1502-01-036
CCSJ # 1502-01-029,1502-01-030
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ATTACHMENT C
PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE

County Lubbock
District Lubbock
ROW CSJ # 1502-01-035, 1502-01-036
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Standard Agreement to Contribute
State Performs Work
Periodic Payments
Attachment C

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Right of Way Acquisition	$65,000,000.00	90%	$58,500,000.00	10%	$6,500,000.00
Reimbursable Utility Adjustments	$7,500,000.00	90%	$6,750,000.00	10%	$750,000.00
Joint Bid Reimbursable Utility Adjustments	$0	0%	$0	0%	$0
	$0	0%	$0	0%	$0
	$0	0%	$0	0%	$0
TOTAL	$72,500,000.00	90%	$65,250,000.00	10%	**$7,250,000.00

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.

Local Government requested approval for periodic payments of its funding obligation pursuant to 43 TAC §15.52 and the executive Director has approved the request. Attached is completed Special Approval Form – DED Approval.

Periodic payment schedule:
Initial payment of $2,500,000.00 by the Local Government to the State on or before February 15, 2018.

Dollars $2,500,000.00 on or before February 15, 2019,
Dollars $2,250,000.00 on or before February 15, 2020,

**Local Government participation for each RCSJ:
RCSJ: 1502-01-035, ROW Acq Cost $4,000,000.00, Utility Cost $375,000.00
RCSJ: 1502-01-036, ROW Acq Cost $2,500,000.00, Utility Cost $375,000.00

DocuSign Envelope ID: 6430E5B1-C697-4D57-B5C5-DE1C7676D548

Special Approval Form – Deputy Executive Director Approval
Funding Structure
On or Off System Project
(per 43 TAC §15.52)

From: ROW Division **Date:** September 5, 2017
(District/Division)

CSJ: RCSJ: 1502-01-035, 1502-01-036, CCSJ: 1502-01-029, 1502-01-030

Local Government: City of Lubbock

Brief Project Description: Purchase ROW and adjust reimbursable utilities for FM 1585 widening.

Request for approval of a nonstandard local government funding structure:

Funding Structure: Specified Percentage _____ Periodic Payments x

APPROVED: DocuSigned by: Marc D Williams 5E1B33AE1577492E... **DATE:** 9/7/2017

Marc D. Williams, P.E.
Deputy Executive Director

Periodic payment schedule:

- Initial payment Dollars $2,500,000.00 on or before February 15, 2018.
- Dollars $2,500,000.00 on or before February 15, 2019.
- Dollars $2,250,000.00 on or before February 15, 2020.

Original: Contract Services
Copy: District or Division AFA file

Specified Percentage Agreement

If this is a **Specified Percentage Agreement** – Answer the Following Questions
(1) Does the work include work which is ineligible for federal or state participation?
Answer:
(2) Is there a need for expeditious project completion?
Answer:
(3) What is the type of work proposed and can its cost be accurately established?
Answer:
(4) Are there any other considerations relating to the benefit of the state, the traveling public, and the operations of the department?
Answer:

Periodic Payment Request

If this is a **Periodic Payment Request** – Answer the Following Questions
(1) Is the local government unable to pay its total funding share prior to the department's scheduled date for contract letting, based upon population level, bonded indebtedness, tax base, and tax rate?
Answer: **No**
(2) What has been the past payment performance of the Local Government? (The Local Government may not have a delinquent obligation to the department. Contact Finance Division, Accounting Management Section at 512-486-5376.)
Answer: **No past payment performance issues with City of Lubbock. City of Lubbock does not have delinquent obligations to the department for ROW.**
(3) Is there a need for expeditious project completion?
Answer: **Yes, the first construction CSJ is letting in 2019. There are several business and residences that will be acquired. This will need additional time relocate the individuals in order to have the ROW Clear and utilities adjusted prior to letting.**
(4) Is the project located in a local government that consists of all or a portion of an economically disadvantaged county?
Answer: **No**
(5) Are there any other considerations relating to the benefit of the state, the public, and the operations of the department?
Answer: Due to the budgeting time frame and limited funds available of City of Lubbock it is necessary to include periodic payments in the agreement. Approval allows ROW Division to continue processing the Local Government ROW Agreement. This will allow ROW Division to continue with acquiring property and adjusting utilities in a timely manner to avoid conflicts or delays with construction. Periodic funding allows the initial payment and remainder payments to be included in the cities next budget cycles.

Regular City Council Meeting **6. 9.**

Meeting Date: 10/12/2017

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute a Master Agreement Governing Local Transportation Project Advance Funding Agreements with the State of Texas through the Texas Department of Transportation (TxDOT).

Item Summary

A Master Advanced Funding Agreement (MAFA) with TxDOT is a tool to improve efficiency and help streamline the process of negotiating separate agreements with TxDOT for every project. This agreement will establish boilerplate language and the basis for future projects with TxDOT as long as the agreement is in effect. It eliminates the need to review and negotiate general contract terms when negotiating agreements for specific projects. Local Project Advance Funding Agreements (LPAFA) will still occur on a project specific basis but will be much simpler in scope with the implementation of the MAFA. No financial terms are established in the MAFA but will be defined in future LPAFAs based on the project specific needs.

Fiscal Impact

None.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager
L. Wood Franklin, P.E., Director of Public Works

Attachments

Resolution
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 Master Agreement Governing Local Transportation Project Advance Funding Agreements, by and between the City of Lubbock and the State of Texas acting through the Texas Department of Transportation (TxDOT). 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:

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

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.MAFA
09.21.17

STATE OF TEXAS §

COUNTY OF TRAVIS §

MASTER AGREEMENT
GOVERNING
LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENTS

THIS MASTER AGREEMENT (MAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and the **City of Lubbock**, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, the Moving Ahead for Progress in the 21st Century Act (MAP-21) codified under Title 23 U.S.C. Section 101 et seq., authorizes transportation programs to meet the challenges of improving safety, maintaining infrastructure condition, reducing traffic congestion, improving efficiency of the system and freight movement, protecting the environment, and reducing delays in project delivery; and

WHEREAS, MAP-21 establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, Title 23 U.S.C. Section 134 requires that Metropolitan Planning Organizations and the States' Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the governing terms of this Master Agreement will provide for efficient and effective contract administration of the types of Local Project Advance Funding Agreements (LPAFA) listed in Attachment A; and,

WHEREAS, the Texas Government Code, Section 441.189 allows any state record to be created or stored electronically in accordance with standards and procedures adopted as administrative rules of the Texas State Library and Archives Commission; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Master Agreement by resolution or ordinance, which is attached hereto and made a part of this Master Agreement as Attachment B.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. **Period of the Agreements**
   This Master Agreement and the Local Project Advance Funding Agreements (LPAFAs) subject to this Master Agreement become effective when signed by the last party whose signing makes the

respective agreements fully executed. This Master Agreement shall remain in effect until terminated as provided in Article 2.

2. **Termination of this Master Agreement**
   This agreement may be terminated by any of the following conditions:
   a. by mutual written consent and agreement of all parties.
   b. by any party with 90 days written notice. If this Master Agreement is terminated under this clause, all existing, fully executed LPAFAs made under this Master Agreement shall automatically incorporate all the provisions of this Master Agreement.
   c. by either party, upon the failure of the other party to fulfill the obligations as set forth in this Master Agreement.

3. **Termination of the Local Project Advance Funding Agreement (LPAFA)**
   An LPAFA shall remain in effect until the project is completed and accepted by all parties, unless:
   a. the agreement is terminated in writing with the mutual consent of the parties, or;
   b. because of a breach of this Master Agreement or a breach of the Local Project Advance Funding Agreement. Any cost incurred due to a breach of contract shall be paid by the breaching party.
   c. After the PS&E the local government may elect not to provide the funding and the project does not proceed because of insufficient funds, in which case, the local government agrees to reimburse the State for its reasonable actual costs incurred during the project.
   d. Conditions for termination as specified in the LPAFA are fulfilled.

4. **Amendments**
   a. Amendment of this Master Agreement by Notice with Mutual Consent: The State may notify the Local Government of changes in this Master Agreement resulting from changes in federal or state laws or rules or regulations and these changes in the Master Agreement shall be incorporated into this agreement unless the State is notified by the Local Government within 60 days. From time to time, the State may issue numbered restatements of this MAFA to wholly reflect its amendments.
   b. This Master Agreement may be amended due to changes in the agreement or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.
   c. The notice of amendment and the amendment to this Master Agreement may be in an electronic form to the extent permitted by law and after a prior written consent of the parties to this agreement is made.
   d. Amendments to the LPAFAs due to changes in the character of the work or terms of the agreement, or responsibilities of the parties relating to a specific project governed under this Master Agreement may be enacted through a mutually agreed upon, written amendment to the LPAFA.

5. **Remedies**
   This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

6. **Utilities**
   If the required right of way encroaches upon existing utilities and the proposed project requires their adjustment, removal or relocation, the Local Government will be responsible for determining the scope of utility work and notify the appropriate utility company to schedule adjustments, unless specified otherwise in a specific LPAFA under other provisions of this MAFA.

   The Local Government shall be responsible for the adjustment, removal or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies and procedures. This

includes, but is not limited to: 43 TAC §15.55 relating to Construction Cost Participation; 43 TAC §21.21 relating to State Participation in Relocation, Adjustment, and/or Removal of Utilities; and, 43 TAC§ 21.31 et seq. relating to Utility Accommodation. The Local Government will be responsible for all costs associated with additional adjustment, removal, or relocation during the construction of the project, unless this work is provided by the owners of the utility facilities:

a. per agreement;
b. per all applicable statutes or rules, or;
c. as specified otherwise in a LPAFA.

Prior to letting a construction contract for a local project, a utility certification must be made available to the State upon request stating that all utilities needing to be adjusted for completion of the construction activity have been adjusted.

7. **Environmental Assessment and Mitigation**
Development of a local transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.
   a. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement, unless provided for otherwise in the specific project agreement.
   b. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation, unless provided for otherwise in the specific project agreement.
   c. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, unless provided for otherwise in the specific project agreement.
   d. The Local Government shall provide the State with written certification from appropriate regulatory agency(ies) that identified environmental problems have been remediated, unless provided for otherwise in the specific project agreement.
   e. Before the advertisement of bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency of agencies that all environmental clearances have been obtained.

8. **Compliance with Texas Accessibility Standards and ADA**
All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this Master Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

9. **Architectural and Engineering Services**
Any party to this contract may have responsibility for effecting the performance of architectural and engineering services. Or, the parties may agree to be individually responsible for portions of this work. The LPAFA shall define the party responsible for performance of this work.

The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges,* and the special specifications and special provisions related thereto, unless specifically stated otherwise in the LPAFA and approved by the State.

In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases.

Professional services contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

10. Construction Responsibilities

a. Unless specifically provided for otherwise in the LPAFA, the State shall advertise for construction bids, issue bid proposals, receives and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
b. All contract letting and award procedures must be approved by the State prior to letting and award of the construction contract, whether the construction contract is awarded by the State or by the Local Government.
c. All contract change order review and approval procedures must be approved by the State prior to start of construction.
d. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
e. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Part B.

11. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in the LPAFA or other prior existing maintenance agreement with the Local Government.

12. Local Project Sources and Uses of Funds

a. The total estimated cost of the Project will be clearly stated in the local project agreement. The expected cash contributions from the federal, state, Local Governments or other parties will be clearly stated. The State will pay for only those project costs that have been approved by the Texas Transportation Commission.
b. A project cost estimate showing the estimated contributions in kind or in cash for each major area of the local project will be provided in the LPAFA. This project cost estimate will show how necessary resources for completing the project will be provided by major cost categories. These categories include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
c. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local project. Federal share of the project will be reimbursed to the local government on a cost basis.
d. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project in excess of the approved local project budget, unless otherwise provided for in the LPAFA.
e. Following execution of the LPAFA, but prior to the performance of any review work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation" in the amount specified in the LPAFA. The Local Government

will pay at a minimum its funding share for the estimated cost of preliminary engineering for the project, unless otherwise provided for in the LPAFA.

f. Sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs, unless otherwise provided for in the LPAFA.
g. Upon completion of the Project, the State will perform an audit of the local project costs. Any funds due to the Local Government, the State, or the Federal government will be promptly paid by the owing party.
h. The State will not pay interest on any funds provided by the Local Government.
i. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local project, unless this agreement is terminated at the request of the Local Government prior to completion of the project.
j. If the local project has been approved for a "specified percentage" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the LPAFA will clearly state the amount of the specified percentage or the incremental payment schedule.
k. The Texas Comptroller of Public Accounts has determined that certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years. The LPAFA will reflect adjustments to the standard financing arrangement based on this designation.
l. The State will not execute the contract for the construction of a local project until the required funding has been made available by the Local Government in accordance with the LPAFA.

13. Right of Way and Real Property

The Local Government is responsible for the provision and acquisition of any needed right of way or real property, unless the State agrees to participate in the provision of right of way under the procedures described herein as parts A and B of this provision.

Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

If the Local Government is the owner of any part of a project site under an LPAFA, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work under the LPAFA.

All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

If the local government purchases right of way for a local government street, title will be acquired in the name of the local government in accordance with applicable laws unless specifically stated otherwise in the LPAFA and approved by the State.

If the State participates in the purchase of right of way for the state, it will be under the processes established in the following paragraphs A or B, and the selected option shall be specified in the LPAFA.

A. Purchase By the State for the State

The State will assume responsibility for acquisition of all necessary right of way for the highway project. The Local Government will voluntarily contribute to the State funds equal to

ten (10) percent of the cost of the right of way for the proper development and construction of the state highway system and shall transmit to the State a warrant or check payable to the Texas Department of Transportation when notified by the State of the estimated cost of the right of way. If the amount is found insufficient to pay the Local Government's obligation, then the Local Government, upon request of the State, will supplement this amount in such amount as requested by the State. Upon completion of the highway project and in the event the total amount paid by the Local Government is more than ten (10) percent of the actual cost of the right of way, any excess amount will be returned to the Local Government. Cost of the right of way by the State shall mean the total value of compensation paid to owners, including but not limited to utility owners, for their property interests either through negotiations or eminent domain proceedings.

B. Purchase by the Local Government for the State

Purchase: Right of way purchases shall be a joint effort of the State and the Local Government. Acquisition of right of way shall be in accordance with the terms of this agreement and in accordance with applicable Federal and State laws governing the acquisition policies for acquiring real property. The State agrees to reimburse the Local Government for its share of the cost of such right of way providing acquisition when it has been authorized to proceed by the State.

Location Surveys and Preparation of Right of Way Data: The State, without cost to the Local Government, will do the necessary preliminary engineering and title investigation in order to supply to the Local Government the data and instruments necessary to obtain acceptable title to the desired right of way.

Determination of Right of Way Values: The Local Government agrees to make a determination of property values for each right of way parcel by methods acceptable to the Local Government and to submit to the State's District Office a tabulation of the values so determined, signed by the appropriate Local Government representative. Such tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any), and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. Such work will be performed by the Local Government at its expense without cost participation by the State. The State will review the data submitted and may base its reimbursement on the values which are determined by this review. The State, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by State employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for State reimbursement. If at any stage of the project development it is determined by mutual-agreement between the State and Local Government that the requirement for the Local Government to submit to the State property value determinations for any part of the required right of way should be waived, the Local Government will make appropriate written notice to the State of such waiver, such notice to be acknowledged in writing by the State. In instances of such waiver, the State by its due processes and at its own expense will make a determination of values to constitute the basis for State reimbursement.

Negotiations: The State will notify the Local Government as soon as possible as to the State's determination of value. Negotiation and settlement with the property owner will be the responsibility of the Local Government without participation by the State; however, the Local Government will notify the State immediately prior to closing the transaction so that a

current title investigation may be made to determine if there has been any change in the title. The Local Government will deliver properly executed instruments of conveyance which together with any curative instruments found to be necessary as a result of the State's title investigation will be properly vest title in the State for each right of way parcel involved. The costs incidental to negotiation and the costs of recording the right of way instruments will be the responsibility of the Local Government. The cost of title investigation will be the responsibility of the State.

Condemnation: Condemnation proceedings will be initiated at a time selected by the Local Government and will be the Local Government's responsibility at its own expense except as hereinafter indicated. The Local Government will obtain from the State without cost current title information and engineering data at the time condemnation are to be indicated. Except as hereinafter set forth the Local Government will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the State, and in each case so filed the judgment of the court will decree title to the property condemned to the State. The Local Government may, as set forth herein under "Excess Takings" and where it is determined to be necessary, enter condemnation proceedings in its own name. Property acquired in the Local Government's name for the State must comply with requirements set forth in the engineering data and title investigation previously furnished to the Local Government by the State at such time as the Local Government conveys said property to the State.

Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense: Court costs and costs of Special Commissioners' hearings assessed against the State or Local Government in condemnation proceedings conducted on behalf of the State and fees incident thereto will be paid by the Local Government. Such costs and fees, with the exception of recording fees, will be eligible for ninety (90) percent State reimbursement under the established reimbursement procedure provided such costs and fees are eligible for payment by the State under existing law. Where the Local Government uses the State's appraisers employed on a fee basis in Special Commissioners' hearings or subsequent appeals, the cost of the appraiser for updating the report, for preparing new reports, preparing for court testimony and appearing in court to testify in support of the appraisal will be paid direct by the Local Government, but will be eligible for ninety (90) percent State reimbursement under established procedure provided prior approval for such appraiser has been obtained from the State. The fee paid the appraiser by the Local Government shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the State.

Excess Takings: In the event the Local Government desires to acquire land in excess of that requested by the State for right of way purposes, the State's cost participation will be limited to the property needed for its purposes. If the Local Government elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the Local Government and that portion requested by the State for right of way will be separately conveyed to the State by the Local Government. When acquired by negotiation, the State's participation will be based on the State's approved value of that part of the property requested for right of way purposes, provided that such approved value does not exceed actual payment made by the Local Government. When acquired by condemnation, the State's participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the State's approved value to the State's predetermined value for the whole property.

Improvements: Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain improvements, the State's approved value will include the amounts by which the upper limit of State participation will be reduced for the retention. It is further agreed that the upper limit for the State's participation in the Local Government's cost for an improved parcel will be reduced as shown in the State's approved value where the owner retains an improvement which is to be moved by either the Local Government or the owner. In the event improvements, which are, in whole or part, a part of the right of way taking are not retained by the owner; title is to be secured in the name of the State.

The State will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure which lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the State's value is established on this basis and provided that title to the entire structure is taken in the name of the State. The State shall dispose of all improvements acquired. The net revenue derived by the State from the disposition of any improvements sold through the Texas Facilities Commission will be credited to the cost of the right of way procured and shared with the Local Government.

Relocation of Utilities on Acquired State Right of Way: If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the State will establish the necessity for the utility work. State participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the Local Government's certification that the work has been completed and will be made in an amount equal to ninety (90) percent of the eligible items of cost as paid to the utility owner. The "lump sum" procedure requires that the State establishes the eligibility of the utility work and enters into a three-party agreement, with the owners of the utility facilities and the Local Government, which sets forth the exact lump sum amount of reimbursement, based on a prior appraisal. The utility will be reimbursed by the Local Government after proper certification by the utility that the work has been done, said reimbursement to be the basis of the prior lump sum agreement. The State will reimburse the Local Government in an amount equal to ninety (90) percent of the firm commitment as paid to the utility owner. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed $20,000, except as specifically approved by the State. In those cases where a single operation is estimated to exceed $20,000 the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for State reimbursement. The term "utility" under this agreement shall include publicly, privately and cooperatively owned utilities.

Fencing Requirements: The Local Government may either pay the property owner for existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the Local Government may do the fencing on the property owner's remaining property.

Where the Local Government performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an

unfenced condition will be included in the recommended value or the approved value. State participation in the Local Government's cost of constructing right of way fencing on the property owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The State will be given credit for any salvaged fencing material and will not participate in any overhead costs of the Local Government.

If State participation is to be requested on the lump sum basis, the State and the Local Government will reach an agreement prior to the actual accomplishment of the work as to the necessity, eligibility and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed $20,000, except as specifically approved by the State. In the event the cost of the fencing is estimated to exceed $20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved.

Reimbursement: The State will reimburse the Local Government for right of way acquired after the date of this agreement in amount not to exceed ninety (90) percent of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The State's reimbursement will be in the amount of ninety (90) percent of the State's predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount.

If condemnation is necessary and title is taken as set forth herein under the section entitled "Condemnation," the participation by the State shall be based on the final judgment, conditioned upon the State having been notified in writing prior to the filing of such suit and upon prompt notice being given as to all action taken therein. The State shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the State and the Local Government as provided in other sections of this agreement. If a lump sum fencing or utility adjustment agreement has been executed, the State will reimburse the Local Government in the amount of ninety (90) percent of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the Local Government prefers not to execute a lump sum agreement for either fencing or utility adjustments, the State will reimburse on the actual cost of such fencing or adjustments. The Local Government's request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

General: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the State which is needed and not yet dedicated, in use or previously acquired in the name of the State or Local Government for highway, street or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the State.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the State and the Local Government.

14. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
City Engineer	Director of Contract Services
City of Lubbock	Texas Department of Transportation
P.O. Box 2000	125 E. 11th
Lubbock, TX 79457	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

15. Legal Construction

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the state in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles
In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

21. Procurement and Property Management Standards
The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records
The parties to the agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Office of Management and Budget (OMB) Audit Requirements
The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

24. Civil Rights Compliance
The Local Government shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

25. Disadvantaged Business Enterprise Program Requirements
The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

26. Lobbying Certification
In executing this Master Agreement, each signatory certifies to the best of its knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

By executing a LPAFA under this Master Agreement, the parties reaffirm this lobbying certification with respect to the individual projects and reaffirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

27. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

_____

Daniel M. Pope, Mayor

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Michael G. Keenum

Michael G. Keenum, P.E., City Engineer

APPROVED AS TO FORM:

Kelli Leisure

Kelli Leisure, Assistant City Attorney

THE STATE OF TEXAS

By: _____

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date: _____

ATTACHMENT A

TYPES OF LPAFA FUNDING CATEGORIES UNDER THE MAFA

Federal Categories	Prefix	Federal Categories	Prefix
Interstate		**Demonstration Projects**	
Interstate	I	Hi Priority Corridor on NHS	DPR
Interstate Maintenance	IM	Rural Access Projects	DPR
Interstate 4R Discretionary	IDR	Innovative Projects	DPI
Interstate Constr. Discretionary	ID	Priority Intermodal Projects	DPM
		Congestion Corridor	IVH/ITS
Bridges		High Priority Projects	HP
Bridge Repair/Rehab On-System	BR/BH		
		Other	
National Highway System	NH		
Surface Transportation Program		Forest Highways	FH
Urban Mobility/Rehab	STP-UM		
Areas < 200,000		**STATE CATEGORIES**	
Enhancement	STP-TE		
Metro Mobility/Rehab	STP-MM	Preventive Maintenance	CPM
Urban Mobility/Rehab		Farm-to-Market/Farm-to-Market Rehab	A/AR
Urban & Rural Rehabilitation	STP-R	District Discretionary	CD
Rural Mobility Rehab	STP-RM	State Funded Rehab	C
Rail-Hwy Crossing Protective Devices	STP-RXP	Park Road	C
Rail-Hwy Crossing Hazard Elimination	STP-RXH	State Funded Mobility	C
Railroad grade Separations	STP-RGS	PASS/PASS Metro Match	C
Safety-Hazard Elimination	STP-HES	Traffic Signals, Signing & Pavement Markings	C
		Miscellaneous	C
Congestion Mitigation & Air Quality	CM	Railroad Replanking	CRX
		State Funded Landscape	C/CL
Donor State Bonus*			CLM
Any Area	DB	State Urban Street	CUS
Areas >200,000	DBM		
Areas <200,000	DBU	Others per LPAFA exception	
Minimum Guarantee	MG	Off-System Bridges Program	BROX
*ISTEA Funding Categories – Not Re-established in TEA 21			

ATTACHMENT B

RESOLUTION OR ORDINANCE

Regular City Council Meeting **6. 10.**

Meeting Date: 10/12/2017

Information

Agenda Item

Resolution - Water Utilities: Consider a resolution authorizing the Mayor to execute Contract 13423 with Evoqua Water Technologies, LLC, for the North Water Treatment Plant and South Water Treatment Plant Chlorine Dioxide Procurement Package.

Item Summary

The South Water Treatment Plant (SWTP) currently uses chlorine dioxide during the treatment of Lake Alan Henry raw water. The chlorine dioxide process maintains water quality in the distribution system by preventing nitrification and helps control the presence of adverse taste and odors in drinking water. The existing equipment at the SWTP is currently leased and the contract is expiring.

The North Water Treatment Plant (NWTP) master plan recommended renovation and replacement of many aspects of the treatment process including the carbon loop process. The carbon loop's primary purpose has been to reduce taste and odor problems common when treating surface water. The NWTP master plan recommended the addition of on-site chlorine dioxide treatment to replace the existing carbon loop system.

This procurement package includes chlorine dioxide generation equipment for both the NWTP and SWTP and non-proprietary raw chemicals used to generate chlorine dioxide. This package includes the replacement of existing equipment at the SWTP so the equipment at both facilities will be identical. This will assist operations and maintenance of facilities at both treatment plants.

One proposal was received and opened on June 22, 2017, from Evoqua Water Technologies, LLC of Sarasota, Florida, for an annual cost of $636,917.70 for 5 years, for a total contract amount of $3,184,589. According to the contract documents, the delivery and installation of the chlorine dioxide feed equipment shall be substantially completed to the point that chlorine dioxide can continuously be fed to the NWTP by January 31, 2018, and SWTP by February 28, 2018. The terms of the Agreement for equipment rental, long-term operation and maintenance services, and for supplying sodium chlorite, shall be for a period of 5 years, beginning at the date when final completion of the equipment installation is established at each water treatment plant.

The contract is awarded by the unit price. The total amount of the award is estimated based on expected quantities and actual expenditures may be more or less depending on actual need.

Fiscal Impact

$636,917.70 was appropriated for in the FY 2017-18 Water & Wastewater Fund Operating Budget.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager
L. Wood Franklin, P.E., Director of Public Works

Attachments

Resolution - Evoqua Water Technologies
Contract - Evoqua Water Technologies

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. 13423 for North Water Treatment Plant and South Water Treatment Plant Chlorine Dioxide Procurement Package, by and between the City of Lubbock and Evoqua Water Technologies, LLC, of Sarasota, Florida, 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:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

cedocs/RES.Contract No.13423EvoquaWaterTech
07.06.17

PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

DATE: 6/20/17

PROJECT NUMBER: **RFP 17-13423-TF North Water Treatment Plant and South Water Treatment Plant Chlorine Dioxide Procurement Package**

Proposal of Evoqua Water Technologies LLC (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the construction of the **North Water Treatment Plant and South Water Treatment Plant Chlorine Dioxide Procurement Package** having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the work required under the contract documents.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY1	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	North Water Treatment Plant 25% (wt/wt) Sodium Chlorite Delivery, as specified.	3,745,650	lbs.	$0.687 per pound	$2,573,261.55
2	South Water Treatment Plant 25% (wt/wt) Sodium Chlorite Delivery, as specified.	889,850	lbs.	$0.687 per pound	$611,326.95
TOTAL PROJECT (ITEMS 1-2)				**$**	$3,184,588.50

Offeror's Initials

1 At the North Water Treatment Plant, the "Estimated Quantity" is based on an annual average dose of 1.4 mg/L chlorine dioxide, an annual water allotment of 11,373,590,000 gallons of water, and a five (5) year term. At the South Water Treatment Plant, the "Estimated Quantity" is based on an annual average dose of 1.4 mg/L chlorine dioxide, an annual water allotment of 2,702,000,000 gallons of water, and a five (5) year term.

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to **substantially complete** the project as stipulated in SPECIAL CONDITIONS, Paragraph SC-2, the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of **$25** for each consecutive calendar day after substantial completion and in excess of the time to final completion set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Offerors.

Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing.

The Offeror agrees that this proposal shall be good for a period of **sixty (60)** calendar days after the scheduled closing time for receiving proposals.

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

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

_____ Offeror's Initials

Enclosed with this proposal is a Cashier's Check or Certified Check Enclosed with this proposal is a Cashier's Check or Certified Check for _____ Dollars ($_____) or a Proposal Bond in the sum of 5% of Total Bid Amount **Dollars ($_____), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.**

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

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

Date: 6/20/17

Authorized Signature

Jennifer R. Miller
(Printed or Typed Name)

(Seal if Offeror is a Corporation)

ATTEST:

See Attached Officer's Certificate
Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 6/19/2017
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

Evoqua Water Technologies LLC
Company
2650 Tallevast Road
Address
Sarasota, Manatee
City, County
Florida, 34243
State Zip Code
Telephone: 941 - 359-7930
Fax: 941 - 359-7985
Email: municipalservices@evoqua.com

FEDERAL TAX ID or SOCIAL SECURITY No.

80-0909020

M/WBE Firm: N/A

	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)

Regular City Council Meeting **6. 11.**

Meeting Date: 10/12/2017

Information

Agenda Item

Resolution – Water Utilities: Consider a resolution authorizing the Mayor to execute an Interlocal Wholesale Wastewater Sales contract with the Texas Department of Criminal Justice (TDCJ), for continued wastewater services outside the City of Lubbock municipal boundaries, at the John T. Montford Prison Unit.

Item Summary

In August 1993, the City of Lubbock entered into a water supply and wastewater collection contract with the TDCJ to facilitate the construction of a new psychiatric support facility within Lubbock County for the detention, treatment, education, rehabilitation, and reformation of sentenced felons. Once constructed, the facility was named the John Montford Unit. The Unit was constructed outside of the city limits and is located at 8602 Peach Avenue.

The initial contract included provisions for the TDCJ to be charged the same commercial wastewater rates that businesses within the city limits were charged. After the original contract expired, the TDCJ continued paying commercial rates for wastewater services to the Montford Unit until the City Council adopted a wholesale wastewater ordinance in December 2016. City staff notified the TDCJ that the Montford Unit's wastewater rates would be reclassified and changed in order to comply with Section 22.04.041 of the City Code of Ordinances. According to the current Code, the Montford Unit is classified as a "wholesale" customer. Wholesale customers are located outside of the city limits and are governmental entities.

The contract being considered is an Interlocal Wholesale Wastewater Contract that is recommended by the Lubbock Water Advisory Commission. The term of this contract shall be 5 years from date of execution. This contract may be extended for an additional 5-year period, on identical terms and provisions. Wholesale wastewater customers are required by ordinance to pay wholesale rates adopted by the City Council. This contract includes a provision that the TDCJ will continue to pay the standard wholesale rates. Wholesale customers pay 50% more for their wastewater services than commercial customers within the city limits pay, since Lubbock citizens have paid for expensive wastewater projects necessary to continue meeting Lubbock's growth.

The City treats approximately seven billion gallons of wastewater each year. The Montford Unit discharged 53.5 million gallons of wastewater to the City's sewer system in 2016. The amount of wastewater Lubbock will receive from the Montford Unit on an annual basis represents approximately 0.8% of Lubbock's total wastewater processed.

Fiscal Impact

This contract will generate approximately $190,000 in wastewater revenue annually, for the next 5 years.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager
L. Wood Franklin, P.E., Director of Public Works
Lubbock Water Advisory Commission

Attachments

TDCJ-MontfordUnit- Resolution
TDCJ-Montford-WW-Contract

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Interlocal Wholesale Wastewater Sales Contract to permit the collection, treatment or reuse of wholesale wastewater outside its municipal boundaries, by and between the City of Lubbock and the Texas Department of Criminal Justice, 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:

_____
Aubrey A. Spear, P.E., Director of Water Utilities

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

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

RES. Contract Wastewater ,Tx Dept Criminal Justice
9.27.17

COL # 13587
TDCJ # 696-FD-18-22-U134

INTERLOCAL WHOLESALE WASTEWATER CONTRACT

STATE OF TEXAS §
CITY OF LUBBOCK §

This contract made and entered into this, the ____day of October, 2017 between the City of Lubbock, Texas, a Texas home rule municipal corporation located in Lubbock County, (hereinafter called "Lubbock") and the Texas Department of Criminal Justice (hereafter called "Customer), a governmental agency of the State of Texas.

WITNESSETH

WHEREAS, the Customer is an agency of the State of Texas operating a correctional facility located at 8602 Peach Avenue, Lubbock, Texas outside of the jurisdiction of Lubbock, commonly called the Montford Unit.

WHEREAS, the public health, welfare and safety of the residents of Lubbock and tenants and residents of the Customer require the development of adequate systems of sewage collection and disposal, the elimination of water pollution and the preservation of the water resources of the State of Texas; and

WHEREAS, Lubbock is required to comply with standards and treatment methods for wastewater as set forth in federal, state and local laws and regulations and permits; and

WHEREAS, Lubbock and Customer have an interest in maintaining and restoring integrity of waters and the chemical, physical and biological integrity of waters and water resources and insuring the reduction of pollution in said waters and water resources and planning the use, development, restoration, preservation, and enhancement of said waters and water resources; and

WHEREAS, Customer desires to enter into a contract for wastewater collection, treatment, and disposal/reuse services and Lubbock desires to provide these wastewater services to Customer; and

WHEREAS, Chapter 791 of the Government Code, authorizes Lubbock and Customer to enter into this Contract for goods and services;

NOW, THEREFORE, Lubbock and Customer, in consideration of the terms, covenants and conditions herein contained, hereby agree as follows:

ARTICLE 1
PROVISIONS OF WASTEWATER

1.1 TERMS, PROVSIONS, AND CONSIDERATIONS

Lubbock agrees to collect, treat, and reuse or dispose of wholesale wastewater received from the Customer, subject to the conditions precedent and under and pursuant to the terms, provisions, and conditions of this Contract.

1.2 DEFINITIONS

When used in this Contract, these terms shall be defined as follows:

Act – The Clean Water Act, as amended. (33 U.S.C. 1251, et seq.)

Biochemical Oxygen Demand (BOD) – The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, as specified in "Standard Methods" in five (5) days at twenty (20) degrees Centigrade expressed as milligrams per liter (mg/1).

Calibration – Verification of primary measuring device and secondary instrumentation accuracy utilizing standard primary device procedures and calibration signals and/or a separate flow measurement instrument.

Customer System – The facilities of Customer used for pretreatment, collection and transportation of wastewater to the point of entry.

Delivery Facilities – All facilities necessary for the transmission of wastewater to the Lubbock System that are on the Customer's side of the point of entry that are constructed specifically to allow Lubbock to serve Customer.

Director – The Director of Water Utilities of the City of Lubbock.

Lubbock System – Lubbock's wastewater collection and treatment system, also defined as "publicly owned treatment works" as provided in Title 40 of the Code of Federal Regulations.

Industrial User – Any industry that discharges industrial processing wastewater, including sanitary wastewater in the City of Lubbock's sanitary sewer system.

Industrial Wastes – All water-borne solids, liquids or gaseous substances resulting from any commercial, industrial, manufacturing or food processing operations, or from the development of an natural resource, or any mixture of these with water or domestic sewage.

Infiltration – Water that has migrated from the ground into the wastewater system.

Inflow – Water other than wastewater that enters a sewerage system (including sewer service connections) from sources such as, but not limited to, roof leaders, cellar drains, yard drains, area drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers, and sanitary catch basins, cooling towers, storm waters, surface runoff, street wash waters of drainage. Inflow does not include, and is distinguished from, infiltration water.

Liquid Waste – The water-borne solids, liquids, and gaseous substances derived from certain sources including, but not limited to, grease trap, septic tank, chemical toilet waste, and sand trap waste.

Metering and Sampling Facility – The meter, meter vault, and all metering and telemetry equipment required to measure and/or sample wastewater flows of the Customer at the point of entry or other such locations, as may be mutually agreed upon in writing.

Non-metered Area – Areas within the Customer's statutory boundaries that generate wastewater that do not drain into a part of the Customer System for which wastewater flow is measured by an approved metering and sampling facility.

Point of Entry – Collectively, the metering facilities or, where no metering facilities are utilized, the points of connection to the Lubbock System, as set forth in Section 2.2, below, unless otherwise mutually agreed upon in writing.

Pretreatment or Treatment – The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu or discharging or otherwise introducing such pollutants into a Publicly Owned Treatment Works ("POTW"). The reduction of alteration can be obtained by physical, chemical or biological processes, or process changes by other means, except as prohibited by 40 CFR Section 403.6(d). Pretreatment or treatment shall also include, without limitation, such devices as grease, oil, or sand interceptors, and hydrocarbon removal units.

Pretreatment Requirements – Any substantive or procedural requirement related to pretreatment, other than a national pretreatment standard, imposed on an industrial user.

Significant Industrial User - Any user which discharges industrial wastes directly or indirectly into the Customer System or Lubbock System that:

(1) Is subject to National Pretreated Standards or categorical pretreatment Standards of the U.S. Environmental Protection Agency or Texas Commission on Environmental Quality, or the successors thereof; or

(2) Discharges an average of twenty-five thousand (25,000) gallons per day or more of process wastewater (excluding sanitary, non-contact cooling, and boiler blowdown wastewater);

(3) Contributes a process waste stream which makes up five percent (5%) or more of the average dry weather hydraulic or organic capacity of the Lubbock System treatment plant; or

(4) Has a reasonable potential, in the opinion of the Director, for adversely affecting the Lubbock System due to discharge or wastewater or for violating any pre-treatment standard or requirement.

Standard Methods – The examination and analytical procedures set forth in the latest edition of "Standard Methods for the Examination of Water and Wastewater," as prepared, approved and published jointly by the American Public Health Association, The American Water Works Association and the Water Pollution Control Federation.

System Access Fee – A capital contribution (impact fee, capital recovery fee, system development charge) which represents a proportional capital cost of the capacity of Lubbock facilities that provide utility services and benefits common to all customers, less depreciation, outstanding debt, and appropriate contributions paid to Lubbock, required to provide service for new connections, whether located within the jurisdictional limits of Lubbock or Customer.

Total Suspended Solids (TSS) or Suspended Solids – The solids that either float on the surface of, or in suspension in water, sewage or other liquids, and which are largely removable by laboratory filtration. Quantitative determination of suspended solids shall be made in accordance with procedures set forth in "Standard Methods."

Wastewater – Liquid or water-carried waste products and sewage from whatever source, including without limitation, residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are discharged into or permitted to enter the Lubbock System. The terms wastewater and sewage are interchangeable.

ARTICLE 2
CONDITIONS OF SALE OF WASTEWATER SERVICES

2.1 CONNECTION TO THE LUBBOCK SYSTEM

Subject to the terms hereof, Lubbock hereby grants to Customer, upon compliance with the terms and conditions contained herein, permission to connect its System to the Lubbock System. Lubbock agrees to accept all wastewater from Customer at the point of entry as designated on Exhibit "A", attached hereto and incorporated herein.

The cost of all delivery facilities necessary to convey wastewater to the designated point of entry, whether shown on Exhibit "A" or mutually agreed upon at a later date, together with the cost of connection of the Customer System to the Lubbock System, including metering and sampling facilities, shall be the responsibility of the Customer. All such metering and delivery facilities shall be approved by Lubbock. In the event Lubbock requires Customer to increase the size of any such delivery facility, the difference in the cost of the delivery facility of Customer previously approved by Lubbock and the cost of the delivery facility as requested by Lubbock shall be at Lubbock's expense and may be allocated as a system cost if so determined in future cost-of-service studies.

Customer shall be responsible for the design and construction of additional delivery facilities. All designs, materials and specifications shall conform to Lubbock, federal and state requirements. Plans and specifications for any additional delivery facility which actually connects to the Lubbock System shall be submitted to the Director for written approval. Such approval shall not be unreasonably withheld. No construction shall begin until such approval has been given. Customer agrees that Lubbock has the right to make periodic inspections during the construction phase of the delivery facilities and final acceptance of same is subject to written approval of Director. Final acceptance of such facility from the point of connection up to and including the metering and sampling facility is subject to the inspection and written approval of the Director.

2.2. SERVICE AREA

Customer agrees not to provide wastewater service to or contract or subcontract with any new customer who needs wastewater service. The Customer may provide sewer service solely to the facilities associated with the Montford Unit at 8602 Peach Avenue. No other customer, geographic area or premises, of any kind or nature, shall be served by Customer, directly or indirectly.

2.3 WASTEWATER SYSTEM MAINTENANCE

Customer agrees to maintain its system in good condition and to make repairs in a timely manner. Lubbock shall not have any responsibility or liability now or ever for the operation of the Customer's System.

Lubbock agrees to maintain its system in good condition and to make repairs in a timely manner. Customer shall not have any responsibility or liability now or ever for the operation of the Lubbock System, except as otherwise provided herein.

2.4 METERING AND SAMPLING

Customer shall be responsible for providing metering, if required by Lubbock, and sampling facilities at the point of entry in accordance with the Lubbock Code of Ordinances, Sec 22.04.212, as may be amended from time to time.

All wastewater flow discharged into the Lubbock System by Customer shall be measured by using the amount of potable water flowing through the Customer's potable metering device at the Point of Delivery under the terms and conditions of the Wholesale Water Sales Contract between Lubbock and the Customer. Should both parties agree in writing that additional meters or alternate methods are necessary to accurately quantify the wastewater volumes discharged, the agreed upon method shall be used for determining the wastewater volume. The City Council of Lubbock hereby delegates the authority to approve such alternative flow measurement to the City Manager of Lubbock, or his or designee. The Customer and Lubbock may agree to differing methods of volume determination for each point of entry.

All readings of the meter will be maintained by Customer. Lubbock shall have access to such records during reasonable business hours and shall be furnished with monthly totalizer reading for the point of entry metering and sampling facility.

Customer shall calibrate and routinely service the meter not less than once during every one (1) year period. Copies of the results of such calibration and all related information shall be provided to Lubbock. Customer shall notify Lubbock at least seventy-two (72) hours in advance of the date and time for any calibration and Lubbock may observe, if so desired.

Upon any calibration, if it is determined that the accuracy envelope of such meter is found to be lower than ninety-five percent (95%) or higher than one hundred five percent (105%) expressed as a percentage of the full scale of the meter, the registration of the flow as determined by such inaccuracy began, if such time is ascertainable; or, if such time is not ascertainable, then for a period extending back one-half 1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months.

If any meter used to determine volume from Customer is out of service or out of repair so that the amount of wastewater metered cannot be ascertained or computed from the reading thereof, the wastewater delivered through the period such meter is out of service or out of repair shall be estimated and agreed upon by the parties hereto upon the basis of the best data available. This basis for estimating such flow includes, but is not limited to, extrapolation of past patterns of flow for said metering station under similar conditions.

Lubbock may periodically determine the quality of the wastewater at the metering and sampling facilities or other agreed upon sampling points for the purpose of billing for the strength of the wastewater and relating to compliance with pre-treatment requirements. To determine the quality of the wastewater, in the event Lubbock desires to conduct sampling activities, Lubbock shall collect twenty-four (24) hour composite samples or other sampling methods as deemed necessary or advisable by Lubbock. If, at the request of Customer or at the request of the Director, more

extensive monitoring is desired, such additional monitoring shall be paid for by the party making the request and shall be done in compliance with Paragraph 2.5.

Lubbock shall analyze the samples collected in accordance with standard methods. Customer may be present during the initial setup of sampling equipment and at the time of pickup for the sample. Lubbock agrees, if requested, to split said wastewater samples with Customer.

If in the opinion of the Director, compliance monitoring is required, the Director may order the additional monitoring be performed with or without prior notice to Customer.

Wastewater sampling costs incurred by Lubbock under this section will be the expense of Lubbock.

2.5 BILLING PROCEDURES

Wastewater rates to be paid shall be set forth in Section 22.04.041 of the Lubbock Code of Ordinances, as may be amended from time to time.

Bills for wastewater treatment and disposal service shall be rendered to Customer monthly by Lubbock. All such bills shall be due and payable by the Customer not more than thirty (30) days from the billing date. The bill will show current charges, as well as past-due charges, if any. Current charges shall be the amount due for wastewater collection, treatment and disposal service provided since the prior billing period. Past-due shall be the total amount unpaid from all prior billings as of the current billing date. Payments received by Lubbock shall first be applied to the past-due charges, if any, and thereafter to the current charges.

In the event a payment is not paid as specified in the Agreement, terms of payment shall be in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.
The parties hereto agree that services obtained pursuant to this Contract are essential and necessary to the operation of Customer's waterworks and wastewater facilities and that all payments made by each Customer hereunder shall constitute reasonable and necessary operating expenses of Customer's waterworks and wastewater systems.

2.6 TERMS OF CONTRACT

The term of this contract shall be five (5) years from date of execution. This Contract may be extended for an additional five (5) year period, on identical terms and provisions hereof, by Lubbock providing notice to the Customer no less than ninety (90) days prior to the expiration of the term thereof, of its desire to exercise its option to extend as set forth herein.

ARTICLE 3
CONDITIONS OF RECEIVING SERVICE

3.1 RATES AND PAYMENTS

Customer shall pay Lubbock, in a timely manner as provided in this Contract, those charges for wastewater services provided to Customer pursuant to the terms of the contract. The base monthly rate for the meters installed at the Point of Delivery shall be equal to the rate established by the City Council of Lubbock for meter of equal size as set forth in Section 22.04.041 of Code of Ordinances of the City of Lubbock, as may be amended from time to time. The volume rate charges for wastewater services provided shall be equal to the rate established by the City Council of the City of Lubbock charged to wholesale customers as set forth in Section 22.04.041 of Code of Ordinances of the City of Lubbock, as may be amended from time to time.

The setting of wastewater rates is a legislative function of Lubbock. To the extent the Customer has any protest to the rates charged pursuant to this Contract, Customer understands and agrees that it has the right to ask to address the City Council of the City of Lubbock as to said rates, but that the City Council of the City of Lubbock ultimately has the legislative authority to determine such rates.

3.2 CONNECTIONS AND MONITORING

Customer agrees that Lubbock shall have the right to sample wastewater at the point of entry and such other locations as may be needed for the purpose of determining the volume and quality of wastewater entering the Lubbock System.

Customer grants to Lubbock the right to enter Customer's jurisdiction or property if Lubbock determines that questionable discharges or prohibited discharges are entering the Lubbock System

emanating from the Customer System. Customer agrees to assist Lubbock in locating and eliminating such prohibited discharges.

3.3 WASTEWATER QUALITY

Customer agrees that on or before thirty (30) days from date of execution of this Contract it shall enact and cause to be enforced rules, regulations or ordinances at least as stringent as (i) Division 4 and Division 5 of Article 22.04 of Chapter 22 of the Lubbock Code of Ordinances, as may be amended from time to time; and (ii) applicable state and federal regulations relating to (a) discharged substances; (b) prohibited discharges; (c) pretreatment requirements; (d) industrial discharge permitting systems; and (e) industrial self-monitoring reports.

Customer agrees that the quality of the wastewater discharge into the Customer System shall be equal to or better than the quality standards established by Division 3 of Article 22.04 of Chapter 22 of the Lubbock Code of Ordinances, as may be amended from time to time.

Customer shall not, at any time during the term of this Contract, conduct any activity or discharge any wastewater to the Lubbock System which would cause it to be classified as a significant industrial user.

3.4 INFILTRATION AND INFLOW

Customer agrees that it has an obligation to prevent infiltration and inflow into its System and then into the Lubbock System. Customer further agrees that all sewer connections within its jurisdiction which ultimately enter into the Lubbock System will be constructed in accordance with applicable specifications and standards at least equal to those of the Lubbock System. Further, Customer covenants and agrees to maintain strict supervision and maintenance of its System to prevent connections through which surface drainage can enter ultimately into the Lubbock System. Customer shall not make, nor shall it permit to be made, any connection which will contribute storm water run-off of any kind, including without limitation, from rainwater spouts, rainwater areas, streets, gutter drain or other source, into its sanitary sewer system.

3.5 WASTE HAULER PROHIBITION

Customer agrees to prohibit the introduction of liquid waste or wastewater from waste haulers into the Customer System, directly or indirectly.

3.6 INSPECTION AND AUDIT

Complete records and accounts required to be maintained by each party hereto shall be kept for a period required by law or five (5) years, whichever is greater. Each party shall at all times, upon notice, have the right at reasonable times to examine and inspect said records and accounts during normal business hours. Further, if required by any low, rule or regulation, make said records and accounts available to federal and/or state auditors.

3.7 COMPLIANCE AND PERMIT CONDITIONS

Customer acknowledges that Lubbock is the holder of discharge permits issued by the United States and/or the State of Texas and is subject to regulations and requirements related to the collection and treatment of wastewater (collectively the "Permit"). Customer agrees that it will comply with all Permit conditions in any way relating to the collection system and the discharge into the collection system. To the extent allowed by law, Customer shall save and hold Lubbock harmless against any penalty or fine assessed against Lubbock for any violation of any Permit, if such violation is attributable or related to an act of omission or commission by Customer.

3.8 REPORTS AND RECORDS

If requested by the Director, the Customer shall provide quarterly any data which may assist Lubbock in developing methodology for cost of service studies, planning studies for analyzing federal grants, and system access fees.

ARTICLE 4
MUTUAL CONDITIONS

4.1 SYSTEM ASSISTANCE

In the event Customer requests assistance with its System, Lubbock may, at its option, assist Customer. Customer agrees to pay Lubbock its actual costs incurred, including, but not limited

to, labor and material expended. Nothing herein shall be construed to require Lubbock to assist Customer. Such costs will be invoiced to Customer and payment made in accordance with the Texas Prompt Payment Act as previously mentioned in Section 2.5.

4.2 NOTICES

Any notice, communication, request, reply or advice herein provided or permitted to be given, made or accepted by either party to the other party must be in writing to:

LUBBOCK
City of Lubbock
Attn: Aubrey Spear, Director of Water Utilities
P.O. Box 2000
Lubbock, Texas 79457
Facsimile: (806) 775-3027

CUSTOMER
Texas Department of Criminal Justice
Contracts & Procurement Department
Attn: Shari Moore, Contract Administrator
Two Financial Plaza, Suite 525
Huntsville, Texas 77340
Facsimile: (325) 223-0310

The parties hereto shall indicate in writing any change that may occur in such respective addresses from time to time.

4.4 CONSENT

Whenever, under the terms of this Agreement, Lubbock is permitted to give its written consent or approval, Lubbock in its discretion, may give or may refuse such written consent or approval and, if given, may restrict, limit or condition such consent or approval in any manner it shall deem advisable.

4.5 WAIVER, REMEDY, SEVERABILITY

No waiver by either party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

In addition to any other remedy as may be provided by law, this Agreement shall be specifically enforceable by the parties hereto. Laws of the State of Texas shall govern the terms, performance, and enforcement of the Agreement. Sole and exclusive venue for any action shall be in Lubbock County, Texas.

It is agreed that, in the event any term or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such term or provision shall in no way affect any other term or provision contained herein. In such event, this Agreement shall continue as if such invalid term or provision had not been contained herein.

4.6 OWNERSHIP AND LIABILITY

No provision of this Agreement shall be construed to create any type of joint or equity ownership of any property, any partnership or joint venture nor shall same create any other right or liabilities and customer payments (whether past, preset, or future) will not be construed as granting Customer partial ownership of, pre-paid capacity in, or equity in the Lubbock System.

Subject to the terms of this provision, liability for damages arising out of the transportation, delivery, reception, treatment, and/or disposal of all wastewater discharged into the Lubbock System shall remain in the Customer, together with, except as provided herein, title thereto, until such wastewater passes through the point of entry to the Lubbock System, at which time liability for such damage shall pass to Lubbock. Title to any prohibited discharge or contribution to the Lubbock System in contravention or violation of the terms of this contract and any liability therefore shall not pass to Lubbock and shall remain in Customer. Customer shall, to the extent permitted by law, indemnify and save and hold Lubbock harmless from any and all claims, demands, causes of action, damages, losses, costs, fines, penalties and expenses, of any kind or

manner, including reasonable attorney's fees, arising from, in connection with, or related to any activity, or the omission of any activity, contemplated by this contract, including without limitation, the transportation, delivery, receipt, treatment and/or disposal of wastewater from Customer or the Customer's System. The indemnity obligation provided herein shall survive the termination of this contract.

Contracts made and entered into by Customer for the construction, reconstruction or repair of any delivery facility shall include the requirements that the independent contractor(s) must provide adequate insurance protecting both the Customer and Lubbock as insured. Such contract must also provide that the independent contractor covenant to indemnify, hold harmless and defend both the Customer and Lubbock against any and all suits or claims for damages of any nature arising out of the performance of such contract.

4.7 FORCE MAJEURE

No party hereto shall be considered to be in default in the performance of any of the obligations hereunder (other than obligations of either party to pay costs and expenses) if such failure of performance shall be due to an uncontrollable force beyond the control of the parties, including but not limited to, the failure of facilities, flood, earthquake, tornado, storm, fire, lightening, epidemic, war, riot, civil disturbance or disobedience, labor dispute and action or non-action by a failure to obtain the necessary authorizations and approvals from any governmental agency or authority of the electorate, labor or material shortage, sabotage, or restraint by a court order or public authority, which by the exercise of due diligence it shall be unable to overcome. Either party rendered unable to fulfill any obligation by reason of an uncontrollable force shall exercise due diligence to remove such inability with all reasonable dispatch.

4.8 DEFAULT AND REMEDIES

Notwithstanding anything contained herein to the contrary, any material breach, as defined below, by Customer to perform any of the duties or the obligations assumed by Customer hereunder or to faithfully keep and perform any of the terms, conditions, and provisions hereof shall be cause for termination of this Agreement by Lubbock in the manner set forth in this Section.

In addition to the remedy of termination, in the event of material breach of the Agreement by Customer, Lubbock may also seek any other remedy available to it by law, equity, contract, or otherwise. The remedies provided to Lubbock, in the event of a material breach of the Agreement by Customer, shall be cumulative in nature and may be exercised concurrently by Lubbock.

Lubbock shall deliver to Customer within thirty (30) days written notice of the breach or default of Customer and its intention to terminate this Agreement if Customer fails to cure or adjust such material breach, including in such notice a reasonable description of the breach. If within said thirty (30) days Customer shall fail or refuse to cure such default to the satisfaction of Lubbock, then and in such event, Lubbock shall have the right, without any liability whatsoever on the part of Lubbock, to immediately declare this Agreement terminated and to exercise any and all other rights and remedies it may have, as set forth above. In the event of termination of this Agreement, all rights, powers, and privileges of Customer hereunder shall cease and terminate and Customer shall make no claim of any kind whatsoever against Lubbock, its agents or representatives, by reason of such termination of any act incident thereto. Lubbock shall advise Customer in writing upon acceptance of the cure of and default.

The following breach, default, or failure to perform a duty or obligation by Customer shall be considered to be a material breach:

a. Failure to adopt and enforce any rule required to be adopted and enforced herein;
b. Failure to make any payment of any bill, charge or fee as provided for in this Agreement;
c. Making any connection to the Lubbock System at any point except as provided in Section 2.1 hereof;
d. Failure to provide Lubbock ingress and egress for purposes of sampling and operation and maintenance of any metering or any sampling facility;
e. Failure to permit or conduct any sampling of wastewater as provided for herein;
f. Failure to disconnect industrial users of Customer pursuant to Section 3.2;
g. Failure to maintain the quality of discharge as require in Sections 3.0; or
h. Failure of Customer to comply with Section 3.7 hereof.

In the event of any other nonmaterial breach, default, or failure to perform duties under this Agreement, Lubbock shall deliver to Customer sixty (60) days advance written notice of such default. If Customer fails to cure such breach, default or failure, then Lubbock shall give Customer written notice of such failure to cure and may charge Customer five thousand dollars ($5,000.00) per month until such time as Customer cures such nonmaterial default.

Notwithstanding anything to the contrary herein, and in addition to the other rights and remedies granted to Lubbock hereunder, if the event of a Default by Customer, in the opinion of Lubbock, presents or may present an imminent or substantial endangerment to the health and welfare of persons or to the environment, causes interference to the POTW or contributes to the cause of a violation by Lubbock of its Permit, Lubbock may suspend service hereunder after twelve (12) hour's notice and opportunity to cure to Customer. Such suspension may continue, without liability of any kind or nature to Lubbock, for so long as such imminent or substantial endangerment shall be present up to the date this contract is terminated as provided herein.

Any failure by Lubbock to so terminate this Agreement or the acceptance by Lubbock of any benefits under this Agreement for any period of time after such material breach, default, or failure by Customer shall not be determined to be a waiver by Lubbock of any rights to terminate this Agreement for any subsequent material breach, default, or failure.

In the event Lubbock shall fail to perform under this Agreement, Customer may, as it sole and exclusive remedy, terminate this Agreement, upon providing notice to Lubbock in the same manner Customer is to be provided notice pursuant to the notice provisions provided above regarding notice of material breach of Customer.

4.9 EFFECTIVE DATE

This Contract, together with all terms and conditions and covenants, shall be effective as of the date of the execution hereof by Lubbock.

4.10 CONDITION PRECEDENT

The obligation of Lubbock to perform under this Agreement is subject to the condition precedent that, prior to accepting any liquid waste, wastewater or other water pursuant to the terms hereof, Lubbock and Customer shall have received written approval and authorization to perform hereunder by the Environmental Protection Agency of the United States of America, the Texas Commission of Environmental Quality and any other governmental or regulatory body or authority having jurisdiction over such matters.

4.11 MISCELLANEOUS

This Agreement is subject to all applicable federal and state laws and any applicable permits, rules, or amendments adopted pursuant to Section 3.3 rules, orders, and regulations of any state of federal governmental authority having or asserting jurisdiction.

The Customer agrees to abide by and comply with any changes in this Agreement made necessary by an amendment or revision to state or federal regulations.

Upon prior notice by Lubbock, any duly authorized employee of Lubbock bearing proper credentials and identification shall notify Customer of need for access to any premises located within Customer's jurisdiction as may be necessary for the purpose of inspections and observation, measurement, sampling and texting and/or auditing, in accordance with the provisions of this Contract. Upon such notice Customer shall immediately allow access to the Lubbock representative. Customer may elect to accompany the Lubbock representative.

In each instance herein where reference is made to a federal or state statute regulation or rule, it is the intention of the parties that, at any given time, the current federal or state statute, regulation or rule shall apply.

If a publication or reference work referred to herein is discontinued or ceases to be the general accepted work in its field, or if conditions change, or new methods or processes are implemented

by Lubbock, new standards shall be adopted which are in compliance with state and federal laws and any valid rules and regulations pursuant thereto.

Lubbock must comply with all federal, state and local government requirements to obtain grants and assistance for system design, system construction and studies. Customer agrees to assist Lubbock in compliance by setting adequate rates, establishing proper user charges and complying with governmental requirements.

Section headings in this Agreement are for convenience only and do not purport to accurately or completely describe and contents of any section. Such headings are not to be construed as part of this Agreement or any way defining, limiting or amplifying the provision hereof.

4.12 CURRENT REVENUES

Each party paying for performance under this Agreement shall make all payments from current revenues available to the pay party.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers thereunto duly authorized.

COL # 13587
TDCJ # 696-FD-18-22-U134

LUBBOCK:
City of Lubbock
BY:

Dan M. Pope, Mayor

CUSTOMER:
Texas Department of Criminal Justice
BY:

9/22/17

Jerry McGinty, Chief Financial Officer

ATTEST:

Rebecca Garza, City Secretary

ATTEST:

APPROVED AS TO CONTENT:

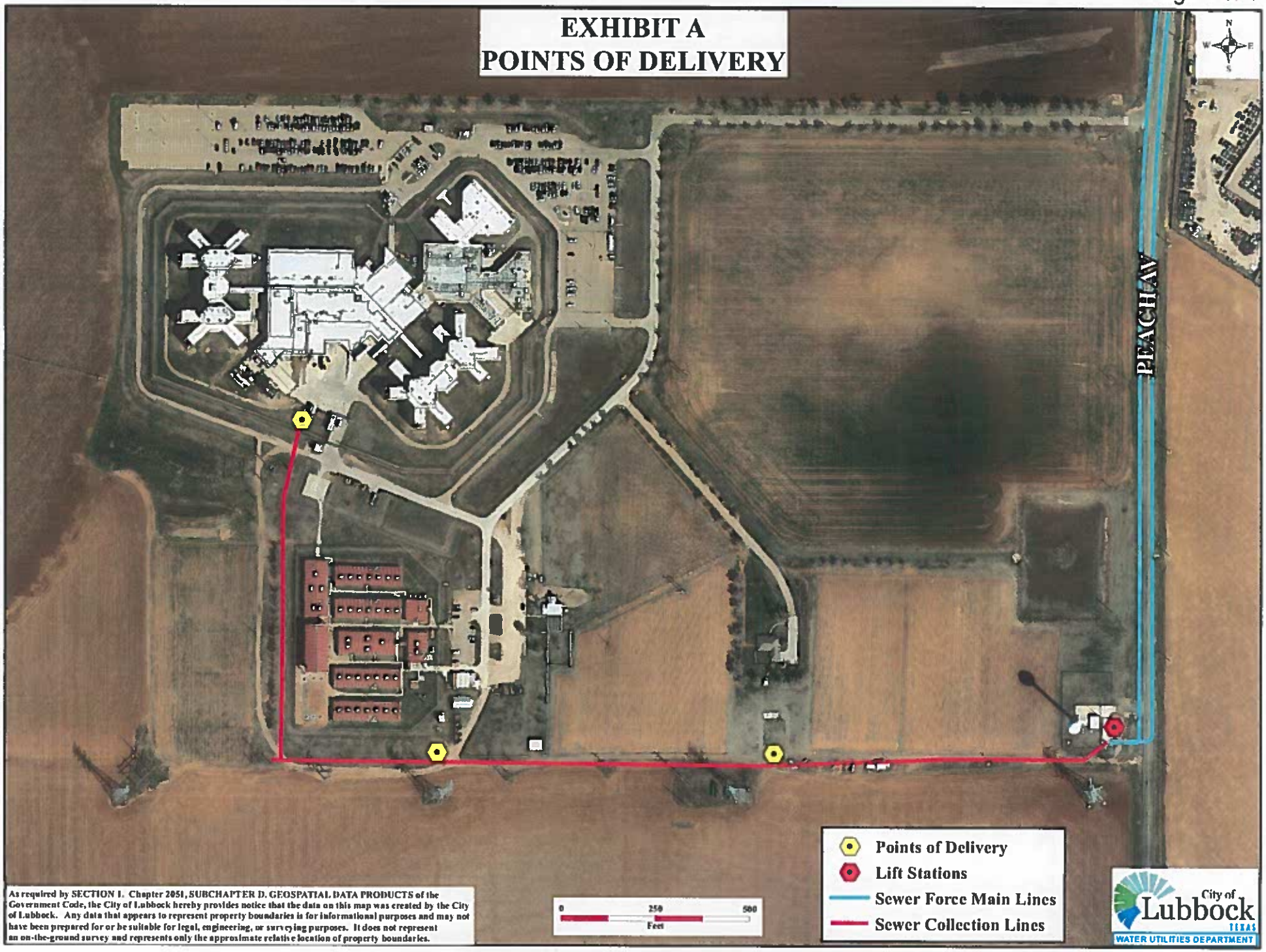
Wood Franklin, P.E., Director of Public Works

Aubrey A. Spear, P.E., Director of Water Utilities

APPROVED AS TO FORM:

Amy Sims, Assistant City Attorney

EXHIBIT A
POINTS OF DELIVERY



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

Regular City Council Meeting **6. 12.**

Meeting Date: 10/12/2017

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order Contracts, 33000908, 33000909 and 33000911 with Dell Marketing LP for the purchase of equipment for the Alternate Data Center.

Item Summary

The purchase of the PowerEdge FX2 servers and Compellent SC9000 controllers, which comprise a Storage Area Network (SAN), will upgrade equipment in the data center and will provide new equipment in the alternate data center. These purchases will increase storage space and increase performance necessary for deduplication of data for complete replication. It also standardizes SAN models and improves the infrastructure efficiency by scaling workloads and aggregation for the Data Centers.

The purchase of the Alternate Data Center equipment is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-SDD-1951.

Fiscal Impact

$5,260,000 is appropriated in Capital Improvement Project 92520, Secondary Data Center, with $1,136,762 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution - FX2 Chassis
Purchase Order - FX2 Chassis
Resolution - Dell Storage Controllers
Purchase Order - Dell Storage Controllers
Resolution - SC9000 Controllers
Purchase Order - SC9000 Controllers
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, Purchase Order No. 33000908 for the purchase of (8) PowerEdge FX2 Chassis as per DIR-SDD-1951, 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 Attorney

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

ccdocs/RES.Purchase Order 33000908.Power Edge FX2 Chassis
09.25.2017

City of Lubbock TEXAS PURCHASE ORDER

Page - 1
Date - 09/25/2017
Order Number 33000908 000 OP
Branch/Plant 3410

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 09/25/2017 Freight
Requested 09/25/2017 Taken By K MCAVOY
Delivery Per J Zhine / Req # 50908 Q#3000016275176.1/DIR-SDD-1951

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
PowerEdge FX2	8.000	5,688.7500	EA	45,510.00	09/25/2017
#210-ABUX					
HW Warr/ProSupp HW/SW TechSupp	8.000		EA		09/25/2017
3 Yr #973-9867					
FN410S I/O Modul 8xInternal to	16.000	846.4800	EA	13,543.68	09/25/2017
4x SFP+ ext ports #210-AHBX					
FC630 Server Node	32.000	20,320.2200	EA	650,247.04	09/25/2017
#210-ACWK					
HW Warr/ProSupp HW/SW TechSupp	32.000		EA		09/25/2017
#997-0200					

Total Order

Terms NET 30 709,300.72

This purchase order encumbers funds in the amount of $709,300.72 awarded to Dell Marketing, LP of Round Rock, TX on October 12, 2017. The following is incorporated into and made part of this purchase order by reference: Contract DIR-SDD-1951 dated April 20, 2016 from Dell Marketing, LP of Round Rock, TX. Resolution #_____.

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

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. a. 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. a. 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 viciation 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 or 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 or 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 or 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 or 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. Whereever 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 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/departmental-websites/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.

31. House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that: (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

By accepting this purchase order, the Vendor (Professional or other applicable term defining the contracting party) verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

Company	City of Lubbock
Customer #	1784159

Proposal Date	4/20/2016						
Quote #	Product Description	QTY	Subtotal	Tax	Shipping	Extended	Application Description
3000016275176.1	Quote 3000016275176.1 PowerEdge FX2 w/ FC630	8	$88,662.59	$0.00	$0.00	$709,300.72	
	Software and Peripherals						
						$709,300.72	

Dell Account Executive
Kevin Prifogle
Kevin_Prifogle@Dell.com
512-513-9195

Project Totals	
Hardware	$709,300.72
Software and Peripherals	$0.00
Shipping	$0.00
Sales Tax	$0.00

Grand Total	**$709,300.72**

A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total:$88,662.59

Quote number:	Quote date:	Quote expiration:	Solution ID:	Deal ID:
3000016275176.1	Aug. 8, 2017	Oct. 31, 2017	8452414	11135264

Company name:
CITY OF LUBBOCK

Customer number:
1784159

Phone:
(806) 775-2626

Sales rep information:
Megan Agoston
Megan_Agoston@Dell.com
(800) 456-3355
Ext: 5130601

Bill to:
CITY OF LUBBOCK
PO BOX 2000
LUBBOCK
TX 79457-0001
US
(806) 775-2626

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Pricing Summary

Item	Qty	Unit price	Subtotal
PowerEdge FX2 - [dellstar_1293]	1	$5,688.75	$5,688.75
PowerEdge FN I/O Module, Factory Installed - [Shared_1598_FI]	2	$846.48	$1,692.96
PowerEdge FC630 - [dellstar_1369]	4	$20,320.22	$81,280.88

DBC as low as $2,660.00 / month^

Subtotal:	$88,662.59
Shipping:	$0.00
Environmental Fees:	$0.00
Non-Taxable Amount:	$88,662.59
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	**$88,662.59**

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

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Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.
Regards,
Megan Agoston
Order this quote easily online through your Premier page,
or if you do not have Premier, using Quote to Order

SKU	Description	Qty	Unit Price	Subtotal
	PowerEdge FX2 - [dellstar_1293]	1	$5,688.75	$5,688.75
	Estimated Delivery Date:			
	Contract Code: 42AFU			
	Customer Agreement No: DIR-SDD-1951			
210-ABUX	PowerEdge FX2	1	-	-
321-BBFM	PowerEdge FX2 Chassis for up to 4 Half-Width Nodes	1	-	-
321-BBFZ	FX2S Chassis Configuration Label	1	-	-
321-BBGH	PowerEdge FX2S Chassis Configuration with Flexible IO (up to 8 PCIe Slots)	1	-	-
340-AGKB	PowerEdge FX2 Shipping	1	-	-
770-BBER	FX2 ReadyRails Sliding Rails	1	-	-
450-ADTZ	Power Supply, Redundancy Alerting Enabled Configuration	1	-	-
450-AENU	Dual, Hot-plug, Redundant Power Supply, 2000W, C19/C20 Power Cord Required for Use	1	-	-
343-BBBW	USER Guide, FX2 Chassis	1	-	-
332-1286	US Order	1	-	-
340-AKBN	PowerEdge FN I/O Module User Documentation	1	-	-
403-BBEQ	SD Storage for Chassis Management Controller	1	-	-
634-0287	CMC Enterprise for FX2	1	-	-
540-BBQM	Redundant Ethernet Switch Configuration	1	-	-
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell	1	-	-
973-9866	Dell Hardware Limited Warranty Plus On Site Service Initial Year	1	-	-
973-9867	Dell Hardware Limited Warranty Plus On Site Service Extended Year	1	-	-
973-9966	ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year	1	-	-
973-9967	ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended	1	-	-
973-9990	ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year	1	-	-
804-6778	ProDeploy Dell Server FX2 Converged - Deployment	1	-	-

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804-6779	ProDeploy Dell Server FX2 Converged - Deployment Verification	1	-	-
909-0259	Dell Proactive Systems Management - Declined - www.dell.com/Proactive	1	-	-
973-2426	Declined Remote Consulting Service	1	-	-
492-BBEI	Power Cord, C20 to C19, PDU Style, 16A, 250V, 2ft (0.6m)	2	-	-
310-9696	Serial I/O Management Cable, for Ethernet Blade Switches	2	-	-
421-5736	No Media Required	1	-	-

SKU	Description	Qty	Unit Price	Subtotal
	PowerEdge FN I/O Module, Factory Installed - [Shared_1598_FI]	2	$846.48	$1,692.96
	Estimated Delivery Date:			
	Contract Code: 42AFU			
	Customer Agreement No: DIR-SDD-1951			
210-AHBX	Dell PowerEdge FN410S I/O Module, 8x Internal to 4x SFP+ external ports, Factory Installed	2	-	-
634-BFBL	Software, Rights to use Full-Switch Mode, FN I/O Module	2	-	-
807-9776	Dell Hardware Limited Warranty Plus On Site Service	2	-	-
807-9782	ProSupport Plus: Mission Critical 7x24 HW/SW Technical Support and Assistance, 3 Years	2	-	-
807-9783	ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	2	-	-
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell	2	-	-
332-1286	US Order	2	-	-
900-9997	On-Site Installation Declined	2	-	-

SKU	Description	Qty	Unit Price	Subtotal
	PowerEdge FC630 - [dellstar_1369]	4	$20,320.22	$81,280.88
	Estimated Delivery Date:			
	Contract Code: 42AFU			
	Customer Agreement No: DIR-SDD-1951			

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210-ACWK	PowerEdge FC630 Server Node	4	-	-
329-BCZL	PowerEdge FC630 Motherboard MLK	4	-	-
389-BESB	PowerEdge FC630 Regulatory Label, DAO	4	-	-
461-AADZ	No Trusted Platform Module	4	-	-
406-BBFE	2.5" Backplane with up to 2 Hard Drives and PERC RAID Controller	4	-	-
750-AADI	System ordered as part of Multipack order	4	-	-
338-BJCO	Intel Xeon E5-2699 v4 2.2GHz,55M Cache,9.60GT/s QPI,Turbo,HT,22C/44T (145W) Max Mem 2400MHz	4	-	-
338-BJCV	Intel Xeon E5-2699 v4 2.2GHz,55M Cache,9.60GT/s QPI,Turbo,HT,22C/44T (145W) Max Mem 2400MHz	4	-	-
374-BBHL	DIMM Blanks for System with 2 Processors	4	-	-
412-AAEL	104MM Heatsink for PowerEdge FC630 Processor 1	4	-	-
412-AAEM	104MM Heatsink for PowerEdge FC630 Processor 2	4	-	-
750-AAFH	104MM Processor Heatsink Shroud for PowerEdge FC630	4	-	-
384-BBDS	Standard Cooling,FC630	4	-	-
370-ACPH	2400MT/s RDIMMs	4	-	-
370-AAIP	Performance Optimized	4	-	-
780-BBKM	RAID 1 for H330/H730/H730P (2 HDDs, SAS/SATA/SSD)	4	-	-
405-AAED	H330 Controller	4	-	-
385-BBHO	iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	4	-	-
330-BBCV	Internal Dual SD Module	4	-	-
385-BBCF	Redundant SD Cards Enabled	4	-	-
385-BBJM	8GB SD Card for RIPS	4	-	-
385-BBJM	8GB SD Card for RIPS	4	-	-
384-BBBL	Performance BIOS Settings	4	-	-
631-AACK	No Systems Documentation, No OpenManage DVD Kit	4	-	-
420-6320	No Operating System	4	-	-
421-5736	No Media Required	4	-	-
634-BJQE	VMware ESXi 6.5 Embedded Image on Flash Media	4	-	-
634-BJBD	OpenManage Integration for VMware vCenter - 1 host increment, 3 year license - Digitally Fulfilled	4	-	-
332-1286	US Order	4	-	-
492-BBQT	PowerEdge FC PCIE Mezzanine Adapter	4	-	-
540-BBCQ	QLogic 57840S 10Gb Quad Port KR CNA Blade Network Daughter Card	4	-	-
989-3439	Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355	4	-	-
997-0181	Dell Hardware Limited Warranty Plus On Site Service	4	-	-
997-0190	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year	4	-	-
997-0200	ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year	4	-	-
900-9997	On-Site Installation Declined	4	-	-
909-0259	Dell Proactive Systems Management - Declined - www.dell.com/Proactive	4	-	-
370-ACNS	32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width	64	-	-
400-ALZI	400GB Solid State Drive SAS Mix Use MLC 12Gbps 2.5in Hot-plug Drive, PX04SM	8	-	-

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Subtotal:	$88,662.59
Shipping:	$0.00
Environmental Fees:	$0.00
Estimated Tax:	$0.00
Total:	**$88,662.59**

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Important Notes

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hard copy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S Return Policy(www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's service contracts and related service terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - A Version. (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - S Version (www.dell.com/SEULA) (the "End User License Agreements").

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: ***Dell Marketing L.P.*** Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

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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. 33000909 for the purchase of Dell Storage Controllers and Enclosure as per DIR-SDD-1951, 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 Attorney

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

ccdocs/RES.Purchase Order 33000909.Dell Storage Controllers and Enclosure
09.25.2017

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 09/25/2017
Order Number 33000909 000 OP
Branch/Plant 3410

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 09/25/2017 Freight .
Requested 09/25/2017 Taken By K MCAVOY
Delivery Per J Zhine / Req # 50904 Q#3000017288355.1/DIR-SDD-1951

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
SC9000 Controller 1st dellstar	1.000	110,590.2200	EA	110,590.22	09/25/2017
#210-AFTH					
SW Supp 7x24 StgCntrSW BascBnd	1.000		EA		09/25/2017
Licns 3 Yrs #804-5314					
SW Supp 7x24 StgCntrSW Optimz	1.000		EA		09/25/2017
Licns 3 Yrs #804-5342					
SW Supp 7x24 Stg Protection	1.000		EA		09/25/2017
Licns 3 Yrs #804-5332					
Copilot 7x24 HW/SW TechSupp	2.000		EA		09/25/2017
3 Yrs #804-5364					
SC9000 Controller 2nd dellstar	1.000	23,537.0600	EA	23,537.06	09/25/2017
#210-AFTI					
SC9000 Controller 2nd Encl new	1.000	19,492.0800	EA	19,492.08	09/25/2017
array #210-AFLK					
SC400 Enclosure addon enclosur	6.000	19,465.4900	EA	116,792.94	09/25/2017
#210-AFLL					

City of Lubbock TEXAS PURCHASE ORDER

Date - 09/25/2017

Order Number 33000909 000 OP

Branch/Plant 3410

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	09/25/2017	Freight	
Requested	09/25/2017	Taken By	K MCAVOY
Delivery Per J Zhine / Req # 50904		Q#3000017288355.1/DIR-SDD-1951	

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Copilot 7x24 HW/SW TechSupp	6.000		EA		09/25/2017
#804-3645					
SC420 Enclosure 1st new array	1.000	81,659.9600	EA	81,659.96	09/25/2017
#210-AFTF					
				Total Order	
Terms NET 30				352,072.26	

This purchase order encumbers funds in the amount of $352,072.26 awarded to Dell Marketing, LP of Round Rock, TX on October 12. 2017. The following is incorporated into and made part of this purchase order by reference: Contract DIR-SDD-1951 dated September 11. 2017 from Dell Marketing, LP of Round Rock, TX. Resolution #_____.

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

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. a. 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. a. 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 or 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 or 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 or 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 or 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. Whereever 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 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/departmental-websites/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.

31 House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that, (i) it does not Boycott Israel, and (ii) will not Boycott Israel during the term of the contract.

By accepting this purchase order, the Vendor (Professional or other applicable term defining the contracting party) verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total: $ 352,072.26

Quote number:	Quote date:	Quote expiration:	Solution ID:	Deal ID:
3000017288355.1	Sep. 11, 2017	Oct. 30, 2017	8579358	14463302

Company name:	Customer number:	Phone:
CITY OF LUBBOCK	1784159	(806) 775-2626

Sales rep information:

Megan Agoston
Megan_Agoston@Dell.com
(800) 456-3355
Ext: 5130601

Billing Information:

CITY OF LUBBOCK
PO BOX 2000
LUBBOCK
TX 79457-0001
US
(806) 775-2626

Pricing Summary

Item	Qty	Unit Price	Subtotal
Dell Storage SC9000 Controller - [dellstar_10727]	1	$110,590.22	$110,590.22
Dell Storage SC9000 Controller - [dellstar_10727] (2)	1	$23,537.06	$23,537.06
Dell Storage SC400 3.5 Enclosure - [dellstar_11647]	1	$19,492.08	$19,492.08
Dell Storage SC400 3.5 Enclosure - [dellstar_11647] (2)	6	$19,465.49	$116,792.94
Dell Storage SC420 2.5 Enclosure - [dellstar_11728]	1	$81,659.96	$81,659.96
		Subtotal:	$352,072.26
		Shipping:	$0.00
		Environmental Fees:	$0.00
		Non-Taxable Amount:	$352,072.26
		Taxable Amount:	$0.00
		Estimated Tax:	$0.00
		Total:	**$352,072.26**

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

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Dear Customer,

Your Quote is detailed below: please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

Megan Agoston

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

SKU	Description	Qty	Unit Price	Subtotal
	Dell Storage SC9000 Controller - [dellstar_10727]	1	$110,590.22	$110,590.22
	Estimated delivery date: Sep. 20 - 25, 2017 **Contract No:** 42AFU **Customer Agreement No:** DIR-SDD-1951			
210-AFTH	SC9000 Controller (1st)	1	-	-
449-BBJE	SC9000 Controller Components	1	-	-
325-BCJT	Dell EMC 2U Standard Bezel	1	-	-
450-ADWM	Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	1	-	-
370-ACJU	256GB Memory	1	-	-
435-BBBD	Write Cache Card (1M LC-LC Optical Cable)	1	-	-
634-BEMY	Storage Center Core Software Bundle, Base License	1	-	-
634-BENC	Storage Protection Bundle, Software License	1	-	-
634-BEND	Storage Optimization Bundle, Software License	1	-	-
340-ARMM	Dell SC9000 Shipping, DAO	1	-	-
804-5314	Software Support: 7X24, Storage Center Software Base Bundle License, 3 Years	1	-	-
804-5342	Software Support: 7X24, Storage Center Optimization Bundle License, 3 Years	1	-	-
804-5332	Software Support: 7X24, Storage Protection Bundle License, 3 Years	1	-	-
332-1286	US Order	1	-	-
804-5364	Dell Compellent Copilot: 7x24 HW / SW Tech Support and Assistance, 3 Years	1	-	-
804-5366	Dell Hardware Limited Warranty	1	-	-
804-5368	Dell Compellent Copilot: Next Business Day Onsite Service	1	-	-

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	After Problem Diagnosis, 3 Years			
931-7307	Thank you choosing Dell. For tech support, visit http://www.compellent.com/Support-Services.aspx or call 1-866-397-8673	1	-	-
806-2657	ProDeploy Dell Storage SC Series 9XXX SAN - Deployment	1	-	-
806-2658	ProDeploy Dell Storage SC Series 9XXX SAN - Deployment Verification	1	-	-
450-AADY	C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord	1	-	-
450-AADY	C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord	1	-	-
565-BBCI	IO, 10Gb FCoE, 2Port, PCI-E, Optical, Full height	2	-	-
565-BBCM	IO, 1Gb/10Gb iSCSI, 2port,PCI-E,Base-T, Full height	1	-	-
544-BBBZ	IO, 12Gb SAS, 2port, PCI-E, Low Profile, 2x2m Mini-SAS HD to Mini-SAS HD cable	2	-	-
634-BENI	Storage Center Drive License	100	-	-
804-2162	ProDeploy Add-On: Replication Services for Dell Storage (Requires ProDeploy)	1	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell Storage SC9000 Controller - [customer_10727] (2)	1	$23,537.06	$23,537.06
	Estimated delivery date: Sep. 20 - 25, 2017 **Contract No:** 42AFU **Customer Agreement No:** DIR-SDD-1951			
210-AFTI	SC9000 Controller (2nd)	1	-	-
449-BBJE	SC9000 Controller Components	1	-	-
325-BCJT	Dell EMC 2U Standard Bezel	1	-	-
450-ADWM	Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	1	-	-
370-ACJU	256GB Memory	1	-	-
435-BBBD	Write Cache Card (1M LC-LC Optical Cable)	1	-	-
634-BEMZ	Storage Center Core Software Bundle, Base License Not Required	1	-	-
340-ARMM	Dell SC9000 Shipping, DAO	1	-	-
332-1286	US Order	1	-	-
804-5364	Dell Compellent Copilot: 7x24 HW / SW Tech Support and Assistance, 3 Years	1	-	-

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804-5366	Dell Hardware Limited Warranty	1	-	-
804-5368	Dell Compellent Copilot: Next Business Day Onsite Service After Problem Diagnosis, 3 Years	1	-	-
931-7307	Thank you choosing Dell. For tech support, visit http://www.compellent.com/Support-Services.aspx or call 1-866-397-8673	1	-	-
806-2657	ProDeploy Dell Storage SC Series 9XXX SAN - Deployment	1	-	-
806-2658	ProDeploy Dell Storage SC Series 9XXX SAN - Deployment Verification	1	-	-
450-AADY	C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord	1	-	-
450-AADY	C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord	1	-	-
565-BBCI	IO, 10Gb FCoE, 2Port, PCI-E, Optical, Full height	2	-	-
565-BBCM	IO, 1Gb/10Gb iSCSI, 2port,PCI-E,Base-T, Full height	1	-	-
544-BBBZ	IO, 12Gb SAS, 2port, PCI-E, Low Profile, 2x2m Mini-SAS HD to Mini-SAS HD cable	2	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell Storage SC400 3.5 Enclosure - [dellstar_11647]	1	$19,492.08	$19,492.08
	Estimated delivery date: Sep. 19 - 22, 2017 **Contract No:** 42AFU **Customer Agreement No:** DIR-SDD-1951			
210-AFLK	SC400 Enclosure (1st enclosure of new array)	1	-	-
325-BCLF	SC400 Bezel	1	-	-
403-BBKM	Enclosure Mangement Module, Dual	1	-	-
770-BBJE	Rack rail, 2Us, Static	1	-	-
450-AEBJ	Power supply, AC 600W, Redundant	1	-	-
340-AKPJ	MD1400/SC400 Enclosure Regulatory Label, Mexico	1	-	-
340-AQPI	Dell SC400 Shipping, DAO	1	-	-
332-1286	US Order	1	-	-
804-3643	Dell Hardware Limited Warranty	1	-	-
804-3645	Dell Compellent Copilot: 7x24 HW / SW Tech Support and Assistance, 3 Years	1	-	-
804-3647	Dell Compellent Copilot: Next Business Day Onsite Service After Problem Diagnosis, 3 Years	1	-	-

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931-7307	Thank you choosing Dell. For tech support, visit http://www.compellent.com/Support-Services.aspx or call 1-866-397-8673	1	-	-
806-2653	ProDeploy Dell Storage SC Disk Series 400/420 2U Exp Enclosure - Deployment	1	-	-
806-2654	ProDeploy Dell Storage SC Disk Series 400/420 2U Exp Enclosure - Deployment Verification	1	-	-
400-AIXF	SC400, 6TB, NL-SAS, 12Gb, 7.2K, 3.5" HD	12	-	-
450-AADY	C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord	1	-	-
450-AADY	C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord	1	-	-
470-ABDO	12Gb HD-Mini to HD-Mini SAS cable, 2m	1	-	-
470-ABDO	12Gb HD-Mini to HD-Mini SAS cable, 2m	1	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell Storage SC400 3.5 Enclosure - [dellstar_11647] (2)	6	$19,465.49	$116,792.94
	Estimated delivery date: Sep. 19 - 22, 2017 **Contract No:** 42AFU **Customer Agreement No:** DIR-SDD-1951			
210-AFLL	SC400 Enclosure (add-on enclosure)	6	-	-
325-BCLF	SC400 Bezel	6	-	-
403-BBKM	Enclosure Mangement Module, Dual	6	-	-
770-BBJE	Rack rail, 2Us, Static	6	-	-
450-AEBJ	Power supply, AC 600W, Redundant	6	-	-
340-AKPJ	MD1400/SC400 Enclosure Regulatory Label, Mexico	6	-	-
340-AQPI	Dell SC400 Shipping, DAO	6	-	-
332-1286	US Order	6	-	-
804-3643	Dell Hardware Limited Warranty	6	-	-
804-3645	Dell Compellent Copilot: 7x24 HW / SW Tech Support and Assistance, 3 Years	6	-	-
804-3647	Dell Compellent Copilot: Next Business Day Onsite Service After Problem Diagnosis, 3 Years	6	-	-
931-7307	Thank you choosing Dell. For tech support, visit http://www.compellent.com/Support-Services.aspx or call 1-866-397-8673	6	-	-

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806-2653	ProDeploy Dell Storage SC Disk Series 400/420 2U Exp Enclosure - Deployment	6	-	-
806-2654	ProDeploy Dell Storage SC Disk Series 400/420 2U Exp Enclosure - Deployment Verification	6	-	-
400-AIXF	SC400, 6TB, NL-SAS, 12Gb, 7.2K, 3.5" HD	72	-	-
450-AADY	C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord	6	-	-
450-AADY	C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord	6	-	-
470-ABDN	12Gb HD-Mini to HD-Mini SAS cable, 0.5m	6	-	-
470-ABDN	12Gb HD-Mini to HD-Mini SAS cable, 0.5m	6	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell Storage SC420 2.5 Enclosure - [delistar_11722]	1	$81,659.96	$81,659.96
	Estimated delivery date: Sep. 19 - 22, 2017 **Contract No:** 42AFU **Customer Agreement No:** DIR-SDD-1951			
210-AFTF	SC420 Enclosure (1st enclosure of new array)	1	-	-
325-BCLH	SC420 Bezel	1	-	-
403-BBKM	Enclosure Mangement Module, Dual	1	-	-
770-BBJE	Rack rail, 2Us, Static	1	-	-
450-AEBJ	Power supply, AC 600W, Redundant	1	-	-
340-AQPJ	Dell SC420 Shipping, DAO	1	-	-
389-BEVH	MD1420/SC420 Enclosure Regulatory Label, Mexico	1	-	-
332-1286	US Order	1	-	-
804-4909	Dell Compellent Copilot: Next Business Day Onsite Service After Problem Diagnosis, 3 Years	1	-	-
804-4934	Dell Compellent Copilot: 7x24 HW / SW Tech Support and Assistance, 3 Years	1	-	-
804-4936	Dell Hardware Limited Warranty	1	-	-
931-7307	Thank you choosing Dell. For tech support, visit http://www.compellent.com/Support-Services.aspx or call 1-866-397-8673	1	-	-
806-2653	ProDeploy Dell Storage SC Disk Series 400/420 2U Exp Enclosure - Deployment	1	-	-
806-2654	ProDeploy Dell Storage SC Disk Series 400/420 2U Exp	1	-	-

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	Enclosure - Deployment Verification			
400-AIZN	SC Enterprise Plus, 1.92TB, SAS, 12Gb, RI SSD, 2.5"	24	-	-
450-AADY	C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord	1	-	-
450-AADY	C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord	1	-	-
470-ABDN	12Gb HD-Mini to HD-Mini SAS cable, 0.5m	1	-	-
470-ABDN	12Gb HD-Mini to HD-Mini SAS cable, 0.5m	1	-	-

Subtotal:	$352,072.26
Shipping:	$0.00
Environmental Fees:	$0.00
Estimated Tax:	$0.00
Total:	**$352,072.26**

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Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for Consumer warranties ; for Commercial warranties).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer;Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at https://mozy.com/about/legal/terms.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the f oregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**
Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

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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. 33000911 for the purchase of Dell Storage SC9000 Controllers as per DIR-SDD-1951, 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 Attorney

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

ccdocs/RES.Purchase Order 33000911.Dell Storage SC9000 Controllers
09.25.2017

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 09/25/2017
Order Number 33000911 000 OP
Branch/Plant 3410

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 09/25/2017 Freight
Requested 09/25/2017
Delivery Per J Zhine / Req # 50890 Taken By Q#3000017253634.1/DIR-SDD-1951 K MCAVOY

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
6Gb MiniSAS HD toMiniSAS Cable	8.000	171.5200	EA	1,372.16	09/25/2017
2M Kit #331-8477					
SC9000 Controller Upgrade	1.000	37,358.1800	EA	37,358.18	09/25/2017
#210-AFTJ					
Comp CoPilot HW/SW TechSupport	1.000		EA		09/25/2017
3 Yrs #804-5364					
SC9000 Controller Upgrade 2	1.000	36,658.8800	EA	36,658.88	09/25/2017
#210-AFTJ					
Comp CoPilot HW/SW TechSupport	1.000		EA		09/25/2017
3 Yrs #804-5364					
LO-LC Optical Cable 1M	20.000		EA		09/25/2017
#470-ABQU					

Total Order

Terms NET 30 75,389.22

This purchase order encumbers funds in the amount of $75,389.22 awarded to Dell Marketing, LP of Round Rock, TX on October 12, 2017. The following is incorporated into and made part of this purchase order by reference: Contract DIR-SDD-1951 dated September 8, 2017 from Dell Marketing, LP of Round Rock, TX. Resolution #_____.

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

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. a. 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. a. 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 viciation 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 or 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 or 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 or 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 or 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. Whereever the term "Uniform Commercial Code" is used, it shall he 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 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/departmental-websites/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.

31. House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that: (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

By accepting this purchase order, the Vendor (Professional or other applicable term defining the contracting party) verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

A quote for your consideration!

Total: $75,389.22

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number:	Quote date:	Quote expiration:	Solution ID:	Deal ID:
3000017253634.1	Sep. 8, 2017	Oct. 30, 2017	8574309	14163682

Company name:
CITY OF LUBBOCK

Customer number:
1784159

Phone:
(806) 775-2626

Sales rep information:
Megan Agoston
Megan_Agoston@Dell.com
(800) 456-3355
Ext: 5130601

Billing Information:
CITY OF LUBBOCK
PO BOX 2000
LUBBOCK
TX 79457-0001
US
(806) 775-2626

Pricing Summary

Item	Qty	Unit Price	Subtotal
331-8477 - 6Gb Mini-SAS HD to Mini-SAS Ca ble, 2M, Qty 2, Customer Kit	8	$171.52	$1,372.16
Dell Storage SC9000 Controller - [dellstar_10727]	1	$37,358.18	$37,358.18
Dell Storage SC9000 Controller - [dellstar_10727] (2)	1	$36,658.88	$36,658.88
		Subtotal:	$75,389.22
		Shipping:	$0.00
		Environmental Fees:	$0.00
		Non-Taxable Amount:	$75,389.22
		Taxable Amount:	$0.00
		Estimated Tax:	$0.00
		Total:	**$75,389.22**

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

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Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

Megan Agoston

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

SKU	Description	Qty	Unit Price	Subtotal
	331-8477 - 6Gb Mini-SAS HD to Mini-SAS Ca ble, 2M, Qty 2, Customer Kit	8	$171.52	$1,372.16
	Estimated delivery date: Sep. 15 - 20, 2017 **Contract No:** 42AFU **Customer Agreement No:** DIR-SDD-1951			
331-8477	6Gb Mini-SAS HD to Mini-SAS Cable, 2M, Qty 2, Customer Kit	8	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell Storage SC9000 Controller - [dellstar_10727]	1	$37,358.18	$37,358.18
	Estimated delivery date: Sep. 19 - 22, 2017 **Contract No:** 42AFU **Customer Agreement No:** DIR-SDD-1951			
210-AFTJ	SC9000 Controller (Upgrade)	1	-	-
449-BBJE	SC9000 Controller Components	1	-	-
325-BCJT	Dell EMC 2U Standard Bezel	1	-	-
450-ADWM	Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	1	-	-
370-ACJU	256GB Memory	1	-	-
435-BBBD	Write Cache Card (1M LC-LC Optical Cable)	1	-	-
634-BEMZ	Storage Center Core Software Bundle, Base License Not Required	1	-	-
340-ARMM	Dell SC9000 Shipping, DAO	1	-	-
332-1286	US Order	1	-	-
804-5364	Dell Compellent Copilot: 7x24 HW / SW Tech Support and Assistance, 3 Years	1	-	-
804-5366	Dell Hardware Limited Warranty	1	-	-

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804-5368	Dell Compellent Copilot: Next Business Day Onsite Service After Problem Diagnosis, 3 Years	1	-	-
931-7307	Thank you choosing Dell. For tech support, visit http://www.compellent.com/Support-Services.aspx or call 1-866-397-8673	1	-	-
806-2657	ProDeploy Dell Storage SC Series 9XXX SAN - Deployment	1	-	-
806-2658	ProDeploy Dell Storage SC Series 9XXX SAN - Deployment Verification	1	-	-
450-AADY	C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord	1	-	-
450-AADY	C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord	1	-	-
470-ABQU	LC-LC Optical Cable, 1M	10	-	-
565-BBEQ	IO, 10Gb iSCSI, 4port, PCI-E, Optical, Full height	1	-	-
544-BBCD	IO, 12Gb SAS, 4port, PCI-E, Full height, 4x2m	1	-	-
804-2162	ProDeploy Add-On: Replication Services for Dell Storage (Requires ProDeploy)	1	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell Storage SC9000 Controller - [dellstar_10727] (2)	1	$36,658.88	$36,658.88
	Estimated delivery date: Sep. 19 - 22, 2017 **Contract No:** 42AFU **Customer Agreement No:** DIR-SDD-1951			
210-AFTJ	SC9000 Controller (Upgrade)	1	-	-
449-BBJE	SC9000 Controller Components	1	-	-
325-BCJT	Dell EMC 2U Standard Bezel	1	-	-
450-ADWM	Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	1	-	-
370-ACJU	256GB Memory	1	-	-
435-BBBD	Write Cache Card (1M LC-LC Optical Cable)	1	-	-
634-BEMZ	Storage Center Core Software Bundle, Base License Not Required	1	-	-
340-ARMM	Dell SC9000 Shipping, DAO	1	-	-
332-1286	US Order	1	-	-
804-5364	Dell Compellent Copilot: 7x24 HW / SW Tech Support and Assistance, 3 Years	1	-	-
804-5366	Dell Hardware Limited Warranty	1	-	-

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804-5368	Dell Compellent Copilot: Next Business Day Onsite Service After Problem Diagnosis, 3 Years	1	-	-
931-7307	Thank you choosing Dell. For tech support, visit http://www.compellent.com/Support-Services.aspx or call 1-866-397-8673	1	-	-
806-2657	ProDeploy Dell Storage SC Series 9XXX SAN - Deployment	1	-	-
806-2658	ProDeploy Dell Storage SC Series 9XXX SAN - Deployment Verification	1	-	-
450-AADY	C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord	1	-	-
450-AADY	C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m), Power Cord	1	-	-
470-ABQU	LC-LC Optical Cable, 1M	10	-	-
565-BBEQ	IO, 10Gb iSCSI, 4port, PCI-E, Optical, Full height	1	-	-
544-BBCD	IO, 12Gb SAS, 4port, PCI-E, Full height, 4x2m	1	-	-

Subtotal:	$75,389.22
Shipping:	$0.00
Environmental Fees:	$0.00
Estimated Tax:	$0.00
Total:	**$75,389.22**

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Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for Consumer warranties ; for Commercial warranties).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer;Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at https://mozy.com/about/legal/terms.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the f oregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**
Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

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City of Lubbock, TX
Capital Project
Project Cost Detail
October 12, 2017

Capital Project Number:	92520
Capital Project Name:	Secondary Data Center

	Budget
Encumbered/Expended	$ -
Agenda Items: October 12, 2017	
Dell Marketing LP Order 33000912	2,860,662
Palo Alto Networks	102,720
Kudelski Security Inc.	574,806
Dell Marketing LP	1,136,762
Encumbered/Expended to Date	4,674,950
Estimated Costs for Remaining Appropriation	
Technology Equipment	585,050
Remaining Appropriation	585,050
Total Appropriation To Date	$ 5,260,000

Project Name **Secondary Data Center** *Project Number* **92520**

Managing Department **Data Processing Services**

Project Manager **David McGaughey**

Project Classification **New Facility**

Project Status **Approved**



Project Scope

The scope of this project includes purchasing new computing assets that will be installed in the Primary and Secondary Data Center. The assets include servers, storage and network equipment as well as software to create redundant communications between Data Centers over fiber optics. In addition, a complete VMWare installation will be implemented on the new hardware at both locations. The VMWare installation will include software for network and security, storage replication, and recovery and operations management. The project will have consulting and training provided as part of a turnkey solution.

Project Justification

The purpose of this project will be to provide redundant information technology services to the City. These services will provide redundancy and reliability as well as continuity of operations between City data centers.

Project History

$5,260,000 was appropriated in the FY 2017-18 Budget, Ord. No. 2017-O0111, October 1, 2017.

Recent and current assessments identified the need for a secondary data center. The proposed solution leverages existing equipment and provides the required backbone for seamless redundancy and future expansion into an off-site solution for a third node.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Project Amount
Technology	0	5,260,000	0	0	0	0	0	5,260,00
Total Project Appropriation	0	5,260,000	0	0	0	0	0	5,260,00

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Funding
FY 2018 10-Year Tax Revenue CO's	0	5,260,000	0	0	0	0	0	5,260,00
Total Funding Sources	0	5,260,000	0	0	0	0	0	5,260,00

		Unappropriated Planning Years					
Operating Budget Impact	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Impact
Information Technology	0	10,000	10,000	400,000	450,000	500,000	1,370,00
Total Operating Budget Impact	0	10,000	10,000	400,000	450,000	500,000	1,370,00

Regular City Council Meeting **6. 13.**

Meeting Date: 10/12/2017

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order Contracts, 33000910, 33000914 and 33000915 with Kudelski Security, Inc., for the purchase of equipment for the Alternate Data Center.

Item Summary

The purchases for the Alternate Data Center of 2 Juniper MX480 Ethernet Edge Routers will provide the redundant platform for access aggregation and provide edge services for the City of Lubbock's applications and internet traffic. The 4 Juniper QFX10002 Switch systems with transceivers will provide the ability for Data Center Interconnect between the Data Centers, and 2 Palo Alto Networks firewall appliances will prevent threats and safely enable applications utilized by the City of Lubbock to access the internet.

The purchase of the Alternate Data Center equipment is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-TSO-2681.

Fiscal Impact

$5,260,000 is appropriated in Capital Improvement Project 92520, Secondary Data Center, with $677,526 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution- Palo Alto Networks PA-5220
Purchase Order- Palo Alto Networks PA-5220
Resolution- JunCareNBD
Purchase Order-JunCareNbd
Resolution- JuneCare ND Support
Purchase Order- JuneCare ND Support
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, Purchase Order No. 33000910 for the purchase of Palo Alto Networks PA-5220 as per DIR-TSO-2681, by and between the City of Lubbock and Kudelski Security Inc. of Minnetonka, MN, 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

ccdocs/RES.Purchase Order 33000910.Palo Alto Networks PA-5220
09.25.2017

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 09/25/2017
Order Number 33000910 000 OP
Branch/Plant 3410

TO: KUDELSKI SECURITY INC
12400 WHITEWATER DRIVE SUITE 100
MINNETONKA Minnesota 55343-9466

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 09/25/2017 Freight
Requested 10/31/2017 Taken By S GONZALEZ
Delivery Per J Zhine Req # 50891 Quote # Q018664/DIR-TSO-2681

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Palo Alto Netwks PA-5220 w AC	2.000	34,500.0000	EA	69,000.00	10/31/2017
PwrSupp #PAN-PA-5220-AC					
ThreatPrev Subsc/device in HA	2.000	4,830.0000	EA	9,660.00	10/31/2017
Pair 1Yr #PAN-PA-5220-TP-HA2					
PANDB URL filtering subscr/dvc	2.000	4,830.0000	EA	9,660.00	10/31/2017
HA 1Y #PAN-PA-5220-URL4-HA2					
Premium support year 1 PA-5220	2.000	7,200.0000	EA	14,400.00	10/31/2017
#PAN-SVC-PREM-5220					

Total Order

Terms NET DUE ON RECEIPT 102,720.00

This purchase order encumbers funds in the amount of $102,720.00 awarded to Kudelski Security, Inc. of Minnetonka, MN on _____, 2017. The following is incorporated into and made part of this purchase order by reference: Contract DIR-TSO-2681 from Kudelski Security, Inc. of Minnetonka, MN dated September 13, 2017. Resolution #_____.

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

PURCHASE ORDER
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. a. 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. a. 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 viciation 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 or 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 or 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 or 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 or 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. Whereever 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 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/departmental-websites/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.

31. House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that: (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.
By accepting this purchase order, the Vendor (Professional or other applicable term defining the contracting party) verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

KUDELSKI SECURITY

Quote

12400 Whitewater Dr Suite 100 Minnetonka MN 55343

Quoted To
City of Lubbock
David McGaughey
mcgoy@mylubbock.us
+1.806.775.3000

Date	9/13/2017
Quote #	Q018664
Expires	10/30/2017
Terms	Net 30
Sales Rep	Tiffany Lawson
Phone Number	214-420-5812
Email	tlawson@mandstech.com

		DIR-TSO-2681				
PAN-PA-5220-AC	2	Palo Alto Networks PA-5220 with redundant AC power supplies	50,000.00	31.0%	34,500.00	69,000.00
PAN-PA-5220-TP-HA2	2	Threat prevention subscription for device in an HA pair year 1, PA-5220	7,000.00	31.0%	4,830.00	9,660.00
PAN-PA-5220-URL4-HA2	2	PANDB URL filtering subscription for device in an HA pair year 1, PA-5220	7,000.00	31.0%	4,830.00	9,660.00
PAN-SVC-PREM-5220	2	Premium support year 1, PA-5220	8,000.00	10.0%	7,200.00	14,400.00
		Total				$102,720.00

All amounts are quoted exclusive of sales tax, shipping and handling charges, and other expenses incident to delivery.

Signature below indicates acceptance of pricing, terms, and conditions of sale of product and services listed above.

Authorized Representative Date

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. 33000914 for the purchase of JunCareNBD as per DIR-TSO-2681, by and between the City of Lubbock and Kudelski Security Inc. of Minnetonka, MN, 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

ccdocs/RES.Purchase Order 33000914.JunCareNBD
09.25.2017

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 09/25/2017
Order Number 33000914 000 OP
Branch/Plant 3410

TO: KUDELSKI SECURITY INC
12400 WHITEWATER DRIVE SUITE 100
MINNETONKA Minnesota 55343-9466

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 09/25/2017 Freight
Requested 10/31/2017 Taken By S GONZALEZ
Delivery PER J ZHINE/REQ 50903 QUOTE #Q018545/DIR-TSO-2681

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
QFX10002 w36P 40G QSFP+ /12P	4.000	22,500.0000	EA	90,000.00	10/31/2017
100G QSFP28 #QFX10002-36Q					
QFX10002-36Q Prem Licns	4.000	5,000.0000	EA	20,000.00	10/31/2017
#QFX10002-36Q-PFL					
COR Supp/QFX10002-36Q-RFL	4.000	382.5000	EA	1,530.00	10/31/2017
#SVC-COR-QFX02-36QP					
JunCareNBD QFX10002-36Q &36QDC	4.000	5,440.0000	EA	21,760.00	10/31/2017
#SVC-ND-QFX02-36Q					

Total Order

Terms NET DUE ON RECEIPT 133,290.00

This purchase order encumbers funds in the amount of $133,290.00 awarded to Kudelski Security, Inc. of Minnetonka, MN on _____, 2017. The following is incorporated into and made part of this purchase order by reference: Contract DIR-TSO-2681 from Kudelski Security, Inc. of Minnetonka, MN dated September 21, 2017. Resolution #_____.

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

PURCHASE ORDER
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.

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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. a. 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. a. 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 viciation 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.

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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.

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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 or 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.

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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 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).

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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.

31. House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel, and (ii) will not Boycott Israel during the term of the contract.
By accepting this purchase order, the Vendor (Professional or other applicable term defining the contracting party) verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

KUDELSKI SECURITY

Quote

12400 Whitewater Dr Suite 100 Minnetonka MN 55343

Quoted To
City of Lubbock
David McGaughey
mcgoy@mylubbock.us
+1.806.775.3000

Date	9/21/2017
Quote #	Q018545
Expires	10/30/2017
Terms	Net 30
Sales Rep	Tiffany Lawson
Phone Number	214-420-5812
Email	tlawson@mandstech.com

Item	Qty	Description	MSRP	Discount	Unit Price	Ext. Price
		DIR-TSO-2681				
		QFX10K Core				
QFX10002-36Q	4	QFX10002 System with 36-port 40G QSFP+ / 12-port 100G QSFP28 / 144-port 10G SFP+ with 2 1600W AC Power Supplies and 3 Fan Trays	45,000.00	50.0%	22,500.00	90,000.00
QFX10002-36Q-PFL	4	QFX10002-36Q Premium Feature License	10,000.00	50.0%	5,000.00	20,000.00
SVC-COR-QFX02-36QP	4	COR SUP FOR QFX10002-36Q-PFL	450.00	15.0%	382.50	1,530.00
SVC-ND-QFX02-36Q	4	Juniper Care Next Day Support for QFX10002-36Q & QFX10002-36Q-DC	6,400.00	15.0%	5,440.00	21,760.00
		Total				$133,290.00

All amounts are quoted exclusive of sales tax, shipping and handling charges, and other expenses incident to delivery.

Signature below Indicates acceptance of pricing, terms, and conditions of sale of product and services listed above.

Authorized Representative Date

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. 33000915 for the purchase of JuneCare ND Support as per DIR-TSO-2681, by and between the City of Lubbock and Kudelski Security Inc. of Minnetonka, MN, 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

ccdocs/RES.Purchase Order 33000915.JuneCare ND Support
09.25.2017

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 09/25/2017
Order Number 33000915 000 OP
Branch/Plant 3410

TO: KUDELSKI SECURITY INC
12400 WHITEWATER DRIVE SUITE 100
MINNETONKA Minnesota 55343-9466

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 09/25/2017 Freight
Requested 10/31/2017 Taken By S GONZALEZ
Delivery PER J ZHINE REQ # 50901 QUOTE #Q018554/DIR-TSO-2681

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
MX480 Premium Bundle wAC Pwr	2.000	53,500.0000	EA	107,000.00	10/31/2017
#MX480-PREMIUM3-AC					
Enhanced MX Switch Control Boa	4.000	2,500.0000	EA	10,000.00	10/31/2017
#SCBE2-MX-BB					
Routing Engine _6 Core 2.0GHz	4.000		EA		10/31/2017
w 64G Mem #RE-S-X6-64G-BB					
AC Power Cord	8.000	37.5000	EA	300.00	10/31/2017
#CBL-M-PWR-RA-US					
MIC-3D-20GE-SFP, enhanced	4.000	4,500.0000	EA	18,000.00	10/31/2017
#MIC-3D-20GE-SFP-E					
MIC w/10x10GE SFP+ interface	4.000	22,500.0000	EA	90,000.00	10/31/2017
#MIC3-3D-10XGE-SFPP					
NEXT-GEN MPC3E PORT QUEUE MX	4.000	35,000.0000	EA	140,000.00	10/31/2017
#MPC3E-3D-NG					
Licns /slot support L3 route &	4.000	12,500.0000	EA	50,000.00	10/31/2017
L3 VPN #S-MPC-3D-PQ-ADV-R					

City of Lubbock TEXAS

PURCHASE ORDER

Page - 2
Date - 09/25/2017
Order Number 33000915 000 OP
Branch/Plant 3410

TO: KUDELSKI SECURITY INC
12400 WHITEWATER DRIVE SUITE 100
MINNETONKA Minnesota 55343-9466

SHIP TO: CITY OF LUBBOCK
INFORMATION TECHNOLOGY
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INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 09/25/2017 Freight
Requested 10/31/2017 Taken By S GONZALEZ
Delivery PER J ZHINE REQ # 50901 QUOTE #Q018554/DIR-TSO-2681

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
8-Pk SFP+ 10GBase SR Optics	2.000	4,200.0000	EA	8,400.00	10/31/2017
QFX & EX #JNP-10G-SR-8PACK					
JuniperCare ND Support /MX480	2.000	3,519.0000	EA	7,038.00	10/31/2017
Chassis #SVC-ND-MX480					
ND SUP FOR MPC3E-3D-NG	4.000	2,142.0000	EA	8,568.00	10/31/2017
#SVC-ND-MPC3NG					
JunCare Core Supp MX-MPC-S-PQ	4.000	552.5000	EA	2,210.00	10/31/2017
#SVC-COR-MX-MPC-S-PQ					

Total Order

Terms NET DUE ON RECEIPT 441,516.00

This purchase order encumbers funds in the amount of $441,516.00 awarded to Kudelski Security, Inc. of Minnetonka, MN on _____, 2017. The following is incorporated into and made part of this purchase order by reference: Contract DIR-TSO-2681 from Kudelski Security, Inc. of Minnetonka, MN dated September 8, 2017. Resolution # _____.

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

PURCHASE ORDER
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. a. 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. a. 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 viciation 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 or 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 or 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 or 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 or 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. Whereever 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.

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By accepting this purchase order, the Vendor (Professional or other applicable term defining the contracting party) verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

KUDELSKI SECURITY

Quote

12400 Whitewater Dr Suite 100 Minnetonka MN 55343

Quoted To
City of Lubbock
David McGaughey
mcgoy@mylubbock.us
+1.806.775.3000

Date	9/8/2017
Quote #	Q018554
Expires	10/30/2017
Terms	Net 30
Sales Rep	Tiffany Lawson
Phone Number	214-420-5812
Email	tlawson@mandstech.com

		DIR-TSO-2681				
		MX480 Primary				
MX480-PREMIUM3-AC	2	MX480 Premium Bundle with redundant components, AC Power	107,000.00	50.0%	53,500.00	107,000.00
SCBE2-MX-BB	4	Enhanced MX Switch Control Board, Base Bundle	5,000.00	50.0%	2,500.00	10,000.00
RE-S-X6-64G-BB	4	Routing Engine - 6 Core 2.0GHz with 64G Memory, Base Bundle, for MX240/MX480/MX960	0.00	50.0%	0.00	0.00
CBL-M-PWR-RA-US	8	AC Power Cord, USA/Canada (N6/20), C19, 20A/250V, 2.5m, Right Angle	75.00	50.0%	37.50	300.00
MIC-3D-20GE-SFP-E	4	MIC-3D-20GE-SFP, enhanced (MAC SEC & TIMING PHY)	9,000.00	50.0%	4,500.00	18,000.00
MIC3-3D-10XGE-SFPP	4	MIC with 10x10GE SFP+ interface. Optics sold separately	45,000.00	50.0%	22,500.00	90,000.00
MPC3E-3D-NG	4	NEXT-GEN MPC3E PORT QUEUE MX	70,000.00	50.0%	35,000.00	140,000.00
S-MPC-3D-PQ-ADV-R	4	License, per slot, to support full scale L3 route and L3 VPN on port queuing MPCs	25,000.00	50.0%	12,500.00	50,000.00
JNP-10G-SR-8PACK	2	8-Pack SFP+ 10GBase SR Optics for all QFX and EX series	8,400.00	50.0%	4,200.00	8,400.00
SVC-ND-MX480	2	Juniper Care NextDay Support for MX480 Chassis (includes RE/SCB/PWR/JUNOS)	4,140.00	15.0%	3,519.00	7,038.00
SVC-ND-MPC3NG	4	ND SUP FOR MPC3E-3D-NG	2,520.00	15.0%	2,142.00	8,568.00
SVC-COR-MX-MPC-S-PQ	4	Juniper Care Core Support for MX-MPC-S-PQ feature	650.00	15.0%	552.50	2,210.00
		Total				$441,516.00

All amounts are quoted exclusive of sales tax, shipping and handling charges, and other expenses incident to delivery.

Signature below Indicates acceptance of pricing, terms, and conditions of sale of product and services listed above.

Authorized Representative Date

City of Lubbock, TX
Capital Project
Project Cost Detail
October 12, 2017

Capital Project Number:	92520
Capital Project Name:	Secondary Data Center

	Budget
Encumbered/Expended	$ -
Agenda Items: October 12, 2017	
Dell Marketing LP Order 33000912	2,860,662
Palo Alto Networks	102,720
Kudelski Security Inc.	574,806
Dell Marketing LP	1,136,762
Encumbered/Expended to Date	4,674,950
Estimated Costs for Remaining Appropriation	
Technology Equipment	585,050
Remaining Appropriation	585,050
Total Appropriation To Date	$ 5,260,000

Project Name **Secondary Data Center** *Project Number* **92520**

Managing Department **Data Processing Services**

Project Manager **David McGaughey**

Project Classification **New Facility**

Project Status **Approved**



Project Scope

The scope of this project includes purchasing new computing assets that will be installed in the Primary and Secondary Data Center. The assets include servers, storage and network equipment as well as software to create redundant communications between Data Centers over fiber optics. In addition, a complete VMWare installation will be implemented on the new hardware at both locations. The VMWare installation will include software for network and security, storage replication, and recovery and operations management. The project will have consulting and training provided as part of a turnkey solution.

Project Justification

The purpose of this project will be to provide redundant information technology services to the City. These services will provide redundancy and reliability as well as continuity of operations between City data centers.

Project History

$5,260,000 was appropriated in the FY 2017-18 Budget, Ord. No. 2017-O0111, October 1, 2017.

Recent and current assessments identified the need for a secondary data center. The proposed solution leverages existing equipment and provides the required backbone for seamless redundancy and future expansion into an off-site solution for a third node.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Project Amount
Technology	0	5,260,000	0	0	0	0	0	5,260,00
Total Project Appropriation	0	5,260,000	0	0	0	0	0	5,260,00

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Funding
FY 2018 10-Year Tax Revenue CO's	0	5,260,000	0	0	0	0	0	5,260,00
Total Funding Sources	0	5,260,000	0	0	0	0	0	5,260,00

		Unappropriated Planning Years					
Operating Budget Impact	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Impact
Information Technology	0	10,000	10,000	400,000	450,000	500,000	1,370,00
Total Operating Budget Impact	0	10,000	10,000	400,000	450,000	500,000	1,370,00

Regular City Council Meeting **6. 14.**

Meeting Date: 10/12/2017

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order Contract 33000912 with Dell Marketing LP for the purchase of a Volume License Agreement for the VMware Enterprise License Agreement.

Item Summary

The purchase of the Volume License Agreement for the VMware Enterprise License Agreement is for the Alternate Data Center and the Data Center. This is a 5-year agreement for VMware that enables the virtual servers to completely replicate the data, and in the event of a disaster, the ability to recover.

The purchase is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-SDD-1951.

Fiscal Impact

$5,260,000 is appropriated in Capital Improvement Project 92520, Secondary Data Center, with $2,860,662 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution - VMWARE
Purchase Order - VMWARE
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, Purchase Order No. 33000912 for the purchase of VLA VMWARE-ELA as per DIR-SDD-1951, 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 Attorney

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

ccdocs/RES.Purchase Order 33000912.VLA VMWARE-ELA
09.25.2017

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 09/25/2017
Order Number 33000912 000 OP
Branch/Plant 3410

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 09/25/2017 Freight
Requested 09/25/2017 Taken By K MCAVOY
Delivery Per J Zhine / Req # 50909 Q#1022838773698.1/DIR-SDD-1951

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
City of Lubb VLA VMWARE ELA 5Y	1.000	2,860,661.7600	EA	2,860,661.76	09/25/2017
#111197176 #A9873381					
VMWare vCenter Server6 Std	1.000		EA		09/25/2017
for vSphere 6 per instance					
VMware Site Recovery Manager	14.000		EA		09/25/2017
6 Enterprise -25 VM pack					
Consulting & Learning Credits	6,500.000		EA		09/25/2017
PSO Credit 1201+					
VMware vRealize Netwrk Insight	110.000		EA		09/25/2017
Advanced addon for NSX					
Upgrd VMware vSphere 6 Std to	32.000		EA		09/25/2017
vSphere 6 Enterpr+ for 1 Proc					
VMware vRealize Suite 7	64.000		EA		09/25/2017
Advanced per PLU					
Upgr VMware vRealze Opertns 6	32.000		EA		09/25/2017
Std to vRealze Suite7 Advanced					

City of Lubbock TEXAS PURCHASE ORDER

Date - 09/25/2017

Order Number 33000912 000 OP

Branch/Plant 3410

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 09/25/2017 Freight

Requested 09/25/2017 Taken By K MCAVOY

Delivery Per J Zhine / Req # 50909 Q#1022838773698.1/DIR-SDD-1951

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Upgrd VMware vSphere 6 wOpertn Mgmt Entrp to vCloud Ste7 Adv	14.000		EA		09/25/2017
VMware vSphere 6 Enterprise Plus for 1 Processor	64.000		EA		09/25/2017
VMware NSX Enterprise per Processor	110.000		EA		09/25/2017
VMware vSAN 6 Enterprise for 1 Processor	64.000		EA		09/25/2017

Total Order

Terms NET 30 2,860,661.76

This purchase order encumbers funds in the amount of $2,860,661.76 awarded to Dell Marketing, LP of Round Rock, TX on October 12, 2017. The following is incorporated into and made part of this purchase order by reference: Contract DIR-SDD-1951 dated September 8, 2017 from Dell Marketing, LP of Round Rock, TX. Resolution #_____.

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

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. a. 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. a. 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 viciation 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 or 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 or 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 or 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 or 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. Whereever 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 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/departmental-websites/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.

31. House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

By accepting this purchase order, the Vendor (Professional or other applicable term defining the contracting party) verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808 001, as amended

A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total: $2,860,661.76

Quote number:
1022838773698.1

Quote date:
Sep. 8, 2017

Quote expiration:
Oct. 30, 2017

Company name:
CITY OF LUBBOCK

Customer number:
1784159

Phone:
(806) 775-2626

Sales rep information:

George Suliin
George_Suliin@Dell.com
(800) 456-3355
Ext: 5132226

Billing Information:

CITY OF LUBBOCK
PO BOX 2000
LUBBOCK
TX 79457-0001
US
(806) 775-2626

Pricing Summary

Item	Qty	Unit Price	Subtotal
VLA VMWARE-ELA	1	$2,860,661.76	$2,860,661.76
State Contract #: DIR-SDD-1951		**Subtotal:**	$2,860,661.76
		Shipping:	$0.00
		Environmental Fees:	$0.00
		Non-Taxable Amount:	$0.00
		Taxable Amount:	$0.00
		Estimated Tax:	$0.00
		Total:	**$2,860,661.76**

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

© 2014 Dell Inc. U.S. only. Dell Inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

George Suliin

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

© 2014 Dell Inc. U.S. only. Dell Inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682.

Shipping Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
RECV DEPT	(806) 775-2366	DELL Standard Delivery	CITY OF LUBBOCK 1611 10TH ST LUBBOCK TX 79401-0000 US

SKU	Description	Qty	Unit Price	Subtotal
	VLA VMWARE-ELA	1	$2,860,661.76	$2,860,661.76
A9873381	Contract No: 42AFU Customer Agreement No: DIR-SDD-1951 City of Lubbock ELA Details: Term: 5 years (60 months) EA #: 111197176 Support Type: Production Support ELA Subtype: IB: 111197176 ELA Components: VMware vCenter Server 6 Standard for vSphere 6 (Per Instance) --- Qty 1 Capped VMware Site Recovery Manager 6 Enterprise (25 VM Pack) --- Qty 14 Capped Consulting & Learning Credits - Prepaid Services PSO Credit 1201+ --- Qty 6,500 Capped VMware vRealize Network Insight Advanced - Add-on for NSX (per CPU) --- Qty 110 Capped Upgrade: VMware vSphere 6 Standard to vSphere 6 Enterprise Plus for 1 Processor --- Qty 32 Capped VMware vRealize Suite 7 Advanced (Per PLU) --- Qty 64 Capped Upgrade: VMware vRealize Operations 6 Standard (Per CPU) to VMware vRealize Suite 7 Advanced --- Qty 32 Capped Upgrade: VMware vSphere 6 with Operations Management Enterprise Plus (Per CPU) to VMware vCloud Suite 7 Advanced --- Qty 14 Capped VMware vSphere 6 Enterprise Plus for 1 processor --- Qty 64 Capped VMware NSX Enterprise per Processor --- Qty 110 Capped VMware vSAN 6 Enterprise for 1 processor --- Qty 64 Capped	1	-	-

Subtotal:	$2,860,661.76
Shipping:	$0.00
Environmental Fees:	$0.00
Estimated Tax:	$0.00
Total:	$2,860,661.76

© 2014 Dell Inc. U.S. only. Dell Inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682.

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for Consumer warranties ; for Commercial warranties).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer;Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at https://mozy.com/about/legal/terms.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the f oregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**
Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

© 2014 Dell Inc. U.S. only. Dell Inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682.

ENTERPRISE LICENSE AGREEMENT (ELA) – City of Lubbock

This Enterprise License Agreement (ELA) sets forth the terms and conditions for purchasing the Offerings specified below. This ELA is for the customer or you identified below ("**Customer**" or "**You**") and is made and entered into as of the Effective Date.

Customer Name: City of Lubbock	**Customer Address**: 916 Texas Ave, Lubbock, TX 79401, UNITED STATES
Entitlement Account (EA)#: 111197176	Customer is issuing PO related to this ELA to a VMware channel partner
Effective Date: (if blank, then the Effective Date is the last indicated date of execution)	**ELA Period Commencement Date:** Effective Date
Territory: United States	**ELA Period Expiration Date**: 5 years following the Effective Date

ORDER INFORMATION

Customer is ordering the VMware offerings listed on the ELA Schedule on Exhibit A (the "**Offerings**"). The Offerings may include VMware software, various services, and purchasing tokens or credits. Customer's use of the Offerings is limited to the Territory listed on this ELA.

1. **Software and Support Services Terms.** Customer's use of the Software is subject to the End User License Agreement accompanying or embedded in the Software, a copy of which can be found at http://www.vmware.com/download/eula. Customer's use of the Support Services is subject to the support services terms at http://www.vmware.com/support/policies.

   a) **Deployment Rights**. Customer may deploy the Software listed in ELA Schedule. A license to the Software shall be deemed "deployed" if the Software has been installed and Customer has entered a license key, if necessary, to run the Software. For subscription Software, Customer may only use the Subscription Software for the ELA period, unless Customer continues to pay the applicable renewal fees.

   b) **Software Delivery**. VMware shall deliver the Software to Customer by, at VMware's discretion, either: (a) making the Software available for download and emailing the corresponding license key(s); (b) making the Software available for download in a fashion that does not require a license key; or (c) shipping the Software on physical media and emailing the corresponding license key(s). All Software shall be deemed delivered and accepted upon VMware (i) making the Software available for download without the requirement of a license key or (ii) emailing the corresponding license key(s) to Customer. If the Software will be delivered on physical media, shipping and delivery terms are Ex Works VMware's regional fulfillment facility (INCOTERMS 2010).

   c) **Reporting.** Within thirty (30) days following expiration of the ELA Period, Customer shall report to VMware the total number of Software licenses Customer deployed as of the ELA Period Expiration Date. Customer shall also provide VMware with any other information reasonably requested by VMware to confirm Customer's compliance with the terms of this ELA. Such report shall be provided via e-mail to LicenseAdvisory@vmware.com, or as otherwise specified by VMware in writing. If Customer fails to meet the reporting requirements in this Section, VMware may audit Customer's compliance with the terms of this ELA, at Customer's expense.

2. **Training and Consulting Credits.** Customer's use of the training and consulting credits is subject to the terms posted at http://www.vmware.com/files/pdf/services/consserv-pso-credits-datasheet.pdf.

3. **Customer and Customer Reorganization.** Customer shall not, and shall not allow or permit any third party to, deploy, use or provide access to the Offerings for the benefit of the operations of any other group, entity, department or agency which (a) is in a controlling, parallel, or subordinate position; or (b) becomes part of or takes over part of the operations of Customer as a result of a government or academic Reorganization. "Reorganization" means any consolidation, division, change of control, or other similar action involving Customer and any third party.

The following shall not be included in the definition of Customer: any federal, state, or local entities, public/private educational entities, healthcare groups, or any other affiliated cooperatives, agencies, alumni, or other entities outside of City of Lubbock except as otherwise specifically set forth herein.

4. **Customer Reference.** Customer agrees that VMware may reference Customer as a customer of VMware, subject to trademark and logo usage guidelines provided by Customer.

5. **Third Party Beneficiary.** VMware is a direct and intended third party beneficiary of the provisions of this ELA and entitled to enforce the terms of this ELA directly against Customer.

6. **Order of Precedence.** The terms and conditions of this ELA shall prevail over any additional or conflicting terms in any purchase order Customer issues to VMware or any other terms for the Offerings. Unless otherwise modified in this ELA, any terms accompanying the Offerings shall remain in full force. Customer hereby agrees that any purchase orders Customer issues to VMware do not have to be signed to be valid and enforceable.

7. **Assignment.** Customer may not assign, subcontract or transfer this ELA and any of Customer's rights or obligations hereunder, in whole or in part, whether voluntarily, by operation of contract, law or otherwise, including by way of change of control, sale of assets, merger or consolidation without VMware's prior written consent, and any attempt by Customer to assign this ELA without such consent shall be null and void and of no force and effect.

EXHIBIT A

ELA Schedule

I. **OFFERINGS**

A. ON-PREMISE SOFTWARE (Perpetual Licenses)

Customer is purchasing the following VMware software ("Software") as it exists as of the Effective Date.

DESCRIPTION OF SOFTWARE	MAXIMUM AUTHORIZED DEPLOYMENT DURING THE ELA PERIOD
VMware vCenter Server Standard for vSphere (Per Instance)	1 License(s)
VMware Site Recovery Manager Enterprise (25 VM Pack)	14 Pack(s) (25 Pack)
VMware vRealize Network Insight - Add-on for NSX (per CPU)	110 License(s)
Upgrade: VMware vSphere Standard to vSphere Enterprise Plus for 1 Processor	32 License(s)
VMware vRealize Suite Advanced (Per PLU)	64 License(s)
Upgrade: VMware vRealize Operations Standard (Per CPU) to VMware vRealize Suite Advanced	32 License(s)
Upgrade: VMware vSphere with Operations Management Enterprise Plus (Per CPU) to VMware vCloud Suite Advanced	14 License(s)
VMware vSphere Enterprise Plus for 1 processor	64 License(s)
VMware NSX Enterprise per Processor	110 License(s)
VMware vSAN Enterprise for 1 processor	64 License(s)

B. SUPPORT AND SUBSCRIPTION SERVICES ("Support Services")

Customer is purchasing the following Support Services to be provided during the ELA Period:

B.1 On-Premise Software (perpetual licenses): During the ELA Period, VMware shall provide Customer with Production Level Support Services for the Software licensed on a perpetual basis.

B.2 Pre-ELA Installed Software: During the ELA Period, VMware shall provide Customer with Production Level Support Services for the following list of software previously licensed by Customer (Pre-ELA Installed Software), which are coterminous with the ELA Period. The Pre-ELA Installed Software is not subject to any license fees in this ELA. If the Pre-ELA Installed Software includes any licenses granted to Customer's affiliated entities, the purchase of Support Services for such Pre-ELA Installed Software under this ELA does not automatically transfer such software licenses to Customer.

SKU	Description of Pre-ELA Installed Software	Total	Notes
VS6-EPL	VMware vSphere Enterprise Plus for 1 processor	16	-

VS6-OEPL	VMware vSphere with Operations Management Enterprise Plus for 1 processor	14	-
VCS6-STD	VMware vCenter Server Standard for vSphere (Per Instance)	1	-
VR6-OSTDC	VMware vRealize Operations Standard (Per CPU)	32	-
VS6-STD	VMware vSphere Standard for 1 processor	32	-
ST6-AD	VMware vSAN Advanced for 1 processor	6	-

C. TECHNICAL AND CONSULTING SERVICES. Customer is purchasing the following technical and consulting services:

C.1 Training & Consulting Credits. Customer is purchasing the following training and consulting credits with no time limit on usage.

Description	Quantity
Consulting & Learning Credits - Prepaid Services PSO Credit 1201+	6,500

City of Lubbock, TX
Capital Project
Project Cost Detail
October 12, 2017

Capital Project Number:	92520
Capital Project Name:	Secondary Data Center

	Budget
Encumbered/Expended	$ -
Agenda Items: October 12, 2017	
Dell Marketing LP Order 33000912	2,860,662
Palo Alto Networks	102,720
Kudelski Security Inc.	574,806
Dell Marketing LP	1,136,762
Encumbered/Expended to Date	4,674,950
Estimated Costs for Remaining Appropriation	
Technology Equipment	585,050
Remaining Appropriation	585,050
Total Appropriation To Date	$ 5,260,000

Project Name **Secondary Data Center** *Project Number* **92520**

Managing Department **Data Processing Services**

Project Manager **David McGaughey**

Project Classification **New Facility**

Project Status **Approved**



Project Scope

The scope of this project includes purchasing new computing assets that will be installed in the Primary and Secondary Data Center. The assets include servers, storage and network equipment as well as software to create redundant communications between Data Centers over fiber optics. In addition, a complete VMWare installation will be implemented on the new hardware at both locations. The VMWare installation will include software for network and security, storage replication, and recovery and operations management. The project will have consulting and training provided as part of a turnkey solution.

Project Justification

The purpose of this project will be to provide redundant information technology services to the City. These services will provide redundancy and reliability as well as continuity of operations between City data centers.

Project History

$5,260,000 was appropriated in the FY 2017-18 Budget, Ord. No. 2017-O0111, October 1, 2017.

Recent and current assessments identified the need for a secondary data center. The proposed solution leverages existing equipment and provides the required backbone for seamless redundancy and future expansion into an off-site solution for a third node.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Project Amount
Technology	0	5,260,000	0	0	0	0	0	5,260,00
Total Project Appropriation	0	5,260,000	0	0	0	0	0	5,260,00

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Funding
FY 2018 10-Year Tax Revenue CO's	0	5,260,000	0	0	0	0	0	5,260,00
Total Funding Sources	0	5,260,000	0	0	0	0	0	5,260,00

		Unappropriated Planning Years					
Operating Budget Impact	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Impact
Information Technology	0	10,000	10,000	400,000	450,000	500,000	1,370,00
Total Operating Budget Impact	0	10,000	10,000	400,000	450,000	500,000	1,370,00

Regular City Council Meeting **6. 15.**

Meeting Date: 10/12/2017

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute Contract 13524 with Johnson General Contractors Group, LLC, for the Lubbock Power & Light Substation Office Renovations.

Item Summary

Renovate approximately 815 square feet of interior office space, which includes modifications to the Substation Office and related areas. In addition to the required changes to the Substation Office, the majority of the Municipal Hill facility has been renovated due to age and the June 2013 storm event which caused significant damage to the building. The Substation Office Renovations is the next area to be renovated to modernize the facility.

Proposals were solicited and 4 local firms submitted proposals. The following proposals were received:

Contractor	Amount
Johnson General Contractors Group, LLC of Lubbock, TX	$ 86,095
WR Construction, Inc. of Lubbock, TX	93,900
Tommy Klein Construction, Inc. of Lubbock, TX	108,463
Henthorn Commercial Construction, LLC of Lubbock, TX	135,000

The proposals were evaluated using the following criteria: Price (60%), Contractor Qualifications (30%), Safety Record Questionnaire (5%) and Construction Time (5%). The maximum point value is 100 points. After the proposals were evaluated, the following ranking was obtained

Company	Points
Johnson General Contractors Group, LLC of Lubbock, TX	86
WR Construction, Inc. of Lubbock, TX	76
Tommy Klein Construction, Inc. of Lubbock, TX	62
Henthorn Commercial Construction, LLC, of Lubbock, TX	42

Staff and Evaluation committee recommend award of the lump sum contract to the highest ranked proposal, Johnson General Contractors Group, LLC of Lubbock, TX, for $86,095. Time for completion is 75 consecutive calendar days with liquidated damages of $250 per additional consecutive calendar day.

Fiscal Impact

$115,000 is appropriated in Capital Improvement Project 92498, Substation Office Renovations, with $86,095 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution for Johnson General Contractors

Bid form for Johnson General Contractors

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. 13524 for LP&L substation office renovations, by and between the City of Lubbock and Johnson General Contractors Group, LLC 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:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

cedocs/RES.Contract 13524-LP&L Substation Office Renovations
09.13.2017

PROPOSAL SUBMITTAL FORM
LUMP SUM PRICE PROPOSAL CONTRACT

DATE: 8/30/2017

PROJECT NUMBER: **RFP 17-13524-TF LP&L Substation Office Renovations**

Proposal of Johnson General Contractors Group LLC (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the **LP&L Substation Office Renovations** having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the renovations of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to renovate the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the work required under the contract documents.

BASE PROPOSAL

ITEM NO.	DESCRIPTION	UNIT	TOTAL PRICE
1	**Complete new interior finish out to an existing open shell space, totaling approximately 815 sq. ft.** **Bid consists of the materials & labor for the necessary improvements for the above referenced project as further specified herein.**	LS	$ 86,095 Eighty Six Thousand Ninety-Five dollars

DURATION

1. Number of days required for construction of Item 1:

   TOTAL CALENDAR DAYS: 75

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **150 Calendar Days Completed by Contractor** or thereafter as stipulated in the specifications and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of **$250** for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Offerors.

Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing.

The Offeror agrees that this proposal shall be good for a period of **sixty (60)** calendar days after the scheduled closing time for receiving proposals.

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

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

_____ Offeror's Initials

Enclosed with this proposal is a Cashier's Check or Certified Check Enclosed with this proposal is a Cashier's Check or Certified Check for 5% **Dollars ($_____) or a Proposal Bond in the sum of** 5% **Dollars ($** 86,095 **), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.**

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

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

Date: 8/30/2017

Authorized Signature

Troy Johnson
(Printed or Typed Name)

(Seal if Offeror is a Corporation)

ATTEST:

Secretary

Johnson General Contractors Group LLC
Company

3407 40th St
Address

Lubbock, Lubbock
City, County

Texas, 79413
State Zip Code

Telephone: 806 - 332 4841

Fax: N/A -

Email: Troy@diamondjtexas.com

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 8/24/2017
Addenda No. ____ Date ____
Addenda No. ____ Date ____
Addenda No. ____ Date ____

FEDERAL TAX ID or SOCIAL SECURITY No.
47-4458151

M/WBE Firm:

	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)

Capital Project #92498

LPL Substation Office Renovations

Sources		Budget
	2014 LPL Revenue Bonds	$ 115,000
		$ 115,000
Uses		
	Architectural/Engineering	$ 12,700
	Bid Cost	1,500
	Construction	86,095
	Land Acquisition	-
	Furnishings, Fixtures & Equipment	-
	Installation	-
	Technology	-
	Contingency	10,000
		$ 110,295
	Difference	$ 4,705

Project Name **Substation Office Renovation** *Project Number* **92498**

Managing Department **Distribution**

Project Manager **Joshua Forburger**

Project Classification **Replacement Facility**

Project Status **Approved**



Project Scope
Remodel the substation department crew room, bathroom, and supervisor's office.

Project Justification
The condition of the current space has deteriorated due to water intrusion and age. The renovation will provide restroom accommodations for both male and female employees and will bring the facility to ADA compliance standards. The renovation will not enlarge the overall footprint of the Substation department, but will reallocate space more efficiently. The interior will be comprised of a cinder block painted wall, tile flooring in the crew area, and carpet in the supervisor's office. An engineer has submitted an Opinion of Probable Cost (OPC) which is the basis for the cost estimate on this project.

FERC Account: 361, 381

Estimated Useful Life: 30 Years

Project History
$115,000 was appropriated in the FY 2016-17 Budget, Ord. No. 2016-O0135, September 8, 2016.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Project Amount
Construction	115,000	0	0	0	0	0	0	115,00
Total Project Appropriation	115,000	0	0	0	0	0	0	115,00

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Funding
FY 2014 LP&L Revenue Bonds	115,000	0	0	0	0	0	0	115,00
Total Funding Sources	115,000	0	0	0	0	0	0	115,00

		Unappropriated Planning Years					
Operating Budget Impact	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Impact
No Impact Anticipated	0	0	0	0	0	0	
Total Operating Budget Impact	0	0	0	0	0	0	

Regular City Council Meeting **6. 16.**

Meeting Date: 10/12/2017

Information

Agenda Item

Ordinance 2nd Reading - Libraries: Consider Ordinance No. 2017-O0123 adding the President of the South Plains Genealogical Society as a member of the Lubbock Libraries Board.

Item Summary

On September 28, 2017, the City Council approved the first reading of the ordinance.

At the regularly scheduled meeting of the Lubbock Libraries Board on February 20, 2017, the currently elected President of the South Plains Genealogical Society made a presentation on the benefits of having a representative from the Society on the Libraries Board. Such benefits include improved communication of the activities of the Society to the board. The genealogical society conducts programs at the library on family history research and provides volunteers to assist patrons in accessing information available at the library for their research.

At the regularly scheduled meeting of the Libraries Board on March 20, 2017, the Board voted unanimously to recommend to the City Council that a seat be added to the board in order that the President of the South Plains Genealogical Society be added as a member of the Libraries Board. The President of the Friends of the Lubbock Public Library holds a similar position on the Libraries Board.

The Lubbock Libraries Board believes it is in the best interest of the citizens to add this position to the board in order to further enhance the services and considerations of the board on behalf of Lubbock residents.

Fiscal Impact

None.

Staff/Board Recommending

Mark Yearwood, City Manager.

Attachments

Ordinance - Libraries Board Addition (r)

Libraries Board change SPGS

ORDINANCE NO. 2017-

AN ORDINANCE AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, AMENDING ARTICLE 2.03 "BOARDS, COMMISSIONS, COMMITTEES", DIVISION 6, PROVIDING FOR THE LUBBOCK LIBRARIES BOARD; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock recognizes that the Libraries Board advises council regarding library services and needs for the citizens of Lubbock; and

WHEREAS, on March 20, 2017 at its regularly scheduled meeting, the Libraries Board voted unanimously to recommend to the City Council that a seat be added to the board in order that the President of the South Plains Genealogical Society be added as a member of the Libraries Board; 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 2 of the Code of Ordinances with regard to the Lubbock Libraries Board; NOW THEREFORE:

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

Section 1. THAT Article 2.03, Division 6, of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 2.03.182 Created; appointment; terms of members

There is hereby created and established a library board to be composed of ten (10) members, and such board shall be officially designated as the Lubbock Libraries Board. The library director shall be an ex officio member of the library board, without voting privileges, and shall act in an advisory capacity to the board. Eight (8) members of such board shall be appointed by the city council and shall hold their office for a term of three (3) years. Each member shall be entitled to appoint one (1) member of such board from that council member's district. The mayor shall be entitled to appoint two (2) members of such board. Subject to city council approval, the ninth member of the board shall be each newly elected president of the Friends of the Lubbock Public Library, and the tenth member of the board shall be each newly elected president of the South Plains Genealogical Society.

Sec. 2.03.185 Recommendations; quorum

All recommendations made by the board, to the city council shall be by the concurring vote of six (6) members of the board; provided, however, that this provision shall not exclude a minority recommendation which is hereby authorized to be made in writing by

less than a majority of the members of the board. A majority of the total membership of the board shall constitute a quorum for the transaction of all matters to be considered by the board.

Sec. 2.03.186 Vacancies

Upon the death, resignation, removal or expiration of the terms of office of any of the eight council-appointed members of the board, the City Council shall nominate and appoint a successor as a member of the board who shall hold his membership for the unexpired term of the member he is appointed to succeed, or for the term of three (3) years, when the appointment is made due to the expiration of a board member's term. Replacement for the ninth and tenth members shall be a nominee recommended by each of the respective organizations and presented to City Council for approval of said nomination.

Section 2. 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 3. 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 September 2017.
Passed by the City Council on second reading this ____ day of _____ 2017.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

Sec. 2.03.182 Created; appointment; terms of members

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There is hereby created and established a library board to be composed of ~~nine~~ ten (~~9~~10) members, and such board shall be officially designated as the Lubbock Libraries Board. The library director shall be an ex officio member of the library board, without voting privileges, and shall act in an advisory capacity to the board. Eight (8) members of such board shall be appointed by the city council and shall hold their office for a term of three (3) years. Each member shall be entitled to appoint one (1) member of such board from that council member's district. The mayor shall be entitled to appoint two (2) members of such board. Subject to city council approval, the ninth member of the board shall be each newly elected president of the Friends of the Lubbock ~~City-County~~Public Library, and the tenth member of the board shall be each newly elected president of the South Plains Genealogical ~~-~~Society.

Sec. 2.03.185 Recommendations; quorum

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All recommendations made by the board, to the city council shall be by the concurring vote of ~~five~~ six (~~5~~6) members of the board; provided, however, that this provision shall not exclude a minority recommendation which is hereby authorized to be made in writing by less than a majority of the members of the board. A majority of the total membership of the board shall constitute a quorum for the transaction of all matters to be considered by the board.

Sec. 2.03.186 Vacancies

Upon the death, resignation, removal or expiration of the terms of office of any of the eight council-appointed members of the board, the city council shall nominate and appoint a successor as a member of the board who shall hold his membership for the unexpired term of the member he is appointed to succeed, or for the term of three (3) years, when the appointment is made due to the expiration of a board member's term. Replacement for the ninth and tenth members shall be a nominee recommended by each respective organization and presented to city council for approval of said nomination.

Regular City Council Meeting **6. 17.**

Meeting Date: 10/12/2017

Information

Agenda Item

Ordinance 1st Reading - Aviation: Consider an ordinance amending Chapter 6 of the Code of Ordinances - Aviation and Airports, to provide for the appointment of a Chief Law Enforcement Officer at Lubbock Preston Smith International Airport, and to conform the duties of the Director of Aviation.

Item Summary

The City ordinance currently states the Director of Aviation is authorized and directed to exercise all police powers vested in the chief of police, and is delegated full authority to direct all city law enforcement at Lubbock Preston Smith International Airport. The City Council considers a certified peace officer licensed by the State of Texas is more appropriate for a chief commander of all City of Lubbock law enforcement personnel stationed at the Airport, and further finds that the most proper law enforcement role of the Director is the appointment of said commander, to serve at the Director's pleasure, in supervision of all law enforcement activities at the Airport.

Fiscal Impact

No Fiscal Impact.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Ordinance Amending Chapter 6 - Airport

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, ENTITLED "AVIATION AND AIRPORTS" TO PROVIDE FOR THE APPOINTMENT OF A CHIEF LAW ENFORCEMENT OFFICER AT THE LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT, AND TO CONFORM THE DUTIES OF THE DIRECTOR OF AVIATION WITH RESPECT THERETO; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, City ordinance currently provides that the Director of Aviation (the "Director") is authorized and directed to exercise all police powers vested in the chief of police, and is delegated full authority to direct all city law enforcement at the Lubbock Preston Smith International Airport (the "Airport"); and

WHEREAS, the City Council finds that a certified peace officer licensed by the State of Texas is the more appropriate chief commander of all City of Lubbock law enforcement personnel stationed at the Airport, and FURTHER finds that the most proper law enforcement role of the Director is the appointment of said commander, to serve at the Director's pleasure, in supervision of all law enforcement activities at the Airport;

WHEREAS, the City Council of the City of Lubbock finds that the changes to the subject ordinance as set forth below are in the best interest of the health, safety, and welfare of the public; NOW THEREFORE:

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

SECTION 1. THAT Section 6.02.033 the Code of Ordinances of the City of Lubbock is hereby amended as follows:

"Sec. 6.02.033 Police power; employment of personnel

The director shall appoint a chief law enforcement officer, who in turn shall direct all guards and officers necessary to protect the safety and welfare of the public, as well as all properties ~~W~~within the boundaries of lands constituting airports owned and operated by the city~~, the director of aviation shall have and is hereby authorized and directed to exercise all police powers vested in the chief of police, and to this end is hereby delegated full authority to direct all guards necessary to protect the safety and welfare of the public, as well as all airport properties; provided, however, that~~ The chief law enforcement officer shall serve at the pleasure of the director, and the chief law enforcement officer, ~~all such~~ guards, officers and other employees shall be employed in accordance with the usual personnel practices of the city."

SECTION 2. THAT should any paragraph, section, sentence, phrase, clause, or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 3. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this ____ day of _____, 2017.

Passed by the City Council on second reading this ____ day of _____, 2017.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Director of Aviation

APPROVED AS TO ~~FORM~~:

_____
Mitchell Satterwhite, First Assistant City Attorney

Regular City Council Meeting **6. 18.**

Meeting Date: 10/12/2017

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to repeal the Land Brokerage Policy at Lubbock Preston Smith International Airport.

Item Summary

On October 22, 1998, the City Council adopted the Lubbock International Land Brokerage Policy at Lubbock Preston Smith International Airport. On April 12, 2001, an amendment was approved substituting a revised Lubbock International Airport Interport Trade Center Brokerage Policy. The land brokerage policy is presently neither necessary nor advisable. City Management and Airport Staff are recommending its repeal.

Fiscal Impact

No Fiscal Impact.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Land Brokerage Policy Resolution

RESOLUTION

WHEREAS, the City Council of the City of Lubbock, Texas on October 22, 1998 via Resolution No. 6074 adopted the Lubbock International Land Brokerage Policy in connection with land brokerage at the Lubbock Preston Smith International Airport; and

WHEREAS, the City Council of the City of Lubbock, Texas on April 12, 2001 via Resolution No. 2001-R0130 amended Resolution No. 6074 by substituting a revised Lubbock International Airport Interport Trade Center Brokerage Policy; and

WHEREAS, the Airport Board of the City of Lubbock has found that the existing land brokerage policy is presently neither necessary nor advisable for the aforementioned purposes, and has further recommended its repeal; and

WHEREAS, the City Council of the City of Lubbock desires, in the interest of the public health, safety, and welfare of the citizens of the City of Lubbock, to accept the recommendation of the Airport Board to repeal said policy.

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

THAT Lubbock City Council Resolution No. 6074 of October 22, 1998, as amended by Lubbock City Council Resolution No. 2001-R0130, and the Lubbock International Airport Interport Trade Center Brokerage Policy set forth therein, is hereby repealed and of no further force and effect.

Passed by the City Council on _____.

_____
DANIEL M. POPE, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Director of Aviation

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

vw/ccdocs/RES Land Brokerage Policy Repeal
August 4, 2017

Regular City Council Meeting **6. 19.**

Meeting Date: 10/12/2017

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute Purchase Order Contract 25100898 with Ennis Paint, Inc., for runway and taxiway paint at Lubbock Preston Smith International Airport.

Item Summary

Paint for runway and taxiway striping must be suitable for use on concrete and asphalt surfaces. The paint must meet Federal Specifications TT-P-1952E Type II Water Borne lead-free paint. The white and yellow paint shall be delivered in 330-gallon lots in 55-gallon sealed containers. The black and red paint shall be delivered in 5-gallon sealed containers. Deliveries shall be within seven days of notification.

Bids were received from the following companies:

Companies	Amount
Ennis Paint, Inc. of Thomasville, NC	$37,925
Allstate Coatings of Gladwater, TX	39,090
The Sherwin Williams Group of Cleveland, TX	39,700
Hi-Lite Solutions of Clear Brook, VA	60,296

The contract is awarded by unit price. The amount of the award is based on estimated quantities and actual expenditures may be more or less depending on the actual need. The price per unit will not change and expenditures will not exceed appropriated funds. The contract term is for 3 years.

Staff and Airport Advisory Board recommend the contract be awarded to Ennis Paint, Inc. of Thomasville, North Carolina for $37,925 per year.

Fiscal Impact

Annual cost of $37,925 (estimated cost of $113,775 over the three-year period) is available for this purpose.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution- Ennis Paint, Inc.
Purchase Order - Ennis Paint, Inc.
Bid Form - Ennis Paint, Inc.
Bid Tabulation - Ennis Paint, Inc.

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 25100898 by and between the City of Lubbock and Ennis Paint, Inc. of Thomasville, NC for Runway and Taxiway Marking Paint per ITB 17-13538-KW, 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:

_____
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

vw:ccdocs/RES.POC 25100898-Runway and Taxiway Marking Paint
09.19.2017

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 09/05/2017
Order Number 25100898 000 OP
Branch/Plant 4613

TO: ENNIS-FLINT, INC
115 TODD CT
THOMASVILLE North Carolina 27360

SHIP TO: CITY OF LUBBOCK
LUBBOCK PRESTON SMITH
INTERNATIONAL AIRPORT
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 09/05/2017
Requested 10/25/2017
Delivery A ROSE REQ 50762

Freight
Taken By K WRIGHT

ITB 17-13538-KW

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Runway & Taxiway Marking Paint	1.000	37,925.0000	EA	37,925.00	10/25/2017

Total Order 37,925.00

Terms NET 30 DAYS

The purchase order contract 25100898 for Runway and Taxiway Paint is awarded to Ennis Paint, Inc. of Thomasville NC for $37,925 per year. The purchase order contract is awarded by unit price. This award is based on the estimated quantities and actual expenditures which may be more or less depending on the actual need. The price per unit will not change and expenditures will not exceed appropriated funds. The contract shall be for one year with the option of two one-year extensions.The following are incorporated into and made a part of this purchase order by reference: Bid Form submitted by your firm, Specifications and General Conditions of the ITB 17-13538-KW. Resolution #_____

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

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 a 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 a 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 or 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 or 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 or 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 or 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 Whereever 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 fauth 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 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/departmental-websites/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

TERMS AND CONDITIONS
IMPORTANT: READ CAREFULLY
STANDARD TERMS AND
CONDITIONS CITY OF LUBBOCK, TX

31. House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

    By accepting this purchase order, the Vendor (Professional or other applicable term defining the contracting party) verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

BID FORM
Runway and Taxiway Paint
City of Lubbock, TX
ITB 17-13538-KW

In compliance with the **Invitation to Bid 17-13538-KW**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **17-13538-KW** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY (+ -)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE*	EXTENDED COST	DELIVERY DAYS ARO**
1.	2,000	Gallons	White Runway and Taxiway Marking Paint, as per specifications	$ 9.15/gal	$ 18,300.00	7
2.	1,200	Gallons	Yellow Runway and Taxiway Marking Paint, as per specifications	9.00/gal	10,800.00	7
3.	400	Gallons	Black Runway and Taxiway Marking Paint, as per specifications	9.25/gal	3,700.00	7
4.	500	Gallons	Red Runway and Taxiway Marking Paint, as per specifications	10.25/gal	5,125.00	7
				Total Cost (Items 1-4)	$ 37,925.00	

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** ****Days After Receipt of Order (ARO)**

Unless otherwise specified herein, the City may award the bid either item-by-item or on an all-or-none basis for any item or group of items shown on the bid.

The City of Lubbock is seeking a supply agreement for runway/taxiway marking paint with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net 30 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or

better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES x NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY Ennis Paint, Inc. a corporation organized under the laws of the State of TX, or a partnership consisting of _____ or individual trading as _____ of the City of Thomasville, NC

Firm: Ennis Paint, Inc.

Address: 115 Todd Court

City: Thomasville State: NC Zip 27360

Bidder acknowledges receipt of the following addenda:
Addenda No. n/a Date _____
Addenda No. _____ Date _____

M/WBE Firm:		Woman		Black American		Native American
		Hispanic American		Asian Pacific Americ		Other (Specify)

By Zina Brooks Date: 8-23-17
Authorized Representative - must sign by hand

Officer Name and Title: Zina Brooks - Vice President
Please Print

Business Telephone Number 336-308-3769 FAX: 336-475-7900

E-mail Address: contracts@ennisflint.com

FOR CITY USE ONLY

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

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

RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS. LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.

City of Lubbock, TX
ITB 17-13538-KW
Runway and Taxiway Marking Paint

I. Scope

The City of Lubbock is seeking bids for runway and taxiway marking paint at the Lubbock Preston Smith International Airport.

II. General Requirements

1. Paint shall meet Federal Specification TT-P-1952E Type II water-borne lead free paint, https://www.faa.gov/regulations_policies/faa_regulations/ , in accordance with FAA Advisory Circular 150/5370-10E.

2. Vendor must provide written documentation that the product being bid meets the required specifications.

3. Paint is for runway/taxiway striping and must be suitable for use on concrete and asphalt surfaces.

4. **White and Yellow** paint shall be delivered in **330-gallon lots in 55-gallon sealed containers.**

5. **Black and Red paint** shall be delivered in **5-gallon sealed containers**.

6. All paint shall be delivered within seven days of receipt of purchase order. Supplier must certify specifications on outside of each container. MSDS sheets must come with each shipment. All shipments of paint must be delivered on pallets. See the following page for a sample purchase order, **(Exhibit A)**.

III. Term and Conditions

1. The supply agreement shall be for a term of three years. All quantities shall be on a "more or less" basis.

2. Price must include all delivery charges to: Lubbock Preston Smith International Airport 5401 MLK Blvd. Lubbock, Texas 79401.

City of Lubbock, TX
Airport
Bid Tabulation
October 12, 2017

ITB 17-13538-KW
Runway and Taxiway Marking Paint

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
1	2,000	GL	White Runway and Taxiway Marking Paint, as per specifications.			
			The Sherwin Williams Group	Cleveland, OH	$ 9	18,000
			All States Coatings	Gladwater, TX	9	18,160
			Ennis Paint, Inc	**Thomasville, NC**	**9**	**18,300**
			Hi Light Solutions	Clearbrook, VA	14	28,360
2	1,200	GL	Yellow Runway and Taxiway Marking Paint, as per specifications.			
			The Sherwin Williams Group	Cleveland, OH	9	10,200
			Ennis Paint, Inc	**Thomasville, NC**	**9**	**10,800**
			All States Coatings	Gladwater, TX	9	11,088
			Hi Light Solutions	Clearbrook, VA	14	16,824
3	400	GL	Black Runway and Taxiway Marking Paint, as per specifications.			
			All States Coatings	Gladwater, TX	9	3,592
			Ennis Paint, Inc	**Thomasville, NC**	**9**	**3,700**
			The Sherwin Williams Group	Cleveland, OH	10	4,000
			Hi Light Solutions	Clearbrook, VA	14	9,480
4	500	GL	Red Runway and Taxiway Marking Paint, as per specifications			
			Ennis Paint, Inc	**Thomasville, NC**	**10**	**5,125**
			All States Coatings	Gladwater, TX	13	6,250
			The Sherwin Williams Group	Cleveland, OH	15	7,500
			Hi Light Solutions	Clearbrook, VA	14	9,480
			All or None			
			Ennis Paint, Inc	**Thomasville, NC**		**37,925**
			All States Coatings	Gladwater, TX		39,090
			The Sherwin Williams Group	Cleveland, OH		39,700
			Hi Light Solutions	Clearbrook, VA		60,296

Regular City Council Meeting **6. 20.**

Meeting Date: 10/12/2017

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute Change Order 001 with Duininck, Inc., to Contract 13295, for the East General Aviation Ramp Rehabilitation at Lubbock Preston Smith International Airport.

Item Summary

The East General Aviation Ramp Rehabilitation project is complete. All construction line item quantities have been adjusted to reflect as-built condition, resulting in a credit to the contract of $71,991.59.

Staff and Airport Advisory Board recommend the final change order credit of $71,991.59.

Fiscal Impact

$4,350,000 is appropriated in Capital Improvement Project 8552, Airfield Asphalt Repair. The original contract amount of $861,295 will be reduced by a credit of $71,992.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution - Duininck Change Order 1
Duininck Change Order 001
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. 001 to that certain Contract No. 13295 by and between the City of Lubbock and Duininck, Inc., for East General Aviation Ramp Rehabilitation at Lubbock Preston Smith International Airport per Bid # 17-13295-TF, and related documents. Said Change Order No. 001 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:

_____
Kelly Campbell, Director of Aviation

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ccdocs/RES.ChgOrd#001Contract-13295
09.20.2017

City of Lubbock
Purchasing and Contract Management
Change Order

Contract No: 13295 Contractor: Duininck, Inc.

Change Order No. 1 Contract Title: East General Aviation Ramp Rehabilitation at LPSIA

BID/RFP No. 17-13295-TF Project Number: 8552.8304.30000

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)*:

The project construction is complete and accepted by the Engineer and Owner. All construction line item quantities have been adjusted in Attachment A to reflect the as-built condition, resulting in a credit to the contract of $71,991.59. All items and as-built quantities are provided in Attachment A of this Change Order. No alteration to the project time is required.

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:	$ 861,294.60
B.	AMOUNT OF THIS CHANGE ORDER: *Council approval required if over $25,000*	$ ($71,991.59)
	COST CENTER: ACCOUNT:	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	(8.36) %
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	$ 0.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	$ ($71,991.59)
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): *25% increase or decrease*	(8.36) %
G.	NEW CONTRACT AMOUNT (A+E):	$ $789,303.02

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)*:**

8-31-17 2017-08-31
(1) CONTRACTOR Date (2) PROJECT ARCHITECT/ENGINEER Date

Approved as to Content Approved as to Form
9/6/17 9/8/17
(3) OWNER'S REPRESENTATIVE Date (4) CITY ATTORNEY Date

SEP 26 2017

Melissa Dewitt-Brock 9/22/17
(5) CAPITAL PROJECTS MANAGER Date (6) PURCHASING AND CONTRACT MANAGER Date

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

CITY OF LUBBOCK ATTEST

(7) MAYOR Date (8) CITY SECRETARY Date

Council Date _____ Agenda Item # _____ Resolution # _____

PUR-45 (Rev 12/2012)

LOCATION: LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT

PROJECT DESCRIPTION:
EAST GA RAMP REHABILITATION
CITY ITB NO. 17-13295-TF, CITY PROJECT NO. 8552.8304.30000

CHANGE ORDER NO. 1 (FINAL)

		CURRENT CONTRACT Including all Change Orders				*FINAL QUANTITIES*					
Item No	Item	UNIT	QUANTITY	UNIT PRICE	LINE ITEM AMOUNT	AS-BUILT QUANTITY	QUANTITY CHANGE	UNIT PRICE	FINAL ITEM AMOUNT	LINE ITEM CHANGE	% CHANGE
	Base Bid										
1	Mobilization and General Conditions	LS	1	$ 70,000.00	$ 70,000.00	1	0	$ 70,000.00	$ 70,000.00	$ -	0.00%
2	Temporary Construction Items	LS	1	$ 60,000.00	$ 60,000.00	1	0	$ 60,000.00	$ 60,000.00	$ -	0.00%
3	Pavement Marking Obliteration	LS	1	$ 6,000.00	$ 6,000.00	1	0	$ 6,000.00	$ 6,000.00	$ -	0.00%
4	Aircraft Tiedown Anchor	EA	12	$ 600.00	$ 7,200.00	12	0	$ 600.00	$ 7,200.00	$ -	0.00%
5	Asphalt Surface Removal (Perimeter Road)	SY	218	$ 15.00	$ 3,924.00	218	0	$ 18.00	$ 3,924.00	$ -	0.00%
6	Aggregate Base Removal (Perimeter Road)	SY	226	$ 11.50	$ 2,909.00	218	-8	$ 11.50	$ 2,507.00	$ (92.00)	-3.54%
7	HMA (Asphalt) Surface Removal (East GA Ramp, Base Bid)	SY	0	$ 3.00	$ -	0.00	0	$ 3.00	$ -	$ -	0.00%
8 *	HMA Overlay Course (East GA Ramp)	TON	3,284	$ 120.00	$ 394,080.00	2,930.10	-653.90	$ 107.82	$ 282,551.27	$ (110,498.73)	-28.04%
9 *	6" HMA Surface Course (Perimeter Road)	TON	72	$ 300.00	$ 21,600.00	78.79	6.79	$ 318.00	$ 25,035.22	$ 3,435.22	16.00%
10	Bituminous Prime Coat (Perimeter Road)	GAL	57	$ 8.00	$ 456.00	57.00	0	$ 8.00	$ 456.00	$ -	0.00%
11	Bituminous Tack Coat (East GA Ramp)	GAL	3,503	$ 2.50	$ 8,757.50	3,275.00	-228.00	$ 2.50	$ 8,187.50	$ (570.00)	-6.51%
12	Pavement Markings	LS	1	$ 11,000.00	$ 11,000.00	1	0	$ 11,000.00	$ 11,000.00	$ -	0.00%
13	8" ASTM F-949 Smooth-Wall, Perforated PVC Underdrain Pipe	LF	97	$ 70.00	$ 6,370.00	91	0	$ 70.00	$ 6,370.00	$ -	0.00%
14	8" ASTM F-949 Smooth-Wall, Non-Perforated PVC Underdrain Pipe	LF	52	$ 65.00	$ 3,380.00	52	0	$ 65.00	$ 3,380.00	$ -	0.00%
15	Single Underdrain Cleanout	EA	2	$ 1,500.00	$ 3,000.00	2	0	$ 1,500.00	$ 3,000.00	$ -	0.00%
16	Sloped End Treatment for 8" Pipe	EA	1	$ 500.00	$ 500.00	1.00	0	$ 500.00	$ 500.00	$ -	0.00%
17	Excavation (Unusable Material)	CY	393	$ 30.00	$ 11,790.00	9.00	-384.00	$ 30.00	$ 270.00	$ 111,520.00	-97.71%
18	Grade 2, Type D Flexible Base (Complete In Place)	CY	450	$ 100.00	$ 45,000.00	209.02	-240.98	$ 100.00	$ 20,902.00	$ 124,098.00	-55.55%
19	Rock Construction Exit	EA	2	$ 4,000.00	$ 8,000.00	0.00	-2	$ 4,000.00	$ -	$ (8,000.00)	100.00%
20	Temporary Sediment Control Fence	LF	300	$ 7.50	$ 2,250.00	300	0	$ 7.00	$ 2,150.00	$ -	0.00%
21	Inlet Protection Barrier	EA	7	$ 700.00	$ 4,900.00	7	0	$ 700.00	$ 4,900.00	$ -	0.00%
22	SWPPP	LS	1	$ 7,500.00	$ 7,500.00	1	0	$ 7,500.00	$ 7,500.00	$ -	0.00%
	Alternate No. 1										
23	Remove Bid Item No. 7 - HMA (Asphalt) Surface Removal (East GA Ramp, Base Bid)	SY	0	$ 3.00	$ -	0	0	$ 3.00	$ -	$ -	0.00%
24	HMA (Asphalt) Surface Removal (East GA Ramp, Alternate No. 1)	SY	23,349	$ 2.90	$ 67,712.10	23,349	0	$ 2.90	$ 67,712.10	$ -	0.00%
25	Remove ESCTON from Bid Item No. 8 - HMA Overlay Course (East GA Ramp)	TON	658	$ 120.00	$ (78,960.00)	0	658	$ 120.00	$ -	$ 78,960.00	-100.00%
26	Cement (6%)	TON	526	$ 147.50	$ 77,585.00	529.67	3.67	$ 147.50	$ 78,126.83	$ 541.82	0.70%
27	Cement Treatment 8" Depth	SY	23,349	$ 5.00	$ 116,745.00	23,315.12	-33.88	$ 5.00	$ 116,575.60	$ (169.40)	-0.15%

* NOTE: TOTAL INCLUDED ADDITIONS / DEDUCTIONS FROM PWL CALCULATIONS

Subtotal $	861,294.60

Total Construction Cost $	789,303.01
Total Change Order Amount $	(71,991.59)
% Change	-8.36%

City of Lubbock, Texas
Capital Project
Project Cost Detail
October 12, 2017

Capital Project Number:	8552
Capital Project Name:	LBB Airfield Asphalt Repair

		Budget
Encumbered/Expended		
Print Shop & Reproduction Charges	$	3,687
Parkhill, Smith & Cooper Contract 9002 Amendment 1,6,11		282,150
Parkhill Smith & Cooper Contract 12205 Amendment 1		311,975
West Texas Paving, Inc. Contract 10163		402,094
West Texas Paving Inc. Contract 10675		583,985
Lone Star Dirt & Paving, Ltd. Contract 12205		1,566,978
RS&H Inc. Contract 12234 Amendment 3,4,5		205,632
Duininck, Inc. Contract 13295		861,295
RS&H Inc. Contract 12234 Amendment 5 Supplemental		9,756
Agenda Item October 12, 2017		
Duininck, Inc. Contract 13295 Change Order No. 1		(71,992)
Encumbered/Expended To Date		4,155,560
Estimated Costs for Remaining Appropriation		
Contingency		194,440
Remaining Appropriation		194,440
Total Appropriation	$	4,350,000

Project Name **Airfield Asphalt Repair** *Project Number* **8552**

Managing Department **Airport Operations - Field Maint.**

Project Manager **Kelly Campbell**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

Repair of existing bituminous surface course pavement. Through FY 2013, the project has been proposed as a multi-year project with $300,000 appropriated annually until all surfaces have been rehabilitated. To expedite completion of the project, bond financing is requested in FY 2014.

Project Justification

The project enhances the safety of the general aviation ramp and other airfield surfaces by reducing the potential for loose pavement material or aggregate, which can damage aircraft engines and propellers.

Project History

FY 2011-12: Package 1, West Side Asphalt Rehabilitation (pavement near Lubbock Aero fuel farm)
FY 2012-13: Package 2, West Side Asphalt Rehabilitation (pavement near Lubbock Aero ramp)
FY 2015-16: Package 3, West Side Asphalt Rehabilitation (pavement near Lubbock Aero t-hangars, Berry Hangars, and Executive Hangars)
FY 2016-17: *East Side Ramp Improvements (pavement at Chaparral)*Final phase of improvements
Completion is anticipated in CY 2017.

$300,000 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, October 1, 2009.
$300,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, October 1, 2010.
$300,000 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, October 1, 2011.
$300,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, October 1, 2012.
$100,000 was appropriated in FY 2012-13 Budget Amendment No. 3, Ord. No. 2012-O0119, October 25, 2012.
$300,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, October 1, 2013.
$5.0 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, October 1, 2014.
Reduced appropriation by $1,800,000 per Budget Amendment No. 26, Ord. No. 2016-O0081, May 26, 2016.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Project Amount
Construction	4,350,000	0	0	0	0	0	0	4,350,00
Total Project Appropriation	4,350,000	0	0	0	0	0	0	4,350,00

Project Name **Airfield Asphalt Repair** *Project Number* **8552**

Funding Detail	Funding to Date	FY 2017-18	Unappropriated Planning Years FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Funding
Airport Capital Project Fund	100,000	0	0	0	0	0	0	100,00
FY 2006 Airport Revenue CO's	37,594	0	0	0	0	0	0	37,59
FY 2007 Airport Revenue CO's	161,502	0	0	0	0	0	0	161,50
FY 2010 Airport Cash	138,498	0	0	0	0	0	0	138,49
FY 2011 Airport Cash	262,406	0	0	0	0	0	0	262,40
FY 2012 Airport Cash	300,000	0	0	0	0	0	0	300,00
FY 2013 Airport Cash	150,000	0	0	0	0	0	0	150,00
FY 2015 Airport Revenue CO's	3,200,000	0	0	0	0	0	0	3,200,00
Total Funding Sources	4,350,000	0	0	0	0	0	0	4,350,00

Operating Budget Impact	FY 2017-18	Unappropriated Planning Years FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Impact
No Impact Anticipated	0	0	0	0	0	0	
Total Operating Budget Impact	0	0	0	0	0	0	

Regular City Council Meeting **6. 21.**

Meeting Date: 10/12/2017

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute Contract 13161, a Lease Agreement between the City of Lubbock and Mobilitie Investments III, LLC, for a Distributed Antenna System (DAS) at Lubbock Preston Smith International Airport.

Item Summary

The purpose for procuring a DAS is to provide reliable cell phone voice and data coverage for Airport patrons and increase non-aeronautical Airport revenue. The Airport requested proposals from qualified firms to design, install, and manage a neutral multi-vendor host to cover the main terminal building and the lower level employee work ramp. Currently there is no DAS (neutral host, enterprise-owned, or carrier-owned) at the Airport.

An evaluation committee reviewed the proposals based on the following criteria: 40% Design Strategy, Solution and System Implementation; 30% Revenue Proposal; 20% Technical Capabilities and Professional Competence; 10% Similar Projects and Client Reference. Proposals were ranked as follows:

Company	Points
Mobilitie Investments III, LLC of Newport Beach, CA	398
TEAMM & Zinwave of Grapevine, TX	304
SBA of Boca Raton, FL	166

The term of the agreement is for a period of 10 years with 2 additional 5-year periods, if agreed to by both parties. Mobilitie Investments III, LLC, will make upfront payments and monthly network payments.

Staff and Airport Advisory Board recommends award of the agreement to the highest ranked proposal, Mobilitie Investments III, LLC of Newport Beach, California.

Fiscal Impact

Upfront Payments
$50,000 within 30 days after the effective date of the agreement.
$100,000 within 30days after the first (1st) carrier agreement is fully executed.
$150,000 within 30 days after the second (2nd) carrier agreement is fully executed.
$200,000 within 30 days after the third (3rd) carrier agreement is fully executed.
$250,000 within 30 days after the fourth (4th) carrier agreement is fully executed.

Monthly Network Payments
In addition to the upfront payments, Mobilitie Investments III, LLC, shall pay a monthly fee of $1,000 for

each carrier that joins the network pursuant to a carrier agreement.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution
Mobilitie 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 Lease Agreement by and between the City of Lubbock and Mobilitie Investments III, LLC, of Delaware, and related documents. Said Lease Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

vw:ccdocs/RES.Agrmt-Mobilitie Investments III, LLC
09.25.2017

STATE OF TEXAS §

CITY OF LUBBOCK §

AIRPORT AGREEMENT

This Airport Agreement ("**Agreement**" or "**Lease**") is entered into by and between **CITY OF LUBBOCK, TEXAS** ("**Lessor**"), and **MOBILITIE INVESTMENTS III, LLC**, a Delaware limited liability company ("**Lessee**") as of the latter of the signature dates below ("**Effective Date**"). Lessor and Lessee are sometimes individually referred to herein as a "**Party**" and collectively as the "**Parties**".

WITNESSETH:

WHEREAS, Lessor owns and operates a public airport known as Lubbock Preston Smith International Airport ("**Airport**"), located at 5401 N. Martin Luther King Blvd, Lubbock, Texas; and

WHEREAS, Lessee desires to design, build, install, operate, and maintain a multi-carrier capable, neutral host distributed antenna system and/or similar system ("**DAS Network**" or "**Network**") capable of accommodating wireless operators ("**Carriers**") at the Airport, and Lessor desires to have Lessee design, build, install, operate, and maintain the DAS Network at the Airport pursuant to the terms and conditions of this Agreement; and

WHEREAS, Lessor desires to lease certain areas within, around, and on top of the Airport terminal building for use by Lessee for the installation and operation of the DAS Network, and once constructed and operational, Lessee intends to enter into separate license agreements with Carriers to access and use the DAS Network at the Airport (each, a "**Carrier Agreement**"); and

NOW THEREFORE, for and in consideration of the covenants and conditions herein contained and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to exercise the rights, powers, and privileges hereinafter set forth.

ARTICLE ONE
LEASED PREMISES

1.01 **LEASE OF PREMISES**. Lessor does hereby lease unto Lessee certain property located within, around, and on top of the Airport terminal building, including but not limited to (A) certain space containing approximately two hundred fifty (250) square feet as more particularly shown on Exhibit "A" attached hereto (the "**Equipment Space**"); and (B)

locations for the placement of antennas, small cell antennas, cabling, conduit, fiber and equipment in such locations within the Airport terminal building as Lessor and Lessee may mutually approve after good faith consultation, which locations shall be depicted in preliminary drawings and subsequently in as-builts which shall be incorporated into Exhibit "A" hereto (all such space, including the Equipment Space, collectively referred to as "**Premises**" or "**Leased Premises**" in this Agreement).

1.02 **PERMITTED USE**. Lessee may use the Premises for the installation, construction, use, maintenance, operation, repair, replacement, and upgrade of the communications fixtures and related equipment, conduits, wires, cables, cable trays, accessories for the DAS Network and any improvements related thereto as may be needed from time-to-time to provide for the continuous transmission and reception of Wireless Communication Services as defined in Section 5.06.

ARTICLE TWO
TERM

2.01 **TERM.** The initial term of this Agreement shall be for a period of ten (10) years, commencing on the first (1st) Carrier Rent Commencement Date as defined in Section 3.02. The Agreement shall be automatically extended for two (2) additional five (5) year periods unless Lessee gives written notice to Lessor not less than sixty (60) days prior to the expiration of the then-current term that Lessee will not renew the Agreement. The initial term and all extension terms shall collectively be referred to herein as the "**Term**".

2.02 **HOLDOVER.** In the event Lessee remains on location after the expiration of this Agreement, without any written renewal or extension of the Agreement, such holding over shall not be deemed as a renewal or extension of this Agreement, and may be terminated at any time by the Director of Aviation of Lessor.

ARTICLE THREE
PAYMENTS

In consideration of the rights, powers, and privileges herein granted, and provided the corresponding events occur, Lessee shall pay to Lessor the following on or before the respective due date:

Lessor will provide an IRS Form W-9 to Lessee.

3.01 **UP FRONT PAYMENTS**

Fifty Thousand and 00/100 Dollars ($50,000.00) within thirty (30) days after the Effective Date of this Agreement.
One Hundred Thousand and 00/100 Dollars ($100,000.00) within thirty (30) days after the first (1st) Carrier Agreement is fully executed.
One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00) within thirty (30) days after the second (2nd) Carrier Agreement is fully executed.
Two Hundred Thousand and 00/100 Dollars ($200,000.00) within thirty (30) days after the third (3rd) Carrier Agreement is fully executed.
Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00) within thirty (30) days after the fourth (4th) Carrier Agreement is fully executed.

3.02 MONTHLY NETWORK PAYMENTS

For each Carrier that joins the Network pursuant to a Carrier Agreement, commencing on such Carrier's Rent Commencement Date, Lessee shall pay Lessor a monthly fee of One Thousand and 00/100 Dollars ($1,000.00). Each Carrier's "**Rent Commencement Date**" is the first (1st) of the month following the date on which such Carrier commences commercial operation on the DAS Network.

The obligation to make payments to Lessor for each Carrier during the Term shall expire or abate, as applicable, at such time that such Carrier discontinues participation in the DAS Network. Payments shall resume, if and when such participation resumes, and the monthly rent shall be accordingly adjusted based on the actual number of Carriers commercially operating on the Network during any given month of the Term. Lessee shall provide written notification to Lessor of Carrier discontinuation.

3.03 PAYMENTS. All monthly rental payments are due and payable to Lessor on or before the **fifth (5th) day** of each month during the Term of this Agreement and shall be made at the office of the Executive Director of Aviation, Lubbock Preston Smith International Airport, 5401 N. MLK Blvd., Unit 389, Lubbock, Texas 79403. Lessee shall pay Lessor a late payment charge of five percent (5%) of the total amount of rentals payable if payment of such rentals is not made by the fifteenth (15th) day of the month.

ARTICLE FOUR
RIGHTS RESERVED TO LESSOR

The following rights are reserved unto Lessor.

4.01 AIRPORT SAFETY. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from constructing or permitting construction of any building or other

structure which, in the reasonable opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

4.02 **MAINTENANCE OF PUBLIC AREA**. Lessor reserves the right, but shall not be obligated to Lessee (except as otherwise provided in this Agreement), to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport. Lessee will perform no maintenance activities outside the Leased Premises without the consent of the Lessor's Director of Aviation.

4.03 **STANDARDS**. Lessor reserves the right to establish reasonable standards for the construction, maintenance, alterations, repairs, additions, or improvements of the Leased Premises (excluding the DAS Network). This includes structural design, color, materials used, and maintenance of Lessee's Leased Premises (excluding the DAS Network).

4.04 **TIME OF EMERGENCY**. In the event of a war or national emergency, the Lessor shall have the right to lease the landing area and any other portion of the Airport to the United States for governmental use and, if such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the United States, shall be suspended.

4.05 **RIGHT TO RELOCATE**. Lessor shall have the right to change the locations of antennas with reasonable written notice to Lessee. Such relocated locations shall (i) be substantially the same size and dimensions as previous location, (ii) permit Lessee to provide at least the same quality and capacity of communication service as previously provided at the previous location, and (iii) shall be performed by Lessee. The cost of such relocation shall be borne by Lessor. Lessor shall have the right to approve any alterations to the concourse area of the Airport necessary for the installation of antennas, such approval not to be unreasonably withheld, conditioned, or delayed.

4.06 **DEVELOPMENT OF AIRPORT**. Lessee agrees that Lessor has the right to further develop or improve the Airport as Lessor sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance therefrom.

4.07 **SPONSOR'S ASSURANCE SUBORDINATION**. This Agreement shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States concerning the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of such agreement with the United States be to take any of the property under lease or otherwise diminish the commercial value of this Lease, the Lessor shall not be held liable therefor. The Lessor covenants and agrees that it

will during the term of this Agreement operate and maintain the Airport as a public facility consistent with and pursuant to the Assurances given by the Lessor to the United States Government under federal law.

4.08 **WAIVER**. The failure of Lessor to require the performance by Lessee of any of the terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such terms or conditions, and Lessee's obligation with respect to such future performance shall continue in full force and effect.

ARTICLE FIVE
RIGHTS & LIMITATIONS OF LESSEE

5.01 **ACCESS**. Lessee is herein granted the right of ingress to and egress from the Leased Premises at the Airport twenty-four (24) hours per day, seven (7) days per week. Such right of ingress and egress, however, shall be subject to all federal, state, and local laws, ordinances, rules, and regulations. Lessor shall provide free adequate on-site parking at the Airport to Lessee and the Carriers, and their respective employees, agents, and subcontractors, when such parties require or desire to be at the Airport in connection with this Agreement.

5.02 **LESSEE'S DUTY TO REPAIR**. Any property of the Lessor or any property for which the Lessor may be responsible, which is damaged or destroyed incident to the exercise of the privileges herein granted, other than normal wear and tear anticipated as a part of the Lease Agreement, which damage or destruction is occasioned by the negligence of Lessee, its employees, agents, servants, or licensees, shall be properly repaired or replaced by the Lessee to the reasonable satisfaction of the Lessor's Director of Aviation, or in lieu of such repair or replacement, Lessee shall, if so required by the Director of Aviation, pay Lessor money in an amount reasonable to compensate Lessor for the loss sustained or expense incurred by the Lessor as a result of the loss of, damage to, or destruction of such property. Lessee is only obligated under this section to the extent such repairs are not covered by the Lessor's insurance policy.

5.03 **WARRANTY OF NO SOLICITATION**. Lessee warrants that it has not employed any person employed by the Lessor to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee.

5.04 **DAS NETWORK**. Lessee shall be responsible for designing, installing, operating, and managing the DAS Network at the Airport. Lessee will work closely with the Airport

during the design and installation stages of the DAS Network and shall obtain the Director's approval of the DAS Network locations prior to installation. Lessee shall be responsible for funding the associated capital costs of this project and contracting Carriers for the DAS Network at the Airport.

5.05 **EXCLUSIVE RIGHT**. Lessee's right to operate a DAS Network at the Airport shall be exclusive. However, in no circumstance will the DAS Network hinder, eliminate, or obstruct the Lessor's existing (as of the Effective Date) Wi-Fi connectivity or radio systems. Lessor has not granted and will not grant (directly or indirectly), after the Effective Date, a lease, license, or any other right to any third party for use of any portion of the Airport for the provision of Wireless Communication Services. Lessor shall ensure that no other party grants, after the Effective Date, a lease, license, or any other right to any third party for use of any portion of the Airport for the provision of Wireless Communication Services. As used herein, the term "**Wireless Communication Services**" shall mean and refer to any wireless, voice, data, messaging, or similar type of wireless services now or in the future offered to the public in general using spectrum radio frequencies licensed by the Federal Communications Commission or any successor agency.

5.06 **SUBLEASE.** Lessee shall have the right to sublease and/or license for the use of the DAS Network to Carriers as provided herein.

ARTICLE SIX
GENERAL CONDITIONS

This Lease is granted subject to the following provisions and conditions. Failure of the Lessee to comply with any requirement of Article Six shall be subject to Section 8.03(6).

6.01 **RULES AND REGULATIONS**. Lessor reserves the right to issue through its Director of Aviation, and Lessee and its officers, agents, employees, and servants shall obey, such reasonable rules, regulations, and procedures for activities and operations conducted at the Airport ("**Rules**") as deemed necessary to protect and preserve the safety, security, and welfare of the Airport and all persons, property, and facilities located thereon, provided the Rules shall not be enforceable against Lessee (or its officers, agents, employees, and servants) to the extent they (i) are not generally applicable to all tenants and licensees of the Airport, (ii) increase Lessee's cost to occupy the Premises, (iii) diminish Lessee's rights under this Agreement, or (iv) reduce Lessor's obligations under this Agreement. In the event there is a conflict between the provisions of this Agreement and the Rules, the provisions of this Agreement shall govern.

Lessee shall pay for all licenses, permits, clearances, rights-of-way, and other matters necessary to conduct business. Lessee shall pay all fees, taxes, and charges assessed under state, local, or federal statutes or ordinances insofar as they are applicable.

6.02 **ADDITIONS, IMPROVEMENTS, OR ALTERATIONS**. Lessee shall not make, permit, or suffer any additions, improvements, or alterations to the Leased Premises which constitute any major structural change without first submitting plans and specifications for such additions, improvements, or alterations to the Lessor's Director of Aviation and securing prior consent from the Director of Aviation (such consent not to be unreasonably withheld, conditioned, or delayed). Any such additions, improvements, or alterations made with the consent of the Director of Aviation shall be solely at the expense of the Lessee and such additions or improvements shall be subject to all terms and conditions of this Agreement.

Lessee has the right to modify, supplement, replace, upgrade and/or otherwise make non-structural alterations within the Equipment Space without the consent of Lessor, and Lessee has the right to modify, supplement, replace, upgrade, and expand all other portions of the DAS Network with the prior consent of Lessor, which consent will not be unreasonably withheld, conditioned or delayed. Lessee further has the right to add, modify, and/or replace, from time-to-time, the DAS Network equipment, cabling, and conduit in order to be in compliance with any current or future federal, state, or local mandated application, including but not limited to, emergency 911 communication services..

Lessee has the right to undertake appropriate means to secure the Premises at Lessee's expense. Lessee agrees to comply with all applicable governmental laws, rules, statutes, and regulations relating to construction, installation, maintenance, and use of the DAS Network in the Airport.

The Lessee agrees to hold Lessor harmless from all Mechanic's and Materialman's Liens arising from any construction, additions, improvements, repairs, or alterations effected by the Lessee. Lessor covenants and agrees that no part of the DAS Network constructed, erected, or placed on the Premises by Lessee (or any equipment or improvements owned by a Carrier) will become, or be considered as being affixed to or a part of, the Premises, it being the specific intention of Lessor that all improvements of every kind and nature constructed, erected, or placed by Lessee or its Carriers on the Premises will be and remain the property of Lessee (or its Carriers, as applicable).

6.03 **ADVERTISING**. Advertising may be placed at the Airport by Lessee with any party having the right to sell, rent, or offer Airport terminal advertising space. The Lessee will erect no signage at the Airport without the prior written consent of the Lessor's Director of Aviation. Said consent will not be unreasonably withheld.

6.04 **LIENS PROHIBITED**. The Lessee shall not bind or attempt to bind the Lessor for payment of any money in connection with the construction, installations, alterations, additions, or repairs on the Leased Premises or any Lessee's equipment or facilities located on the Leased Premises, and Lessee shall not permit any mechanic's, materialman's, or contractor's liens to arise against the Leased Premises or any improvements thereon, or any equipment, machinery, or fixtures thereon belonging to the Lessor, and Lessee expressly agrees that it will keep and save the Premises and the Lessor harmless from all costs and damages resulting from any liens of any character created or that may be asserted through any act or thing done by Lessee.

In the event that, as a result of Lessee's actions, any mechanic's lien or other lien or order for payment shall be filed against the Leased Premises or improvements thereon, or against Lessor-owned property located thereon during the initial term hereof, or during any subsequent extension, Lessee shall defend on behalf of the Lessor, at Lessee's sole cost and expense, any action, suit, or proceeding which may be brought thereon or for the enforcement of such lien or order. Failure of the Lessee to comply with any requirement of this section after having received thirty (30) days written notice thereof shall be cause for termination of this Agreement by the Lessor.

6.05 **INSPECTION OF LEASED PREMISES**. Lessee agrees that the Leased Premises will be kept reasonably clean and free of all debris and other waste matter. Lessor, acting by and through the Director of Aviation or other designated representative, shall have the right to conduct inspections of the Leased Premises at all reasonable times to ensure that fire, safety, and sanitation regulations and other provisions contained in this Agreement are being adhered to by the Lessee.

6.06 **CUSTODIAL AND MAINTENANCE SERVICES**. The Lessee shall, at its own cost and expense, maintain the Equipment Space in a safe, clean, and presentable condition reasonably free of trash and debris and consistent with good business practices. Lessee shall repair all damages to Leased Premises caused by its employees, patrons, or business operations thereon; shall perform all maintenance and repair to the Leased Premises (excluding structural portions of the Leased Premises not installed by Lessee). The Lessor shall, at its own cost and expense, maintain non-rented portions of the Airport, including the roof, foundation, and structural floors and slabs, and load bearing walls.

6.07 **TRASH, GARBAGE, REFUSE, ETC**. Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse produced as a result of Lessee's business operations on the Leased Premises.

6.08 **UTILITIES.** Lessor shall, at Lessor's sole cost and expense, furnish electricity and other utilities necessary to install and operate the Network and Lessee's and Carrier's respective equipment throughout the Term. Lessee and the Carriers shall have the right to use and consume such utilities in connection with the Network and the operation of Lessee's and such Carriers' equipment installed within the Airport; provided, however, Lessee shall reimburse Lessor for metered utilities consumed by Lessee's and Carrier's equipment within the Equipment Space or other areas that may need to be metered due to excessive consumption from the operation of the DAS system.

Additional charges for extraordinary usage of electricity or other utilities shall apply if greater than the basic utilities provided. Lessee shall have the right, with written approval of Lessor, to upgrade utility service at Lessee's expense. Any charges payable by Lessee under this Agreement, such as utilities, shall be billed by Lessor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Lessor, and shall not be payable by Lessee.

6.09 **TAXES, FEES, ASSESSMENTS AND LICENSE**. The Lessee agrees to pay promptly when due all federal, state, and local government taxes, license fees, and occupation taxes levied on either Lessee's leasehold improvements at the Leased Premises or on the business conducted on the Leased Premises or on any of Lessee's property used in connection therewith, except as provided herein.

Taxation is subject to legal protest by Lessee in accordance with the provisions of the taxing authority whose levy is questioned. Any protest is at the sole expense of Lessee. Delinquency in payment of such obligations after any protest has been settled shall, at the option of the Lessor, be cause for immediate termination of this Lease.

6.10 **APPROVALS AND DESIGN CONTINGENCY**. Lessor agrees that Lessee's ability to use the Premises is contingent upon the suitability of the Premises and the Airport for Lessee's Permitted Use and Lessee's ability to obtain and maintain all governmental licenses, permits, approvals, or other relief required of or deemed necessary or appropriate by Lessee for its use of the Premises, including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively "**Government Approvals**"). Lessor authorizes Lessee to prepare, execute and file all required applications to obtain Government Approvals for Lessee's permitted use under this Agreement and agrees to reasonably assist Lessee at and with no cost to Lessor with such applications and with obtaining and maintaining the Government Approvals. In addition, Lessee shall have the right to initiate the ordering and/or

scheduling of necessary utilities. Within thirty (30) days from the Effective Date, Lessor shall provide Lessee with a complete set of as-built drawings for the Airport.

ARTICLE SEVEN
INDEMNIFICATION, INSURANCE, AND WARRANTIES

7.01 INDEMNIFICATION. Lessee covenants and agrees to indemnify, defend, and hold Lessor, its authorized agents, representatives, officers, elected officials, and employees, individually and collectively harmless from and against any and all liability for fines, claims, suits, demands, actions, or causes of action of any nature to the extent arising from any acts or omissions of Lessee, its agents, and employees under this Agreement, except to the extent attributable to the negligence or willful misconduct of Lessor and/or its employees, agents, or contractors.

To the extent permitted by law, Lessor agrees to indemnify, defend, and hold Lessee, its affiliates, and each of their respective agents, officers, employees, directors, shareholders, and partners harmless from and against any and all injury, loss, damage, or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly or indirectly out of or resulting from any acts or omissions of Lessor, its agents, contractors, representatives, officers, elected officials, and employees, except to the extent attributable to the negligence or willful misconduct of Lessee and/or its employees, agents or independent contractors.

Indemnification – Environmental Harm. Without limiting any provisions of this Agreement, Lessee shall also defend, indemnify, and hold Lessor and its respective officers, employees, elected officials, and agents harmless from and against all suits, actions, claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses (including but not limited to reasonable attorney's and consultant's fees, court costs and litigation expenses) to the extent arising out of:

1. Any actual contamination by hazardous substances of the Leased Premises caused by Lessee or its agents or contamination by hazardous substances of the Airport caused by Lessee or its agents;
2. The presence, disposal, release or threatened release of hazardous substances by Lessee or its agents at the Airport that is on, from, or affects the soil, air, water, vegetation, buildings, personal property, persons, animals, or otherwise;
3. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to the use of hazardous substances by Lessee or its agents at the Airport; or
4. Any violation by Lessee of any Environmental Laws that affects the Airport.

7.02 **INSURANCE.** Lessee shall maintain at all times, at its sole expense, Liability Insurance with an insurance underwriter authorized to do business in the State of Texas, against claims of bodily injury and property damage resulting from Lessee's business activities at the Airport pursuant to this Agreement. The amount of coverage shall not be less than the following:

Commercial General Liability:	$1,000,000 Combined Single Limit; per Occurrence
Automobile Liability:	$1,000,000 Combined Single Limit; per Occurrence
Umbrella Excess Liability:	$4,000,000 per Occurrence
Workers' Compensation:	Statutory Amounts or Occupational Medical and Disability
Employers' Liability:	$1,000,000
Endorsements (Copies Required):	City of Lubbock as additional insured on Auto/General Liability on a primary and non-contributory basis. Waiver of subrogation in favor of the City of Lubbock on all coverages

A current certificate of insurance and copies of the endorsements shall be provided by Lessee to the Director of Aviation of Lessor prior to the beginning of the term of this Agreement. The insurance shall also contain a provision requiring the insurer to give the Lessor written notice of cancellation or of any material change in coverage at least thirty (30) days in advance of the effective date of such cancellation or material change.

Lessee and Lessor (as allowed by law) each mutually release each other from liability and waive all right of recovery against the other for any property loss or damage covered by its own property insurance policy, and in the event of such insured loss, it is agreed that neither Party's insurance company shall have a subrogation claim against the other. Each Party shall obtain special endorsements required by its insurer to allow such waiver of rights of subrogation, but the failure to obtain same shall not impair the effectiveness of this waiver and/or release between the Parties.

7.03 **INTERFERENCE**. Lessor shall not allow third parties operating at the Airport to install any equipment in the Airport that would interfere with or restrict the operation of the Network. Lessor agrees should any interference be encountered in the Network operation as a result of third party's equipment in, on, or about the Airport, Lessor will require such party to eliminate such interference in a timely manner, not to exceed twenty-four (24) hours from third party's receipt of written notice from Lessor. The request for such

removal of the interference shall not be required, if such removal prevents the Airport from operating as an air passenger facility or compromises Airport safety or security. Lessor agrees should any interference be encountered in the Network operation as a result of Lessor's equipment in, on, or about the Airport, Lessor will use good faith efforts to resolve such interference within a reasonable time frame. In the event of any interference that continues beyond the cure periods stated herein, notwithstanding anything to the contrary contained in this Agreement, Lessee may (i) immediately terminate this Agreement, upon written notice to Lessor, without further liability and/or (ii) pursue radio frequency interference remedies before the FCC against the interfering party. Lessee will also have the right, in addition to any other rights it may have at law or in equity, to elect to enjoin such interference. For the purposes of this Agreement, "**interference**" may include, but is not limited to, any use on the Airport or surrounding areas that causes electronic, physical, or obstruction interference with, or degradation of the communications signals to or from the Communication Facility.

7.03 **WARRANTIES**. Lessee and Lessor each acknowledge and represent that it is duly organized, validly existing, and in good standing and has the right, power, and authority to enter into this Agreement and bind itself hereto through the officer or representative set forth as signatory for the Party below.

Lessor represents, warrants, and agrees that: (i) Lessor owns the Airport and no other party has approval rights to this Agreement; (ii) Lessor grants to Lessee sole, actual, quiet, and peaceful use, enjoyment, and possession of the Premises; (iii) Lessor's execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor, (iv) if Lessor's interest in the Airport or underlying real property is a lessee's interest in a ground lease, (a) nothing in the ground lease prevents Lessor from performing its obligations or assuming liabilities as set forth in this Agreement, and Lessor covenants to take no action or fail to take any required action under the terms of such ground lease that would disturb Lessee's possession of the Premises or impair its rights under this Agreement, and (b) the term of any such ground lease permits a minimum occupancy period for Lessor for no less than the initial term of this Agreement, and all extension terms.

LESSEE MAKES NO EXPRESS WARRANTY REGARDING THE NETWORK AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS THEREFOR.

ARTICLE EIGHT
TERMINATION, CANCELLATION

8.01 **TERMINATION.** This Lease shall terminate at the end of the Term. Lessee shall have no further right or interest in any of the Premises or improvements hereby demised, except as provided herein.

8.02 **TERMINATION BY LESSEE.** This Lease shall be subject to cancellation by Lessee upon the occurrence of any one or more of the following events:

1. The permanent abandonment of the Airport by the Lessor as an air terminal.
2. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control, or use of the Airport, or any substantial part or parts thereof, in such a manner that substantially restricts Lessee for a period of at least ninety (90) days from operating thereon.
3. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use and operation of the Airport for a period of at least ninety (90) days.
4. The default of the Lessor in the performance of any covenant or agreement herein required to be performed by the Lessor and the failure of the Lessor to remedy such default for a period of sixty (60) days after receipt from Lessee of written notice to remedy the same.
5. Lessor's failure to provide access pursuant to Section 5.01 within twenty-four (24) hours after receipt of written notice of such failure.
6. If Lessee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court, or other governmental authority necessary for the construction, use, or operation of the Network as now or hereafter intended by Lessee; or if Lessee determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable.
7. If at any time prior to construction of the Network, Lessee determines that construction and installation of the Network is not feasible or suitable for Lessee, in its sole discretion.

Lessee may exercise such right of termination by giving sixty (60) days advance written notice to the Lessor at any time after the lapse of the applicable periods of time and this Lease shall terminate as of the sixty first (61st) day after such notice is given. Rental due hereunder shall be payable only to the effective date of said termination.

It is agreed that failure to declare this Lease terminated upon the default of Lessor for any of the reasons set forth above shall not be construed as a waiver of any of the Lessee's rights hereunder or otherwise bar or preclude Lessee from declaring this Agreement cancelled as a result of any subsequent violation of any of the terms or conditions of this Agreement.

8.03 **TERMINATION BY LESSOR.** This Lease shall be subject to cancellation by Lessor after the happening of one or more of the following events:

1. The taking by a court of competent jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any federal reorganization act.
2. The appointment of a receiver for Lessee's assets.
3. The divestiture of Lessee's assets by other operation of law.
4. The abandonment by Lessee of the DAS Network (not due to a Force Majeure) at the Airport for a period of three (3) months or more.
5. The failure by Lessee to pay any rentals or other charges hereunder and the failure of Lessee to remedy such failure for a period of ten (10) business days after receipt from the Lessor's Director of Aviation of written notice to remedy the same.
6. The default by Lessee in the performance of any covenant or agreement herein required to be performed by Lessee and the failure of Lessee to remedy such default for a period of thirty (30) days after receipt from the Lessor's Director of Aviation of written notice to remedy the same; provided, however, no failure will be deemed to exist if Lessee has commenced to cure the default within such 30-day period and provided such efforts are prosecuted to completion with reasonable diligence.
7. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control, or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict Lessee for a period of at least six (6) months from operating thereon.

Lessor may exercise such right of termination by giving ten (10) days advance written notice to the Lessee at any time after the lapse of the applicable periods of time, and this Lease shall terminate as of the eleventh (11^{th}) day after such notice is given. Once Agreement is terminated, Lessor's agents may enter upon the Leased Premises and take immediate possession of the same and remove Lessee's effects. Any rental due hereunder shall be payable to said date of termination.

It is agreed that failure to declare this Lease terminated upon the default of Lessee for any of the reasons set forth above shall not be construed as a waiver of any of the Lessor's rights hereunder or otherwise bar or preclude Lessor from declaring this Agreement cancelled as a result of any subsequent violation of any of the terms or conditions of this Agreement.

8.04 **REPLACEMENT AFTER DAMAGE.** It is agreed between the parties hereto that in the event the Leased Premises are damaged by fire or other accidental cause during the initial term of this Lease so as to become totally or partially untenantable, the Lessor shall have

the option to restore or not restore the Premises to their former condition. Lessor shall give Lessee notice in writing of Lessor's election to restore or not restore the Premises within sixty (60) days of the occurrence of such damage. If the Lessor elects to restore the Premises, the Lessor shall proceed with due diligence and there shall be an abatement of the rent until repairs have been made for the time and to the extent for which the Premises, or part thereof, have been untenantable. Should the Lessor exercise the option to not restore the Premises, the lease of such untenantable portion of the Premises shall cease and terminate effective on the date of receipt of Lessor's written election to not restore the Premises; provided, however if Lessor makes such election, Lessee may, within thirty (30) days after receipt of such written election, prior written notice to Lessor that Lessee's requests to restore the Premises at its cost and expenses, and in such case, (i) Lessor's termination may be null and void, (ii) Lessee shall restore the Premises, and (iii) there shall be an abatement of the rent until repairs have been made for the time and to the extent for which the Premises, or part thereof, have been untenantable.

8.05 **CONFLICT OF INTEREST.** The Lessee acknowledges it is informed that Texas law prohibits contracts between the City of Lubbock and its "officers" and "employees," and the prohibition extends to officers and employees of the City of Lubbock agencies, such as Lessor-owned utilities, and certain City of Lubbock boards and commissions, and to contract with any partnership, corporation, or other organization in which the officers or employees have a substantial interest. Lessee certifies (and this Agreement is made in reliance thereon) that neither the Lessee nor any person having an interest in this Agreement is an officer or employee of the City of Lubbock or any of its agencies, boards, or commissions.

8.06 **REMOVAL OF LESSEE'S PROPERTY.** Upon all amounts due the Lessor from Lessee having been paid in full, the Lessee shall, within sixty (60) days after the termination of this Lease, whether such termination comes upon expiration of the initial term, any extension, or otherwise under any provision of this Lease, remove from the Leased Premises all of Lessee's property. Notwithstanding anything to the contrary contained in this Agreement, Lessee shall not be required to remove any structural steel, foundations, or underground utilities, fiber-optic cable, coaxial cable, conduit or related equipment, and all such materials and equipment shall be deemed abandoned and shall become the property of Lessor (and not subject to additional rental charges under Section 8.07). Lessee shall restore the Premises to the original condition, normal wear and tear, and damage by casualty accepted.

8.07 **OWNERSHIP.** Unless a renewal agreement is executed, property that Lessee was obligated to remove under Section 8.06 that is left on the Premises after sixty (60) days from the date of termination of this Agreement shall be deemed abandoned and will

become the property of the Lessor, and may be disposed of as the Lessor sees fit, without any liability to the Lessee to account for the proceeds of any sale; and the Lessor, at its option, may require Lessee to remove such abandoned property and may charge rent from the date of expiration or termination of this Agreement through the day of final removal of the property, or of notification to the Lessee of the abandonment of the property and taking by the Lessor, as the case may be.

In the event Lessor terminates this Agreement for cause as contained in 8.03 above, or if Lessee discontinues operations at any time prior to expiration, the DAS Equipment shall not be removed until Lessee has paid all amounts due to Lessor.

8.08 **TERMINATION OF LEASE AND SURRENDER OF LEASED PREMISES.** The Lessee covenants and agrees that at the expiration of the term of this Lease, or upon earlier termination as provided elsewhere in this Agreement, Lessee will quit and surrender the Leased Premises and the improvements in good condition, reasonable wear and tear and damage by casualty accepted, all in accordance with and subject to Section 8.07.

ARTICLE NINE
MISCELLANEOUS PROVISIONS

9.01 **NOTICES.** Notices to the Lessor required or appropriate under this Agreement shall be deemed sufficient if in writing and hand delivered or mailed, registered, certified mail, postage prepaid, or sent via overnight courier addressed to:

Director of Aviation
Lubbock Preston Smith International Airport
5401 N. MLK Blvd., Unit 389
Lubbock, Texas 79403

Notices to the Lessee shall be deemed sufficient if in writing and hand delivered or mailed, registered, certified mail, postage prepaid, or sent via overnight courier and addressed to:

Mobilitie Investments III, LLC
Attn: Legal Department
Re: Lubbock Airport
660 Newport Center Drive, Suite 200
Newport Beach, California 92660

Notices will be deemed effective when received, refused, or returned undelivered.

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

9.03 **ENTIRE AGREEMENT.** This Lease constitutes the entire Agreement between the Lessor and Lessee, and any other written or parole agreement with the Lessor is expressly waived by Lessee.

9.04 **LIMITATION OF LIABILITY**. Except for the indemnity obligations for third party claims set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Lessee and Lessor each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

9.05 **GOVERNING LAW AND ATTORNEYS FEES.** This Agreement will be governed by the laws of the state of Texas. The prevailing Party in any action or proceeding in court or mutually agreed upon arbitration/mediation proceeding to enforce the terms of the Agreement shall be entitled to receive its reasonable attorneys' fees, including court, consultant, and expert costs, fees, and expenses from the non-prevailing Party.

9.06 **FORCE MAJEURE**. Neither party shall be liable for failure to perform its obligations under this Agreement due to acts of God, the failure of equipment or facilities not owned or controlled by a party (including, but not limited to, utility service), government order or regulation or any other circumstances beyond the reasonable control of the party with the performance obligation. Such circumstances shall include Lessor or third party denial of Lessee access to the Network or other facilities or rights-of-way essential to serving the Premises.

9.07 **SEVERABILITY**. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of this Agreement is not rendered impossible and the original purpose, intent, or consideration is not materially impaired; and (b) the Parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal, or unenforceable) that is valid, legal, and enforceable and carries out the Parties' intentions to the greatest lawful extent.

EXECUTED this _____ day of _____, 2017.

The City of Lubbock, Lessor

BY: _____
DANIEL M. POPE, MAYOR

Mobilitie Investments III, LLC, Lessee

By: Mobilitie Management, LLC, Manager

_____
Name: Christos Kamis
Title: President & CEO

Date: 9/26/17

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

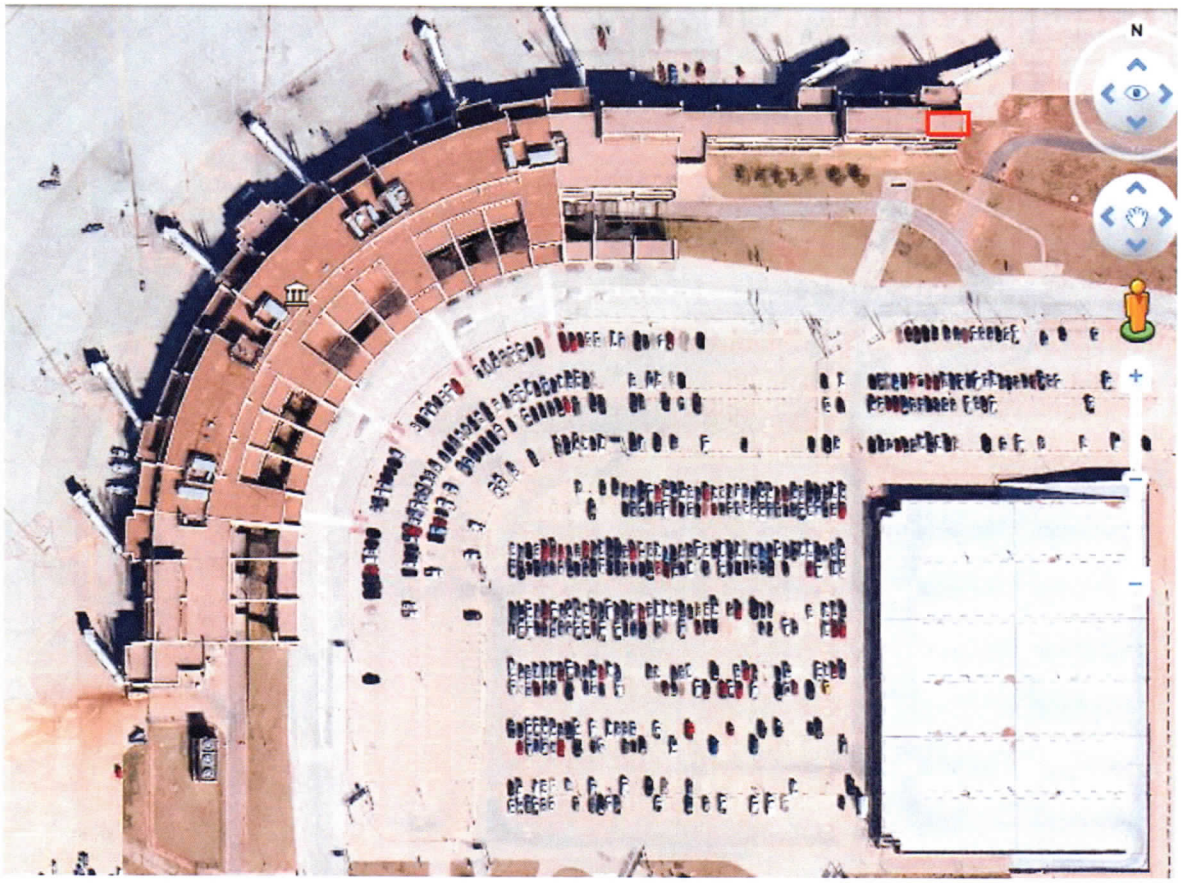
_____
Mitchell Satterwhite, First Assistant City Attorney

EXHIBIT A
LEASED PREMISES

EQUIPMENT SPACE

The Equipment Space is approximately two hundred fifty (250) feet of space located on the Ground Level of the Airport on the East end of the Terminal Building. Lessee intends to, and Lessor shall permit Lessee to, install a locking gate around such Equipment Space and a 4' x 10' gated entryway opening to the non-secure side of the Terminal Building.

Figure 1. Equipment Space in relation to Airport Terminal Building (outlined in red below)



Regular City Council Meeting **6. 22.**

Meeting Date: 10/12/2017

Information

Agenda Item

Resolution - Transit: Consider a resolution authorizing the Mayor, or his designee, to execute a Transportation Development Credit Agreement, TxDOT Project # TDC 1702 (05), by and between the City of Lubbock on behalf of Citibus, and the Texas Department of Transportation (TxDOT).

Item Summary

TxDOT is allocating 61,900 Transportation Development Credits (TDCs) to the City of Lubbock/Citibus to be used as a local match for the FY 2016 Federal Section 5339 Bus and Bus Facilities Grant. The TDCs 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 TDCs, the FY 2016 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 August 31, 2018. TxDOT requires that all grants must be executed electronically. Citibus recommends approval of the Transportation Development Credits Agreement with TxDOT.

Fiscal Impact

TDCs will be used as a 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 - Citibus Funding Credits from TxDOT

TDC 1702 (05) Agreement

FTA FY 16 Section 5339 Grant

RESOLUTION

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

THAT the Mayor 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 1702(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

ccdocs/RES. Agreement – TxDOT Development Credits Agreement – Citibus & TxDOT Project TDC 1702.05
September 26, 2017

AGREEMENT: PUBLIC TRANSPORTATION - TRANSPORTATION DEVELOPMENT CREDITS (TDC)
SUBRECIPIENT: Lubbock, City of
TXDOT PROJECT #: TDC 1702 (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 "Subrecipient".

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 114811 authorizing the Subrecipient 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 Subrecipient agree as follows:

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This TDC Agreement becomes effective when fully executed by both parties or on 09/21/2017, whichever is later. This TDC Agreement shall remain in effect until 08/31/2018, 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 Subrecipient 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 Subrecipient shall complete the project in accordance with all applicable federal and state laws and

regulations.

B. If applicable, the Subrecipient 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 Subrecipient shall publicly open all bids or privately review proposals. The Subrecipient 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 Subrecipient 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 61,900 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 Subrecipient binds themselves, their successors, assigns, executors and administrators in respect to all covenants of this agreement. The Subrecipient 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 Subrecipient in duplicate.

THE SUBRECIPIENT

_____
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

The City of Lubbock received a Section 5339 Bus and Bus Facilities discretionary award. The TDC award will be used as soft match at an 80/20 ratio for the federal award amount of $309,500 distributed by FTA to purchase vehicles. The federal funds were awarded under grant number TX-2017-072.

DOT

I.S. Department of Transportation

FTA

Federal Transit Administration

Award

ederal Award Identification Number (FAIN)	TX-2017-072-00
emporary Application Number	1993-2017-2
ward Name	Lubbock-Citibus FY 2016 Section 5339 Grant
ward Status	Obligated / Ready for Execution
ward Budget Number	0

art 1: Recipient Information

Name:
City Transit Management Company, nc.

ecipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
993	City	CITY OF LUBBOCK	037890936

ocation Type	Address	City	State	Zip
leadquarters	3800 SANDSHELL DR STE 175	FORT WORTH	TX	761374230
hysical Address	801 TEXAS AVE	LUBBOCK	TX	79401
lailing Address	P.O. BOX 2000	LUBBOCK	TX	79457

nion Information

Union Name	NONE
Address 1	
Address 2	
City	
State	
Zipcode	00000
Contact Name	
Telephone	
Fax	00000
E-mail	
Website	

Part 2: Award Information

Title:
Lubbock
-
Citibus
FY
2016
Section
5339
Grant

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
TX-2017-072-00	Obligated / Ready for Execution	Grant	6/13/2017	6/13/2017	No

Award Start Date
8/30/2017

Award End Date
5/31/2018

Award Executive Summary
Lubbock-Citibus FY 2016 Section 5339 Grant - These funds will be used to purchase two ADA paratransit buses to replace older buses that are past their useful life. Citibus is applying for $309,500 in federal funds matched with Transportation Development Credits provided by the Texas Department of Transportation in the amount of $31,900.This grant request is within acceptable limits of the Fleet ratio which is shown in the Fleet Details of the Recipient ID section.

FY 2016 - $309,500

Total - $309,500

These ARBOC buses have a 5 year, 150,000 mile useful life.

Fixed Route Fleet = 75 total, with a spare ratio of 15.38%
Paratransit Fleet = 28 total, with a spare ratio of 21.74%

Award Start Date: Date of the Award
Award End Date: 5/31/2018

This Application for Section 5339 Federal Assistance is allocated to the City of Lubbock-Citibus. Attached to this application is the FY 2015-2018 STIP approval signed by FTA and FHWA which describes the FY 16 funds being used in this grant.

Other:
There are no Research and/or Demonstration Activities

There are no Indirect Costs

Frequency of Milestone Progress Reports (MPR)
Quarterly

Frequency of Federal Financial Reports (FFR)
Quarterly

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?
No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Chris	Mandrell	Director of Human Resources	cmandrell@citibus.com	806-712-2000

Melissa	Foreman		melissa.foreman@dot.gov	817-978-0554
Phyllis	Degarmo	Local Security Manager	Phyllis.Degarmo@dot.gov	817-978-0501

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	$309,500
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$61,900
Total Eligible Cost			**$309,500**

Award Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2017-072-01-00	111-00 (111-A1)	BUS - ROLLING STOCK	$309,500.00	$0.00	$309,500.00	2
TX-2017-072-01-00	11.12.04	BUY REPLACEMENT <30 FT BUS>	$309,500.00	$0.00	$309,500.00	2

Earmark and Discretionary Allocations

This application does not contain earmarks or discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
TX-34-0045	TX-2017-072-01-00	BUS - ROLLING STOCK	111-00 (111)	A1	481350	Lubbock, TX	2016.25.34.BF.2	00	Bus Form - Formula Alloc	$309,500	$309,500

Part 3: Project Information

Project Title:
Paratransit Bus Purchase

Project Number	Temporary Project Number	Date Created	Start Date	End Date
TX-2017-072-01-00	1993-2017-2-P1	6/13/2017	8/1/2017	3/31/2018

Project Description
Citibus plans to use the fiscal year 2016 5339 funds to 2 ARBOC Spirit Mobility paratransit buses. These buses will be purchased off of a Texas Comptroller Contract number 072-A1. Each ARBOC Spirit Mobility paratransit bus will cost $122,717 ($122,717 - federal, matched with 24,543 TDC's) Citibus requested and was awarded Transportation Development Credits (TDCs) from the Texas Department of Transportation to be used as match for these funds. The total TDCs awarded is 61,900. Texas Transportation Commission Minute Order 114811 is attached.

FY 2016 - $305,900
Total - $305,900

These ARBOC buses have a 5 year, 150,000 mile useful life.

Project Benefits
As a result of the purchase of 2 paratransit buses, we will be able to retire some old buses that have far exceeded their useful life which will hopefully help to reduce downed buses and increase trip reliability. All ADA paratransit clients will benefit from the purchase of these 2 buses by providing a more reliable and comfortable service. These buses will be used to provide services to all ADA clients and in all parts of the city.

Additional Information
None provided.

Location Description
City of Lubbock, Texas

Project Location (Urbanized Areas)

UZA Code	Area Name
481350	Lubbock, TX

Congressional District Information

State	District	Representative
Texas	19	Randy Neugebauer

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	$309,500
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$61,900
Total Eligible Cost			**$309,500**

Project Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2017-072-01-00	111-00 (111-A1)	BUS - ROLLING STOCK	$309,500.00	$0.00	$309,500.00	2
TX-2017-072-01-00	11.12.04	BUY REPLACEMENT <30 FT BUS>	$309,500.00	$0.00	$309,500.00	2

Project Budget Activity Line Items

Budget Activity Line Item: 11.12.04 - BUY REPLACEMENT <30 FT BUS>

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
		BUY REPLACEMENT		

Extended Budget Description
Citibus plans to use the fiscal year 2016 5339 funds to 2 ARBOC Spirit Mobility paratransit buses. These buses will be purchased off of a Texas Comptroller Contract number 072-A1. Citibus requested and was awarded Transportation Development Credits (TDCs) from the Texas Department of Transportation to be used as match for these funds. The total TDCs awarded is $61,900. Texas Transportation Commission Minute Order 114811 is attached.

FY 2016 - $305,900
Total - $305,900

These ARBOC buses have a 5 year, 150,000 mile useful life.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Gasoline	New	<30 Foot Bus>

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	$309,500
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$61,900
Total Eligible Cost			**$309,500**

Milestone Name	Est. Completion Date	Description
State Contract Purchase Order	8/1/2017	Issuance of a purchase order to purchase the 2 paratranist buses off of the state contract.
Initial Delivery Date	11/1/2017	First bus delivered
Final Delivery Date	1/1/2018	Last bus delivered
Contract Completion Date	3/31/2018	Contract close out

Project Environmental Findings

Finding:
Class
II
(c)

- Categorical Exclusions (C - List)

Class Level Description
Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	6/13/2017

Part 4: Fleet Details

o fleet data exists for this application.

Part 5: FTA Review Comments

Application Review Comments

Comment By	Melissa Foreman
Comment Type	FTA Post Review Comments for Grantee
Date	6/20/2017
Comment	Must complete Certs and Assurances process first

Application Conditions

Entered By	Eldridge Onco
Condition Type	Special Conditions
Date	8/30/2017

Condition	This award of Federal financial assistance is subject to the terms and conditions set forth in the U.S. Department of Labor's certification letter dated August 29, 2017, to the Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-23, October 1, 2016)

n the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded deral assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant greement with FTA, and binds its compliance with the terms of this Grant Agreement.

he following documents are incorporated by reference and made part of this Grant Agreement:
) "Federal Transit Administration Master Agreement," FTA MA(23), October 1, 2016, http://www.fta.dot.gov,
:) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
i) Any Award notification containing special conditions or requirements, if issued.

/HEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO ICLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

TA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS RANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

ederal Transit Administration (FTA) hereby awards a Federal grant as follows:

ecipient Information

Recipient Name: City Transit Management Company, Inc.

Recipient ID: 1993

DUNS No: 037890936

ward Information

Federal Award Identification Number: TX-2017-072-00

Award Name: Lubbock-Citibus FY 2016 Section 5339 Grant

Award Start Date: 8/30/2017

Award End Date: 5/31/2018

Award Executive Summary: Lubbock-Citibus FY 2016 Section 5339 Grant - These funds will be used to purchase two ADA paratransit buses to replace older buses that are ast their useful life. Citibus is applying for $309,500 in federal funds matched with Transportation Development Credits provided by the Texas Department of Transportation the amount of 61,900.This grant request is within acceptable limits of the Fleet ratio which is shown in the Fleet Details of the Recipient ID section.

Y 2016 - $309,500
otal - $309,500

hese ARBOC buses have a 5 year, 150,000 mile useful life.

ixed Route Fleet = 75 total, with a spare ratio of 15.38%
aratransit Fleet = 28 total, with a spare ratio of 21.74%

ward Start Date: Date of the Award
ward End Date: 5/31/2018

his Application for Section 5339 Federal Assistance is allocated to the City of Lubbock-Citibus. Attached to this application is the FY 2015-2018 STIP approval signed by TA and FHWA which describes the FY 16 funds being used in this grant.

ther:
here are no Research and/or Demonstration Activities

here are no Indirect Costs

Research and Development: This award does not include research and development activities.

ndirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

ward Budget

Total Award Budget: $309,500.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $309,500.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $309,500.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $0.00

ward Budget Control Totals

The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
19 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)	5339-1	20526	$309,500
.ocal			$0
.ocal/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$61,900
Total Eligible Cost			**$309,500**

The Transportation Development Credits are not added to the amount of the Total Award Budget.)

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

eview Decision: DOL Concurs - Certified
riginal Certification Date: 08/29/2017 7:56 PM GMT

pecial Conditions

Comment By	**Eldridge Onco**
Comment Type	Special Conditions
Date	8/30/2017
Comment	This award of Federal financial assistance is subject to the terms and conditions set forth in the U.S. Department of Labor's certification letter dated August 29, 2017, to the Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.

TA AWARD OF THE GRANT AGREEMENT

warded By:
obert Patrick
egional Administrator
EDERAL TRANSIT ADMINISTRATION

.S. DEPARTMENT OF TRANSPORTATION
ontact Info: Robert.Patrick@dot.gov
ward Date: 8/30/2017

EXECUTION OF THE GRANT AGREEMENT

pon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant greement.

y executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:
l) Affirms this FTA Award,
2) Adopts and ratifies all of the following information it has submitted to FTA:
   (a) Statements,
   (b) Representations,
   (c) Warranties,
   (d) Covenants, and
   (e) Materials,
3) Consents to comply with the requirements of this FTA Award, and
4) Agrees to all terms and conditions set forth in this Grant Agreement.

xecuted By:

ity Transit Management Company, Inc.

Regular City Council Meeting **6. 23.**

Meeting Date: 10/12/2017

Information

Agenda Item

Resolution - Health: Consider a resolution authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock, Professional Services Contract 13527, by and between the City of Lubbock and Justice Benefits, Incorporated, for Federal Financial Participation services to be provided to the City of Lubbock Health Department.

Item Summary

The City of Lubbock Health Department, through normal operations, encounters people who are enrolled or may be eligible for Texas Medicaid. Encounters may include a referral to a Texas Medicaid Provider, translation services during an immunization clinic, working with a medical provider to enroll in Medicaid, or visiting with a Medicaid enrollee at a health fair. These tasks, when provided by a City of Lubbock Health Department employee, who is paid with general revenue funds or state grant funds, may enable the City of Lubbock Health Department to be eligible for federal reimbursement through Medicaid Administrative Claiming (MAC). MAC is a federal match program that reimburses health departments for certain activities that improve an individual's access to or use of Medicaid services.

This contract is with Justice Benefits, Incorporated (JBI), a company that specializes in helping local government agencies participate in the MAC program. Through this contract, JBI will assist health department staff document services eligible for reimbursement. They will then compile the MAC claim for the department. The JBI contract is on a contingency fee basis. JBI will be paid 15% of any revenue recovered. This Agreement may continue by mutual agreement by both parties from year to year for a maximum of four (4) additional years.

Fiscal Impact

The quarterly claim amount recovered by JBI through this contract will vary. The claim is based on the number of reimbursable activities provided by staff during the quarter. Similar sized health departments have recouped up to $15,000 in a quarter. Any federal match dollars generated from Medicaid administrative activities for health-related services must be used for the enhancement of the entity’s Medicaid program.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Professional Services Contract for Federal Financial Participation services to be provided to the City of Lubbock Health Department, by and between the City of Lubbock and Justice Benefits, Incorporated, 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:

_____
Katherine Wells, MPH, Director of Public Health

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

RES.PSC-Justice Benefits Inc.
09.26.17

AGREEMENT FOR PROFESSIONAL SERVICES

between
Justice Benefits, Incorporated
and
City of Lubbock, Texas

This Agreement is entered into by and between the City of Lubbock, Texas (hereinafter referred to as the "City") and Justice Benefits, Inc. as the general partner of JBI, LTD, a Texas limited partnership (hereinafter, collectively referred to as "JBI" or "Contractor"), located at 1711 E. Beltline Road, Coppell, Texas 75019.

WITNESSETH

WHEREAS, many of the services provided by the City through the Health Department are funded directly by local and state funds when, in fact, some of those services are eligible for Federal Financial Participation (hereinafter "FFP"); and

WHEREAS, JBI is willing and able to provide professional assistance to explore opportunities for new FFP, to review prospects for expansion of existing FFP, and to secure additional FFP as may be appropriate for the City;

NOW, THEREFORE, for and in consideration of these mutual covenants and promises recorded herein, the parties hereto agree as follows.

ARTICLE I
RESPONSIBILITIES OF JBI

JBI agrees to perform the following services:

1.01 JBI will review the policies and procedures used by the City to identify such additional Federal and other revenue sources, if any, as may be available to the City through participation in new programs or expansion of existing FFP. These efforts may include any of the following activities: advising the City of the reimbursement opportunity, preparing or enhancing the claim, preparing or assisting with submittal packages, preparing audit files, assisting the City with submittals, assisting the City should it be audited for claims on which the Company assisted, or other related federal revenue enhancement activities.

1.02 JBI will continually monitor for new opportunities of funding. Whenever a new federal reimbursement opportunity arises, JBI may notify the City of that opportunity. JBI will strive to identify and optimize all federal reimbursement opportunities for the City; but is not obligated to make the City aware of all possible opportunities and shall have no liability for any omission to identify the same. Upon the City signing an Initiative with JBI for the claiming of federal dollars, then JBI will be entitled to compensation for that Initiative as set forth in Article V of this Agreement.

ARTICLE II
RESPONSIBILITIES OF THE CITY

2.01 The City agrees to perform the following activities:

a. Designate a properly authorized City representative to sign each JBI Initiative of which the City approves.

b. Designate a contract monitor who shall:

i. Be the person responsible for monitoring JBI's performance under the terms and conditions of this Agreement; and

ii. Authorize payment for services rendered based upon properly submitted invoices to the City in accordance with Article V of this agreement (i.e. Compensation).

c. Provide JBI with copies of or access to documents and databases that are necessary for the successful completion of work required by this Agreement.

ARTICLE III
INITIAL TERM AND RENEWAL

3.01 The initial term of this Agreement is one year, commencing with the date of this Agreement (the "Initial or Renewal Term").

3.02 Upon conclusion of the Initial Term of this Agreement, this Agreement may continue by mutual agreement by both parties from year to year for a maximum of four (4) additional years.

ARTICLE IV
CONFIDENTIALITY

The City and JBI mutually agree that the confidentiality of the information obtained by JBI shall be strictly observed, as permitted by law, in any reporting, auditing, invoicing and evaluation, provided however, that this provision shall be construed as a standard of conduct and not a limitation upon the right to conduct the foregoing activities.

ARTICLE V
COMPENSATION

5.01 The intent of this Agreement is to compensate JBI for new revenues received by the City that are a direct result of JBI's efforts. These efforts may include any or all of the following activities: advising the City of the reimbursement opportunity for the health department, preparing or enhancing the claim, preparing of submittal packages, preparing audit files, assisting the City with submittals,

assisting the City should it be audited for claims on which the Company assisted, or other related federal revenue enhancement activities. The parties agree JBI will be compensated for new or enhanced revenue sources that directly result from JBI's activities at the following rate:

- ❖ Fifteen percent (15%) of all revenue paid to the City (prospectively or retroactively) as described in each of the City signed Initiatives. JBI will be paid its fees for a minimum of four years worth of claims filed prospectively once an Initiative is signed by the City. In addition, JBI will be paid its fees on any retroactive claims filed for that same Initiative.

5.02 Unless otherwise agreed or directed by JBI in writing, the City shall make payment to the order of JBI, at 1711 E. Beltline Road, Coppell, Texas 75019.

5.03 Both parties recognize that delays in payment or reimbursement to the City by the Federal government may occur. JBI will be reimbursed within thirty (30) days after funds are actually received by the City and an accurate invoice is delivered to the City by JBI, even if those receipts occur beyond the term of this Agreement.

5.04 JBI agrees that in the unlikely event any funds recovered by the City as a result of this Agreement be subsequently disallowed, that the related fees paid to JBI based on such disallowed reimbursements will be credited against future payments to JBI, or be promptly repaid to the City should this agreement be terminated. In any event, the monetary amount of damages and the full extent of JBI's liability to the City, if any, shall be strictly limited to the amount of funds paid to, or owed to, JBI as a result of this Agreement.

5.05 JBI shall have the right to review the City's claims, grant awards, and such books, records, and other documents as may be required to ensure that the payment of JBI's fees is in accordance with this Agreement.

ARTICLE VI
NOTIFICATION

Any notice, specifications, reports, or other written communications from JBI to the City shall be considered delivered when posted by certified mail. Any notice, delivered by certified mail to JBI at the address on the first paragraph of this Agreement shall be considered delivered when posted.

A. Provider's address and numbers for the purposes of notice are:

April Farmer
Senior Vice President
Justice Benefits, Inc.
1711 E. Beltline Rd.
Coppell, TX 75019
Telephone: (972) 406-3728

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

Katherine Wells,
Health Department Director
City of Lubbock
P.O. Box 2000
1625 13th Street
Lubbock, Texas 79457
Telephone: 806-775-2941

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.01 **Authority.** All necessary approvals for the execution of this Agreement have been obtained and each person executing this agreement on behalf of the City is authorized to execute this Agreement as the binding act of the City.

Some programs require a submission with digital signature from an authorized elected official of the City. Contractor will prepare the claim and then provide step-by-step instructions for the authorized City official to complete the online form.

7.02 **Changes to be in Writing.** This Agreement may be modified to include additional work the City desires to be completed on a fixed or contingent fee basis with the written consent of both parties.

7.03 **Choice of Law, Forum Selection and Alternative Dispute Resolution.** Once records are made available, the claim preparation work will be performed by the Contractor at its headquarters in Dallas City, Texas. This Agreement shall be governed by the laws of the State of **Texas**, and any disputes shall be resolved in said state. The parties prefer informal resolution of any disputes. Prior to filing litigation, the parties shall discuss participating in alternative dispute resolution, including a pre-suit mediation or settlement conference.

7.04 **Venue and Applicable Law.** This Agreement is subject to all present and future valid laws, orders, rules and ordinances and/or regulations of the United States of America, the State of Texas and 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*.

7.05 **Counterparts**. This Agreement and the Initiatives that follow may be executed in separate counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

7.06 **Entire Agreement**. This Agreement and its attachments (including all approved Initiatives), if any, contain the entire Agreement between the Contractor and the City. Any previous proposals, offers, discussions, preliminary understandings and other communications relative to this Agreement, oral or written, are hereby superseded by this Agreement.

7.07 **Force Majeure**. Contractor shall be excused from performance during any delay beyond the time named for the performance of this contract caused by any act of God, war, civil disorder, strike or other cause beyond its reasonable control.

7.08 **Headings**. The headings used herein are for convenience only and shall not limit the construction or interpretation hereof.

7.09 **Inconsistencies**. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

7.10 **Indemnification**. Contractor agrees to indemnify the City, its officers, employees and agents for injury to persons or property, including contractor, its officers, employees or agents, the City, its officers, employees or agents, or other persons where such injury proximately results from an intentional act or omission of the Contractor or its employees.

7.11 **Independent Contractor**. Contractor shall be considered an independent contractor and not an employee of the City. Contractor shall be solely responsible for paying its own staff and the out-of-pocket expenses it incurs in providing services hereunder. Contractor shall also maintain general liability insurance at its own expense, in addition to workers' compensation coverages as may be required by law, and will provide proof of insurance to the City upon twenty (20) days notice.

7.12 **Interest**. In the event a written invoice for services provided under this Agreement remains unpaid for sixty (60) days, the claimant shall be entitled to interest at the highest rate allowed by law unless the amount invoiced is in dispute by either party.

7.13 **Non-Discrimination**. In performing this Agreement, contractor agrees it will not engage in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, or religion of such persons.

7.14 **Prohibition against Assignment**. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto, except as follows: Contractor shall be permitted to assign its right to be paid by the City after completing its work on an Initiative.

7.15 **Rule of Construction**. Each party and its legal counsel have been afforded the opportunity to review and revise this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments of exhibits hereto.

7.16 **Severability**. Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.17 **Terminology and Definitions**. All personal pronouns used herein, whether used in the masculine, feminine or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

7.18 **Waiver**. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

7.19 **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 "Texas Public Information Act") the same shall be of no force and effect.

7.20 **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.

7.21 **No Personal Liability.** Nothing in this Agreement is construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to this Agreement.

7.22 **No Joint Enterprise.** This Agreement is not intended to, and shall not be construed to create any joint enterprise between or among the parties.

7.23 **No Indemnification by City.** The parties expressly acknowledge that the City's authority to indemnify and/or 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.

7.24 **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 OF LUBBOCK RETAINS ALL GOVERNMENTAL IMMUNITIES.

IN WITNESS WHEREOF, the undersigned parties are fully authorized by the City and the Company respectively to execute this Agreement as of the date written below, as well as JBI Initiatives as federal reimbursement opportunities arise from time to time.

EXECUTED THIS _____ DAY OF_____, 2017

AGREED:

City of Lubbock, Texas

_____

Daniel M. Pope, Mayor

City of Lubbock
1625 13th Street
Lubbock, Texas 79401

APPROVED AS TO CONTENT:

_____
Katherine Wells
City of Lubbock Health Department, Director

APPROVED AS TO FORM:

_____
Ryan Brooke
Assistant City Attorney

ACCEPTED BY:

JBI, LTD., a Texas Limited Partnership
By: Justice Benefits, Inc., a Texas Corporation
Its: Corporate General Partner

_____
April Farmer

Senior Vice President
1711 E. Beltline Road
Coppell, Texas 75019

INITIATIVE: Medicaid Administrative Claiming (MAC)

A) Description of JBI's Contribution:

JBI recognizes that the City of Lubbock, Texas could file Medicaid Administrative Claiming (MAC) claims. MAC seeks reimbursement for activities that improve access to Medicaid coverage or improve the use of Medicaid covered services, per Texas Health and Human Services Commission.

JBI will assist with the Implementation Plan, provide training, be a secondary financial contact, enter financial information into database, and obtain the necessary financial data to successfully prepare MAC claims for the Health Department.

B) Claims submitted:

No claims yet submitted by JBI.

C) Total Increased Reimbursements expected:

Unknown until data is collected.

D) Fee Structure:

JBI will be paid its fees per its contract with City of Lubbock, Texas on all amounts generated from this program.

E) Agreed, JBI may proceed with this Initiative:

City of Lubbock, Texas: _____ _____

Daniel M. Pope
Mayor

Date

Justice Benefits, Inc.: April Farmer 9/21/17

April Farmer
Senior Vice President

Date

Regular City Council Meeting **6. 24.**

Meeting Date: 10/12/2017

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order Contract 31035624, with R & B Bearings & Hydraulics, Inc., for hydraulic cylinders and hydraulic pumps for residential collections vehicles.

Item Summary

The $117,765 purchase order contract will be for the purchase of hydraulic cylinders and hydraulic pumps to replace worn or broken 5-stage cylinders and pumps on residential collection vehicles. Precision Hydraulic of Lubbock, TX and Technology International, Inc. of Lake Mary, FL did not submit the revised bid form and therefore were deemed non-responsive.

Staff recommends the purchase order contract be awarded to R & B Bearings & Hydraulics, Inc. of Lubbock, Texas the lowest bidder meeting specifications in the amount of $117,765.

Fiscal Impact

Funding of $117,765 is approved for this purpose in the fiscal 2017-18 Operating Budget.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution-R&B Bearings & Hydraulics, Inc.

Purchase Order- R&B Bearings & Hydraulics, Inc.

Bid Tab - R&B Bearings & Hydraulics, Inc.

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31035624 for the purchase of Hydraulic Cylinders and Pumps as per ITB 17-13562-SG, by and between the City of Lubbock and R&B Bearings & Hydraulics, Inc. of Lubbock, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
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

ccdocs/RES.Purchase Order 31035624.Hydraulic Cylinders and Pumps
09.26.2017

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 09/26/2017
Order Number 31035624 000 OP
Branch/Plant 3526

TO: R & B BEARINGS & HYDRAULICS INC
1002 N AVENUE Q DRIVE
LUBBOCK Texas 79403

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK Texas 79404

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 09/26/2017 Freight
Requested 12/19/2017 Taken By S GONZALEZ
Delivery J LOERWALD REQ 50684 ITB 17-13562-SG

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
PARKER 5 STAGE CYLINDERS	15.000	5,800.0000	EA	87,000.00	12/19/2017
CC5511					
HYDRAULIC PUMPS	15.000	2,051.0000	EA	30,765.00	12/19/2017
CC5511					
				Total Order	
Terms 1/15, NET 30				117,765.00	

This purchase order encumbers funds in the amount of $117,765.00 awarded to R&B Bearings & Hydraulics, Inc. of Lubbock, TX on _____, 2017. The following is incorporated into and made part of this purchase order by reference: ITB 17-13562-SG dated September 26, 2017 from R&B Bearings & Hydraulics, Inc. Resolution #_____.

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

PURCHASE ORDER
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. a. 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. a. 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 viciation 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 or 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 or 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 or 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 or 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. Whereever 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 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/departmental-websites/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.

31. House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.
By accepting this purchase order, the Vendor (Professional or other applicable term defining the contracting party) verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

ORIGINAL

REVISED
Bid Form
Hydraulic Cylinders
City of Lubbock, TX
ITB 17-13562-SG

In compliance with the **Invitation to Bid 17-13562-SG**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **17-13562-SG** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
1.	15	Each	Hydraulic Cylinder replacement part for Model SD85MC-15-220 (Commercial Parker) DAT Pack Eject Cylinder, as specified and must include a one year warranty.	$5800.00	$87,000.00	12 weeks
2.	15	Each	Hydraulic Pump Part and Specification =T6CCZ-B31-B31-WR03-A100, as specified and must include a one year warranty.	$2051.00	$30,765.00	6 weeks

See attached note

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** - Delivery time of the parts will be considered in this bid.

****ARO – After Receipt of Order**

Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 1.0% - 10 days "n. net 30 calendar days. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING *(optional)*. The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES_____ NO X

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY R+B Bearings + Hydraulics, Inc. a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: R+B Bearings + Hydraulics, Inc

Address: 100 N. Ave Q Drive

City: Lubbock State: Tx Zip 79403

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 9/12/17
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

M/WBE Firm:

	Woman		Black American		Native American
✓	Hispanic American		Asian Pacific America		Other (Specify)

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code. Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name _____ and Manufacture's License No. _____
2. Name _____ and Converter's License No. _____
3. Name _____ and Representative's License No. _____
4. Name _____ and Franchise Dealer's License No. _____

General Distinguishing No. _____ (Franchised TX dealer)

By _____ Date: 9-18-17
Authorized Representative - must sign by hand

Officer Name and Title: Jim Lara, Jr - Vice President of Operations
Please Print

Business Telephone Number 806-765-6389 FAX: 806-765-6244

E-mail Address: hydrohnk@aol.com

FOR CITY USE ONLY

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

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

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

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

R&B Bearings & Hydraulics, Inc

1002 North Ave Q Drive
Lubbock, Texas 79403
806/765-6389
Fax: 806-765-6244

ORIGINAL

September 18, 2017

City of Lubbock, TX

Subject: Bid # ITB-17-13562-SG

For your information: **Item 1 – Hydraulic cylinders, Model # SD85MC-15-220**

4 cylinders are available for immediate delivery between 9/19/2017 and 9/25/2017 at Quoted price of $5800.00 each.

After 9/25/2017 call for availability.

Sincerely,

Jimmy Lara, JR
Vice President of Operations

City of Lubbock, TX
ITB 17-13562-SG
Hydraulic Cylinders

Specifications

Scope and Intent

The City of Lubbock Fleet Services is requesting bids for Hydraulic Cylinders for refuse trucks. Fleet would like to also reserve the option of standard delivery and rush delivery on both items.

Specifications:

Hydraulic cylinder replacement for Commercial PARKER Model SD85MC-15-220 DAT Pack/Eject Cylinder.

- Equipment Type: Side Loader
- Cylinder Type: Double Acting Telescopic (DAT) Cylinder
- Telescopic Largest Stage OD: 8 inches
- Telescopic Number of Stages: 5
- Telescopic Stroke: 220 Inches

Hydraulic Pump Part and Specification #T6CCZ-B31-B31-WR03-A100

Breakdown of Pump:

T6CCZ - Pump Series- SAE B 2 Bolts Mounting Flange J 744 C

B31 – Cam ring for P1 and P2 – 150.0 l/min

W – Type of Shaft – Keyed W

R – Direction of Rotation – Clockwise

03 – Porting Combination

A – Design Letter

1 – Seal Class – S1

00 – Mounting with Connection Variables – P1= 1" P2 = 1"

Warranty:

Both Hydraulic Cylinders **and Hydraulic Pumps** must carry a one year warranty.

Delivery:

Deliver to:
David Gamboa, Assistant Director of Fleet Services
Fleet Services
206 Municipal Drive
Lubbock, TX 79457
806-775-2370

City of Lubbock, TX
Fleet Services
Bid Tabulation
October 12, 2017

ITB 17-13562-SG
Hydraulic Cylinders

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Price
1	15	EA	Hydraulic Pack Cylinders			
			R&B Bearings & Hydraulics, Inc.	**Lubbock, TX**	**$ 5,800**	**87,000**
			Precision Hydraulic	Lubbock, TX	5,849	*NR
			Technology International, Inc.	Lake Mary, FL	11,873	NR
2	15	EA	Hydraulic Pump			
			R&B Bearings & Hydraulics, Inc.	**Lubbock, TX**	**2,051**	**30,765**
			Precision Hydraulic	Lubbock, TX		No Bid
			Technology International, Inc.	Lake Mary, FL		No Bid
			All or None			
			R&B Bearings & Hydraulics, Inc	**Lubbock, TX**		**$ 117,765**
			* NR-Non Responsive			
			Precision Hydraulic	Lubbock, TX		
			Technology International, Inc.	Lake Mary, FL		

Regular City Council Meeting **6. 25.**

Meeting Date: 10/12/2017

Information

Agenda Item

Resolution - Parks and Recreation Consider a resolution authorizing the Mayor, on behalf of the City of Lubbock, to accept from Lubbock Independent School District (LISD), a 0.1971 acre tract of land located on North Zenith Avenue, in Section 2, Block A, Lubbock County, Texas.

Item Summary

This narrow strip of land can not be used independently, and the City currently has a portion of a parking lot located on this land adjacent to George Woods Park. LISD wishes to donate this 0.1971-acre tract to the City of Lubbock to carry out a purpose that benefits the public interest.

Fiscal Impact

None

Staff/Board Recommending

W. Jarrett Atkinson, City Manager

Attachments

Resolution and Deed - LISD (c)

Map and LISD Resolution

RESOLUTION

WHEREAS, Lubbock Independent School District ("LISD") is the owner of a 0.1971 acre tract of land located on North Zenith Avenue, in Section 2, Block A, Lubbock County, Texas (the "Land");

WHEREAS, the Land is a narrow strip of land that cannot be used independently and the City of Lubbock (the "City") currently uses the Land as a portion of a parking lot;

WHEREAS, LISD wishes to donate to the City the Land on which the parking lot is located pursuant to Texas Local Government Code §272.001(b)(1) and (l);

WHEREAS, the City wishes to accept and maintain the Land in order to carry out a public purpose that benefits the public interest; NOW THEREFORE:

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 accept for and on behalf of the City of Lubbock, a Deed Without Warranty associated with certain properties in Lubbock County, Texas, owned by LISD, and all related documents. Said Deed Without Warranty 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:



Ryan Brooke, Assistant City Attorney

RES.Deed Without Warranty – LISD – N. Zenith
10.03.17

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED WITHOUT WARRANTY

Dated as of: September 29, 2017

Grantor: LUBBOCK INDEPENDENT SCHOOL DISTRICT

Grantor's Mailing Address:

1628 19th Street
Lubbock, Texas 79401
Lubbock County

Grantee: CITY OF LUBBOCK, TEXAS

Grantee's Mailing Address:

P. O. Box 2000
Lubbock, Texas 79457
Lubbock County

Consideration: TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration.

Property (including any improvements):

METES AND BOUNDS DESCRIPTION of a 0.1971 acre tract out of a 10.0 acre tract as described in Volume 902, Page 43 of the Deed Records of Lubbock County, Texas, said 10.0 acre tract is the remainder of a 30.0 acre tract as described in Volume 739, Page 137 of the Deed Records of Lubbock County, Texas, located in the Northwest Quarter of Section 2, Block A, Lubbock County, Texas, being further described as follows:

BEGINNING at a railroad spike found in the West right-of-way line of North Zenith Avenue as described in Volume 902, Page 43 of the Deed Records of Lubbock County, Texas, at the Northeast corner of this tract, which bears S. 00°13'43" E. a distance of 760.28 feet and S. 89°45'30" W. a distance of 30.00 feet from the Northeast corner of the Northwest Quarter of Section 2, Block A, Lubbock County, Texas, from whence a 3/8" iron rod found at the Northeast corner of Lot 2, Tract F, Mackenzie Terrace Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1017, Page 665 of the Deed Records of Lubbock County, Texas bears N. 00°13'43" W. a distance of 471.36 feet;

THENCE S. 00°13'43" E., along said right-of-way line, a distance of 31.14 feet to a 1/2" iron rod with cap marked "HRA" set for the Southeast corner of this tract;

THENCE S. 89°45'30" W. a distance of 275.70 feet to a 1/2" iron rod with cap marked "HRA" set for the Southwest corner of this tract;

THENCE N. 00°14'30" W. a distance of 31.14 feet to a 1/2" iron rod with cap marked "HRA" set in the Southern boundary of a 7.4 acre tract as described in Volume 1290, Page 890 of the Deed Records of Lubbock County, Texas and the Northern boundary of said 10.0 acre tract for the Northwest corner of this tract;

THENCE N. 89°45'30" E., along the Southern boundary of said 7.4 acre tract and the Northern boundary of said 10.0 acre tract, a distance of 275.70 feet to the Point of Beginning.

Bearings are relative to the Western boundary of Tract "A", Estacado Village an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 5718, Page 120 of the Real Property Records of Lubbock County, Texas, previously surveyed and recognized as being N. 00°14'30" W.

Reservations from Conveyance: None, except as stated below in Restrictions/Right of Reverter.

Exceptions to Conveyance and Warranty: Validly existing restrictions, easements, rights-of-way, outstanding mineral and/or royalty interests and leases, and other matters that affect the Property, as shown of record in Lubbock County, Texas or visible and apparent.

Restriction/Right of Reverter: The Property is conveyed to Grantee subject to the restriction that (i) Grantee's ownership and operation of the Property will be ancillary to and in connection with Grantee's ownership and operation of certain real property located adjacent to the Property (the "Adjacent Property") for purposes that benefit the public interest, and (ii) Grantee will use and maintain the Property only for a public purpose. Grantee may not operate, use or enjoy, or permit the operation, use or enjoyment of, the Property in any other manner or for any other purpose, including, without limitation, selling, leasing, licensing or otherwise transferring all or any part of the Property and/or any right to use the same to any other person. Grantor, for itself and its successors, legal representatives and assigns, hereby reserves a right of reverter in the event Grantee shall operate, use or enjoy, or permit the operation, use or enjoyment of, the Property in violation of this restriction. Upon any violation of this restriction, the estate herein granted shall, without notice, entry, suit or other action by Grantor, immediately revert to and vest in Grantor, its successors, legal representatives and assigns, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate and exclusive ownership, possession, use, enjoyment and control of the Property. The right of reverter reserved herein shall be perpetual unless a perpetual right of reverter is prohibited by applicable law, in which case such right of reverter shall be for the maximum term for which a right of reverter may be granted or reserved by governmental authorities under Texas law.

Grantor, for the Consideration and subject to the Reservations from Conveyance, the Exceptions to Conveyance, and the Restriction/Right of Reverter, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

This conveyance is intended to include any property interests obtained by after-acquired title.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

LUBBOCK INDEPENDENT SCHOOL DISTRICT

By: _____
Printed Name : Laura Vinson
Title: Board of Trustees, President

STATE OF TEXAS)

COUNTY OF LUBBOCK)

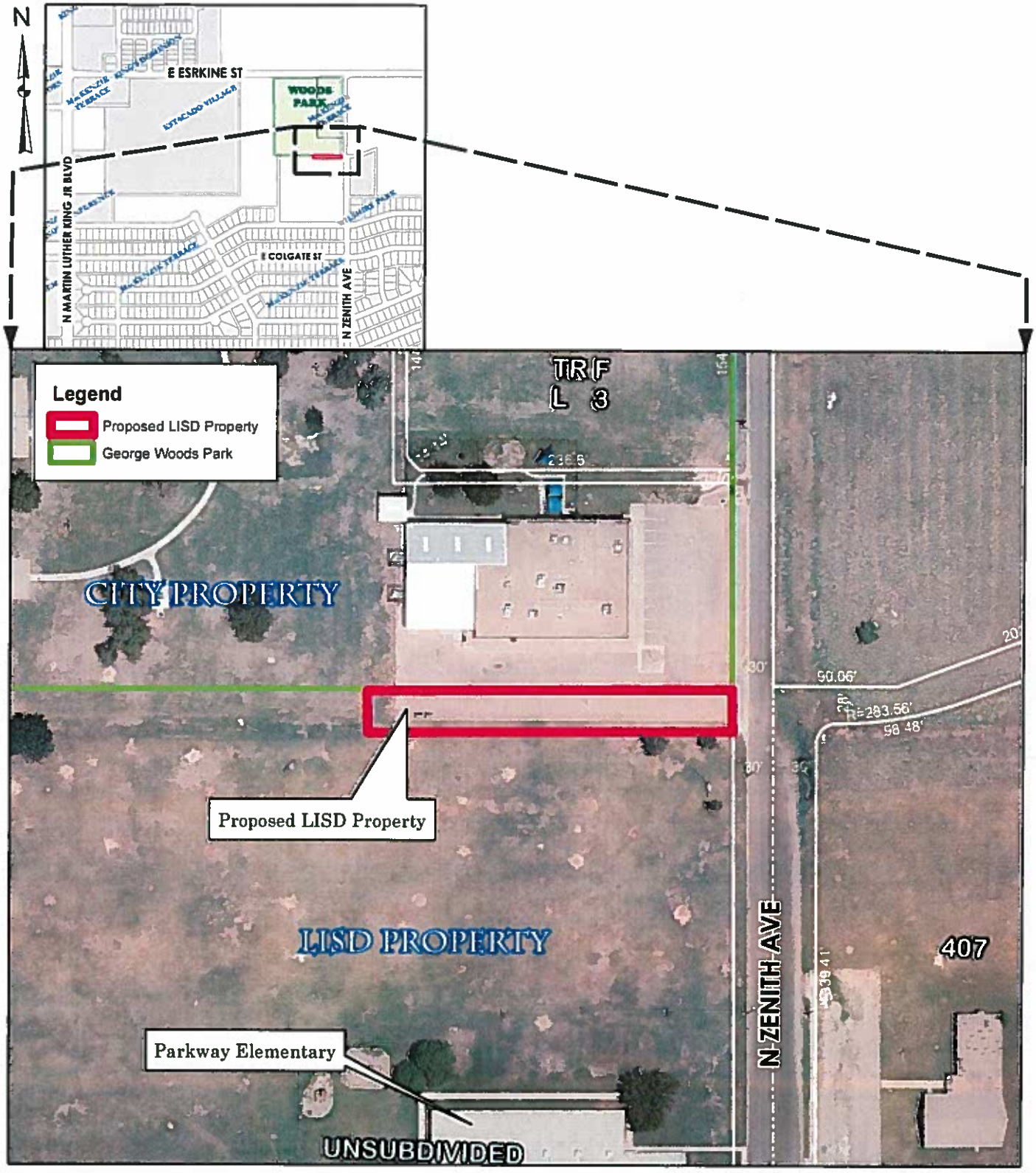
Before me, the undersigned authority, on this day personally appeared Laura Vinson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act of LUBBOCK INDEPENDENT SCHOOL DISTRICT, as its President of its Board of Trustees, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 28th day of September, 2017.

APRIL SANDOVAL
Notary Public, State of Texas
My Commission Expires
May 03, 2018

_____
Notary Public, State of Texas
My commission expires: 05/03/2018

Proposed LISD Property
Located South of George Woods Park and West of North Zenith Avenue



Digital Orthophotography - June 2016

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

City of Lubbock TEXAS

RESOLUTION
OF
THE BOARD OF TRUSTEES
OF
LUBBOCK INDEPENDENT SCHOOL DISTRICT

In accordance with Texas Education Code §11.154, the Board of Trustees of Lubbock Independent School District ("LISD") does hereby make the following Resolution regarding the disposition of LISD real property:

WHEREAS, LISD is the owner of a 0.1971 acre tract in Section 2, Block A, Lubbock County, Texas, on North Zenith (the "Land"), which is a narrow strip of land that cannot be used independently;

WHEREAS, the City of Lubbock (the "City") has a portion of a parking lot located on the Land;

WHEREAS, LISD wishes to donate to the City the Land on which the parking lot is located pursuant to LISD Board Policy CDB(LEGAL) and Local Government Code §272.001(b)(1);

WHEREAS, LISD may donate without complying with notice and bidding requirements this parcel of Land to another political subdivision because (1) the Land will be used by the City, the entity to which the Land is being donated, to carry out a purpose that benefits a public interest of LISD; (2) the donation of the Land is made under terms that affect and maintain the public purpose for which the donation is made; and (3) the title and right to possession of the Land will revert to LISD if the City ceases to use the Land for carrying out a public purpose pursuant to Board Policy CDB(LEGAL) and Local Government Code §272.001(l);

NOW BE IT THEREFORE RESOLVED that LISD shall donate to the City the Land described as a 0.1971 acre tract in Section 2, Block A, in Lubbock County, on North Zenith, which is being used by the City as a portion of its parking lot;

BE IT FURTHER RESOLVED that LISD is donating this Land to the City to carry out a purpose that benefits the public interest, the Land will be maintained for a public purpose, and, if the City fails to use the Land for a public purpose, the Land will revert back to LISD.

NOW BE IT THEREFORE RESOLVED. that the statements contained in the preamble of this Resolution are true and correct and adopted as findings of fact and operative provisions hereof, and that it is in LISD's best interest to donate said Land, and

BE IT FURTHER RESOLVED, that the LISD Board of Trustees orders and authorizes the donation of the Land in accordance with Local Government Code §272.001(b)(1) and (l), and orders and authorizes the Superintendent or Board President to take any and all action to provide notice of LISD's intent to convey the Land with a reversionary interest by Warranty Deed, and to prepare, execute, and file all documents necessary to carryout the conveyance of the Land to the City, but it shall be reserved to the Board President to execute the deed transferring ownership of the Land to the City.

This Resolution shall be in effect from and after its passage on the date shown below.

Passed and approved by the Lubbock Independent School District Board of Trustees on this 28th day of September, 2017.

Lubbock Independent School District

By: Laura Vinson
President of the Board of Trustees

By: Mark Blankenship
Secretary of the Board of Trustees

Regular City Council Meeting **6. 26.**

Meeting Date: 10/12/2017

Information

Agenda Item

Resolution - Human Resources: Consider a resolution authorizing the City Manager to execute a Memorandum of Understanding between the City of Lubbock and Methodist Children's Hospital d/b/a Covenant Children's Hospital, in connection with Section 340B of the Public Health Services Act.

Item Summary

This Memorandum of Understanding between Methodist Children's Hospital, d/b/a/ Covenant Children's Hospital, establishes a continuation of Covenant Health System's historical commitment to provide healthcare to indigent, uninsured, and underinsured residents of Lubbock and the surrounding community, regardless of ability to pay. The MOU also establishes acceptance by the City of Lubbock, of Covenant Children's Hospital commitment, and acknowledges that those healthcare services provided by Covenant Children's Hospital are in the public interest. This MOU meets a requirement for Covenant Children's Hospital to participate in the drug discount program established under Section 340B of the Public health Services Act.

Fiscal Impact

None

Staff/Board Recommending

W. Jarrett Atkinson, City Manager

Attachments

Resolution - MOU Covenant (c)

MOU - Covenant Health System

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Memorandum of Understanding in connection with Section 340B of the Public Health Services Act, by and between the City of Lubbock and Methodist Children's Hospital d/b/a Covenant Children's Hospital of Lubbock, Texas, and related documents. Said Memorandum of Understanding 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:

_____
Jarrett Atkinson, City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

vw:ccdocs/RES.Memorandum of Understanding.Covenant Health System
10.02.2017

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made this ___ day of October 2017 by and between the undersigned representatives of the City of Lubbock, Texas ("City"), located at 1625 13th Street, Lubbock, TX 79401 and Methodist Children's Hospital d/b/a Covenant Children's Hospital, ("HOSPITAL"), a non-profit corporation organized and existing under the laws of the State of Texas, located at 4015 22nd Place, Lubbock, TX 79410.

RECITALS:

WHEREAS, HOSPITAL is a community private, not-for-profit hospital that provides a disproportionate share of healthcare services to the Medicare population in addition to supporting many programs that benefit the indigent, uninsured or underinsured population in the State of Texas;

WHEREAS, HOSPITAL desires to participate in the drug discount program established under Section 340B of the Public Health Services Act (the "340B Program");

WHEREAS, in order to participate in the 340B Program HOSPITAL must enter into an agreement with a unit of the Texas state or local government pursuant to which HOSPITAL commits to provide health care services to low income individuals who are not entitled to Medicare or Medicaid benefits at no reimbursement or considerably less than full reimbursement from these patients;

WHEREAS, HOSPITAL desires to make such a formal commitment to CITY, and

WHEREAS, CITY agrees to accept such commitments on behalf of the citizens of the State of Texas

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted, under seal, by and between the parties to this Agreement, as follows:

1. Commitment of HOSPITAL to Provide Indigent Care.

During the term of this MOU, HOSPITAL agrees to continue its historical commitment to the provision of health care to indigent, uninsured and underinsured residents of Lubbock and surrounding communities. HOSPITAL will assure that all such patients will receive necessary care, as required by law regardless of ability to pay.

2. Acceptance and Acknowledgements of CITY.

(a) CITY accepts the commitment of HOSPITAL set forth above;

(b) CITY hereby acknowledges that the healthcare services provided by HOSPITAL hereunder are in the public interest.

3. **Representations of HOSPITAL.** HOSPITAL represents that as of the date hereof:

(a) HOSPITAL constitutes a corporation duly organized and validly existing in good standing under the laws of the State of Texas with the corporate power and authority to enter into and perform its obligations under this MOU; and

(b) HOSPITAL is a tax-exempt corporation of under Section 501 (c)(3) of the Internal Revenue Code of the United States, as amended and under applicable laws of the State of Texas.

(c) HOSPITAL hereby certifies that healthcare services are being provided to individuals who are not entitled to benefits under Title VIII or eligible for assistance under any State plan pursuant to Title XIX of the Social Security Act; and

(d) HOSPITAL hereby certifies that the healthcare services provided hereunder are in the public interest.

4. **Term and Termination.** The term of this MOU shall commence on the date first above written and shall continue until terminated by either party upon not less than sixty (60) days prior written notice to the other.

5. **Notice.** All notices required or permitted to be given under this MOU shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

Sent to:
Covenant Health System
Attention: Covenant VP of Finance
Mailing Address:
2107 Oxford
Lubbock, TX 79410

Sent to:
City of Lubbock, Administration
Attention: City Manager
Mailing Address:
P.O. Box 2000
Lubbock, TX 79457

6. **Governing Law.** This MOU shall be governed by and construed i n accordance with the laws of the State of Texas (excepting any conflict of laws provisions which would serve to defeat application of Texas substantive law).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, HOSPITAL and the CITY have executed this Agreement as of the day and year first written above by their duly authorized representative.

Methodist Children's Hospital d/b/a
Covenant Children's Hospital

WITNESS: HOSPITAL

Name: Amy Thompson, M.D.
Title: Chief Executive Officer

Lubbock, Texas

WITNESS: CITY

Name: Jarrett Atkinson
Title: City Manager

Regular City Council Meeting **6. 27.**

Meeting Date: 10/12/2017

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute for and on behalf of the City of Lubbock, Contract 13655, a Professional Service Agreement, including an application and related documents, for inclusion of the City of Lubbock Police Department in the Texas Department of Public Safety-Texas Law Enforcement Support Office (LESO) 1033 Military Surplus Property Program, as agent for the United States Department of Defense (DOD), for the transfer of excess U. S. DOD personal property for use by law enforcement agencies.

Item Summary

The State Plan of Operation (SPO) Law Enforcement Agency application for participation is entered into between the State of Texas and the City of Lubbock Police Department, to set forth the terms and conditions which will be binding on the parties, with respect to excess DOD personal property transferred, in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same. The Governor of the State of Texas has designated in writing, with an effective date of August 26, 2015, to implement the SPO program statewide as well as conduct management and oversight of this program. Funding and budgeting to administer this program are provided by the Texas Department of Public Safety and will remain in effect until either party receives (30) thirty days notice, in writing, or as otherwise stipulated by Public Law.

Fiscal Impact

None

Staff/Board Recommending

Gregory W. Stevens, Chief of Police

Attachments

Resolution-TX DPS LESO 1033 Military Surplus Program

Agreement-TX DPS LESO 1033 Military Surplus Program

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Professional Service Agreement per TX DPS LESO Program-1033 Military Surplus Program, by and between the City of Lubbock and the State of 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:

_____
Gregory W. Stevens, Chief of Police

APPROVED AS TO FORM:

_____
Jeff Hartsell, Assistant City Attorney

vw:ccdocs/RES.Agrmt-TX DPS LESO Program
September 25, 2017

○ New
◉ Update

CLEAR FORM

LAW ENFORCEMENT AGENCY (LEA) APPLICATION FOR PARTICIPATION

*****This application must be updated and resubmitted within 30 days of any changes*****

○ Federal ◉ State ○ Tribal Federal Agencies only: (Parent Affiliate i.e. DOJ):_____

2YTXXX DODAAC (Update Only): 2YTG1H

AGENCY: Lubbock Police Department

PHYSICAL ADDRESS (No P.O. Box): 916 Texas Avenue

CITY: Lubbock STATE: Texas ZIP: 79401

*****AGENCY MUST HAVE AT LEAST 1 FULL-TIME OFFICER TO PARTICIPATE IN THE PROGRAM*****
INDICATE THE NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY

FULL-TIME: 443 PART-TIME: 0

SCREENER POC(s): INCLUDE EMAIL ADDRESS AND DIRECT CONTACT PHONE NUMBER IF AVAILABLE

***MAIN POC: Is the Primary POC for requests and property pickup**

	NAME: LAST, FIRST	EMAIL	PHONE #
*SCREENER/MAIN POC	Cox, Roger	RCox@mylubbock.us	806-775-2751
SCREENER/POC #2	Pirkle, Kelley	KPirkle@mylubbock.us	806-775-2759
SCREENER/POC #3			
SCREENER/POC #4			
WEAPON/POC			
AIRCRAFT/POC			
VEHICLE/POC			

NOTICE: LAW ENFORCEMENT ACTIVITIES ARE DEFINED AS: GOVERNMENTAL AGENCIES WHOSE PRIMARY FUNCTION IS THE ENFORCEMENT OF APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND WHOSE OFFICERS HAVE THE POWERS OF ARREST AND APPREHENSION.

Upon acceptance into the Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate. (N/A for Federal Agencies)

By signing this I/we certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18USC § 1001.

CHIEF LAW ENFORCEMENT OFFICIAL/: HEAD OF LOCAL AGENCY

Gregory W. Stevens, Chief of Police
PRINTED NAME


SIGNATURE

DATE: 9/25/17

STATE COORDINATOR/SPOC: (NOT REQUIRED FOR FEDERAL AGENCIES)

_____
PRINTED NAME

_____
SIGNATURE

DATE: _____

_____
LESO Team Lead Approval

AP Version: 1/28/16

TEXAS LESO PROGRAM
SUPPLEMENTAL DATA SHEET

Date: 08-14-2017

Agency Name: Lubbock Police Department

ORI (Originating Agency Identification) number: TX 1520200

(Please enter same screeners in the order as listed on front page)

Screener #1: Cox, Roger / Captain
NAME / TITLE

Screener #2: Pirkle, Kelley / Sergeant
NAME / TITLE

Screener #3: _____
NAME / TITLE

Screener #4: _____
NAME / TITLE

STATE PLAN OF OPERATIONS

BETWEEN THE STATE OF

TEXAS

AND THE

City of Lubbock Police Department

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of Texas and the (*LEA name*) City of Lubbock Police Dept. , to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to State Law Enforcement Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug / counter-terrorism or border security activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA) in determining whether property is suitable for use by agencies in Law Enforcement Activities (LEAs). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is also known as the "1033 Program" or the "LESO Program" and is administered by DLA Disposition Services, Law Enforcement Support Office (LESO).

III. GENERAL TERMS AND CONDITIONS

A. OPERATIONAL AUTHORITY

The Governor of the State of Texas has designated in writing with an effective date of August 26, 2015 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program are provided by the Texas Department of Public Safety.

The provided funding is used to support assistance to the LEAs with customer service to include

computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Texas is as follows:

State Coordinator (SC): Skylor Hearn

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 5805 N Lamar Blvd Austin, Texas 78752
EMAIL / Contact Phone Numbers: Texas1033Program@dps.texas.gov 512-424-7590
Fax Number: 512-424-7591
Hours of Operation: 7AM – 5PM

B. The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for law enforcement activities, if any, which will be transferred to the (*LEA name*) City of Lubbock Police Department.

C. This agreement creates no entitlement to the LEA to receive excess DOD personal property.

D. The (*LEA name*) City of Lubbock Police Department understands that property made available under this agreement is for the use of authorized program participants only. Property may not be obtained for any individual, organization, or agency that has not been approved as a participant in the LESO Program. All requests for property must be based on bona fide law enforcement requirements. Property will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan.

E. Controlled property (equipment) includes any property that has a demilitarization (DEMIL) Code of B, C, D, F, G, and Q; and property, regardless of demilitarization code, that was specifically identified in the Law Enforcement Equipment Working Group Report from May 2015, created pursuant to Executive Order 13688 (EO). The Working Group Report mandates that the following items be treated as controlled property:

1) Manned Aircraft, fixed or rotary wing
2) Unmanned Aerial Vehicles
3) Wheeled Armored Vehicles
4) Wheeled Tactical Vehicles
5) Command and Control Vehicles
6) Specialized Firearms and Ammunition Under .50 Cal (excluded firearms and ammunition for service-issued weapons)
7) Explosives and Pyrotechnics
8) Breaching apparatus

9) Riot Batons
10) Riot Helmets
11) Riot Shields

F. LEAs that request items in Paragraph E above must provide all required information outlined in the Law Enforcement Equipment Working Group Report and all information on the LESO request form. Among other specific requirements identified in these documents, LEAs will be required to certify and submit:

1) A detailed written justification with a clear and persuasive explanation of the need for the property and the law enforcement purposes it will serve;

2) Evidence of approval or concurrence by the LEA's civilian governing body (city council, mayor, etc.);

3) The LEA's policies and protocols on deployment of this type of property;

4) Certifications on required training for use of this type of property; and

5) Information on whether the LEA has applied, or has pending an application, for this type of property from another Federal agency.

G. The (*LEA name*) City of Lubbock Police Dept. must maintain and enforce regulations designed to impose adequate security measures for controlled property to mitigate the risk of loss or theft.

H. Under no circumstances will controlled property be sold or otherwise transferred to non-U.S. persons, or exported. All transfers must be approved by the State and DLA Disposition Services LESO.

I. Cannibalization requests for controlled property must be submitted in writing to the State, with final approval by the LESO. The LESO will consider cannibalization requests on a case-by-case basis.

J. The LESO conditionally transfers all excess DOD property to States / LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the LESO in perpetuity and will not be relinquished to the LEAs. When the LEA no longer has legitimate law enforcement uses for controlled property, the LEA must notify the State, who will then notify the LESO, and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the LESO Program at any time.

K. Property with a DEMIL Code of "A" is also conditionally transferred to the LEA. However, after one year from the Ship Date, the LESO will relinquish ownership and title to the LEA. Prior to this date, the State and LEA remains responsible for the accountability and physical control of the item(s) and the LESO retains the right to recall the property. Title will not be relinquished to any property with DEMIL Code of "A" that is controlled property identified in Paragraph III E.

1) Property with DEMIL Code of "A" will automatically be placed in an archived status on the LEAs property book upon meeting the one year mark.

2) Once archived, the property is no longer subject to annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

3) Ownership and title of DEMIL "A" items that have been archived will pass automatically from the LESO to the LEA when they are archived at the one year mark (from Ship Date) without issuance of any further documentation.

4) LEAs receive title and ownership of DEMIL "A" items as governmental entities. Title and ownership of DEMIL "A" property does not pass from DOD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State and local law that govern public property. Sales or gifting of DEMIL "A" property after the one year mark in a manner inconsistent with State or local law may constitute grounds to deny future participation in the LESO Program.

L. The LEAs are not authorized to transfer controlled property or DEMIL Code "A" property carried on their inventory without LESO notification and approval. Property will not physically move until the State and LESO approval process is complete.

IV. ENROLLMENT

A. An LEA must have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Reserve officers are not authorized to receive property.

1) The LEA shall submit an updated Application Packet to the State Coordinator's office no later than December 1 each year and/or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.

2) Once approved for participation in the program, at least one of the LEA's authorized screeners must attend a mandatory training class prior to any requests for property being approved. The class will be conducted free of charge to the LEA and will be held at location determined by the State Coordinator's office.

3) LEA transfer of responsibility – program property assigned to the LEA. A change in the Chief Law Enforcement Official (CLEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property in the LEA's possession. If the new CLEO does not wish to be responsible for existing property, they shall notify the State Coordinator's office in writing that they wish to return the equipment to the nearest Disposition Site or transfer it to a qualifying LEA. The new CLEO remains responsible for existing property until the property is officially transferred or returned.

B. The State shall:

1) Implement LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals, and the DLA MOA the State signs.

2) Receive and process applications for participation from LEAs currently enrolled and those LEAs that wish to participate in the LESO Program.

3) Receive and recommend approval or disapprove LEA applications for participation in the LESO Program. The State Coordinators have sole discretion to disapprove LEA applications on behalf of the Governor of their State. The LESO should be notified of any applications disapproved at the State Coordinator level. The State Coordinator will only forward and recommend certified LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval / disapproval authority for all LEA applications forwarded by State Coordinators.

4) Ensure LEAs enrolled in the LESO Program update the LEAs account information annually (accomplished during the FY Annual Inventory in the Federal Excess Property Management Information System [FEPMIS]).

5) Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment. This comprehensive overview must be done within thirty (30) days and include, verbatim, the information contained in Paragraph III E of this SPO.

6) Ensure that screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.

7) Ensure that at least one person per LEA maintains access to the FEPMIS. Account holders must be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals and the DLA MOA, each State and participating LEA within is required to conduct an annual inventory certification of controlled property, which includes DEMIL "A" for one (1) year from Ship Date. Annual inventories start on October 1 of each year and end December 1 of each year.

B. The State shall:

1) Receive, validate, and reconcile incoming certified inventories from the LEAs.

2) Ensure LEAs provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique

items as required. For equipment that does not contain a serial number, such as riot control or breaching equipment, a photograph will suffice.

3) Suspend the LEA as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

C. The LEA shall:

1) Complete the annual physical inventory as required.

2) Provide serial numbers and photos identified in the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique items, as required. For equipment that does not contain serial number, such as riot control or breaching equipment, a photograph will suffice.

3) Certify the accountability of all controlled property received through the LESO Program annually by conducting and certifying the physical inventory. The LEA must adhere to additional annual certification requirements as identified by the LESO.

a. The State requires each LEA to submit certified inventories for their Agency by December 1 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA two (2) months to physically inventory LESO Program property in their possession and submit their certified inventories to the State Coordinators.

(1) The LESO requires a front or side and data plate photo for Aircraft and Tactical Vehicles that are serial number controlled, received through the LESO Program.

(2) The LESO requires serial number photos for each small arm received through the LESO Program.

b. The LEAs failure to submit the certified annual inventory by December 1 may result in the agency being suspended from operations within the LESO Program. Further failure to submit the certified annual inventory may result in a LEA termination.

4) Be aware that High Profile Commodities (Aircraft, Tactical Vehicles and Small Arms) and High Awareness (controlled) property are subject to additional controls.

VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a Program Compliance Review (PCR) for each State that is enrolled in the LESO Program every two (2) years. The LESO reserves the right to require an annual PCR, or similar inspection on a more frequent basis for any State. The LESO PCRs are performed in order to ensure that State Coordinators, SPOCs and all LEAs within a State are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instructions and

Manuals, and the DLA MOA signed by the State.

1) If a State and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within the State and/or LEA.

2) If a State and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the LESO Program operations within the State and/or LEA.

B. The State shall:

1) Support the LESO PCR process by:

a. Contacting LEAs selected for the PCR review via phone and/or email to ensure they are aware of the PCR schedule and prepared for review.

b. Receiving inventory selection from the LESO. The LEA POCs shall gather the selected items in a centralized location to ensure that the LESO can efficiently inventory the items.

c. Providing additional assistance to the LESO as required, prior to and during the course of the PCR.

2) Conduct internal Program Compliance Reviews of LEAs participating in the LESO Program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. The State Coordinator must ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his / her State is completed annually. This may result in a random review of all or selected property at the LEA.

a. The internal PCR will include, at minimum:

(1) A review of each selected LEAs LESO Program files.

(2) A review of the signed State Plan of Operation (SPO).

(3) A review of the LEA application and screener's letter.

(4) A physical inventory of the LESO Program property at each selected LEA.

(5) A specific review of each selected LEAs files for the following: DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), and other pertinent documentation as

required.

b. The State and/or LEA will bear all expenses related to the repossession and/or turn-in of LESO Program property to the nearest DLA Disposition Services site.

VII. STATE PLAN OF OPERATION (SPO)

A. The State shall:

1) Identify, establish, and issue minimum criteria to be included in the SPO for the State and each participating LEA.

2) Establish a State Plan of Operation, developed in accordance with Federal and State law, and conforming (at minimum) to the provisions of the DLA Instruction and Manuals and the DLA MOA.

a. The SPO will include detailed organizational and operational authority including: staffing, budget, facilities, and equipment that the State believes is sufficient to manage the LESO Program within their State.

b. The SPO must address procedures for making determinations of LEA eligibility, allocation, and equitable distribution of material, accountability and responsibility concerning excess DOD personal property, inventory requirements, training and education, State-level internal Program Compliance Reviews (PCR), and procedures for turn-in, transfer, and disposal.

2) Enter into written agreement with each LEA, via the LESO approved State Plan of Operation, to ensure the LEA fully acknowledges the terms, conditions, and limitations applicable to property transferred pursuant to this agreement. The State Plan of Operation must be signed by the Chief Law Enforcement Official (CLEO), or assigned designee of the respective LEA, and the current State Coordinator.

3) Request that the LESO Suspend or Terminate an LEA(s) from the LESO Program when an LEA fails to comply with any term of DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.

VIII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY

A. All property Lost, Missing, Stolen, (LMS) damaged, or destroyed carried on a LEA's current inventory must be reported to the LESO.

1) Controlled property must be reported to the State and the LESO within twenty-four (24) hours. The aforementioned property may require a police and National Crime Information Center (NCIC) report submitted to the LESO, to include DEMIL "A" items that are considered controlled items in Paragraph III E.

2) Property with a DEMIL Code of "A" must be reported to the State and the LESO within seven (7) days.

3) All reports are subject to review by the DLA Office of the Inspector General (OIG).

B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

IX. AIRCRAFT AND SMALL ARMS

A. All aircraft are considered controlled property, regardless of DEMIL Code. Aircraft may not be sold and must be returned to the LESO at the end of their useful life. This State Plan of Operation ensures that all LEAs and all subsequent users are aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.

B. LEAs no longer requiring small arms issued through the LESO Program must request authorization to transfer or turn-in small arms. Transfers and turn-ins must be forwarded and endorsed by the State Coordinator's office first, and then approved by the LESO. Small Arms will not physically transfer until the approval process is complete.

C. Small Arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he / she has received the appropriate small arm(s) with the correct, specific serial number(s). Small Arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt (ECR); this Custody Receipt obtains the signature of the officer responsible for the small arm.

X. RECORDS MANAGEMENT

The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the property's DEMIL Code. All documents concerning a property record must be retained.

1) Property records for items with DEMIL Code of "A" must be retained for two (2) calendar years from the date the property is removed from the LEA's property book before being destroyed.

2) Property records for controlled property must be retained for five (5) calendar years from the date the property is removed from the LEA's property book before being destroyed.

3) Environmental Property records must be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material / Hazardous Waste).

4) LESO Program files must be segregated from all other records.

5) All property records must be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

XI. LESO PROGRAM ANNUAL TRAINING

A. 10 USC § 380 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each state. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.

B. The State shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.

C. The State shall ensure at least one representative (i.e. the State Coordinator or SPOC) attend the annual training that the LESO conducts.

XII. PROPERTY ALLOCATION

A. The State Shall:

1) Provide the LEA with a website that will afford timely and accurate guidance, information, and links for all LEAs who work, or have an interest in, the LESO Program.

2) Upon receipt of a valid State / LEA request for property through the DLA Disposition Services RTD website, a preference will be given to those applications indicating that the transferred property will be used in the counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEAs inventory and justification for property.

3) The State and the LESO reserve the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated to an LEA. Quantity exceptions may be granted on a case-by-case basis by the LESO. Currently, the following quantity limits apply:

    a. Small Arms: one (1) type for each qualified officer, full-time / part-time;
    b. HMMWVs: one (1) vehicle for every three (3) officers;
    c. MRAPs: one (1) vehicle per LEA.

4) The State and the LESO reserve final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DOD property.

B. The LEA shall:

1) Ensure an appropriate justification is submitted when requesting excess DOD property via the LESO Program and will ensure LESO Program property will be used for the law enforcement activity and for law enforcement purposes only within his / her State and agency.

2) When requesting property, provide a justification to the State and the LESO on how the requests for property will be used in counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, the LEA should be fair and equitable when making requisitions based on current LEA inventory and the justification for property. Generally, no more than one of any item per officer will be allocated.

3) Ensure screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.

4) Obtain access to FEPMIS to ensure the property book is properly maintained, to include but not limited to transfers, turn-ins, and disposal requests and to generate these requests at the LEA level and forward all approvals to the State for action.

5) Ensure at least one person per LEA maintains access to FEPMIS. FEPMIS account holders must be employees of the LEA.

XIII. PROGRAM SUSPENSION & TERMINATION

A. The State and LEA are required to abide by the terms and conditions of the DLA MOA in order to maintain active status.

B. The State shall:

1) Suspend LEAs for a minimum of sixty (60) days in all situations relating to the suspected or actual abuse of LESO Program property or requirements and/or repeated failure to meet the terms and conditions of the DLA MOA. Suspension may lead to TERMINATION.

2) The State and/or the LESO have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.

3) In coordination with the LESO, issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.

4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property, to include the LEAs Corrective Action Plan (CAP).

5) Suspend or terminate an LEA from the LESO Program if an LEA fails to comply with any term of the DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.

   a. In the event of an LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an authorized State or LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services location.

   b. In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all LESO Program property in their possession.

C. The LEA shall:

1) Notify the State Coordinator's office and initiate an investigation into any questionable activity or actions involving LESO property issued to the LEA that comes to the attention of the CLEO, and is otherwise within the authority of the Governor / State to investigate. LEAs must understand that the State Coordinators, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time, and for any reason.

2) Understand that the State may suspend LEA(s) and/or LEA POC(s) from within their State, based upon their findings during internal Program Compliance Reviews and/or spot checks at the State level.

3) Initiate corrective action to rectify suspensions and/or terminations placed upon the LEA for failure to meet the terms and conditions of the LESO Program.

4) Be required to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property. The LEA must submit all documentation to the State and the LESO upon receipt.

5) Provide documentation to the State and the LESO when actionable items are rectified for the State and/or LEA(s).

6) The LEAs Chief Law Enforcement Official must request reinstatement as required, via the State Coordinator or SPOC(s), to full participation status at the conclusion of a suspension period.

XIV. COSTS & FEES

1) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program is the sole responsibility of the LEA. In the event an agency is dissolved or disbanded and no civilian governing body exists, the costs associated with the transportation and turn-in of all property in the possession of the

dissolved or disbanded LEA then becomes responsibility of the State.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement shall be provided by E-mail, the United States Postal Service, express service, or facsimile to the State Coordinators office or cognizant DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.

2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.

3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DOD.

XVII. INDEMNIFICATION CLAUSE

The LEA is required to maintain adequate insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO program. Self-insurance by the LEA is considered acceptable. The U.S. Government and the Texas Department of Public Safety assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO program. It is recognized that State and local law generally limit or preclude State Coordinators / LEAs from agreeing to open-ended indemnity provisions. However, to the extent permitted by State and local laws, the LEA shall indemnify and hold the U.S. Government and the Texas Department of Public Safety harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate

bodies, in any manner caused by or contributed to by the LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

XVIII. TERMINATION

A. This SPO may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned State Coordinator and CLEO hereby agree to comply with all provisions set forth herein and acknowledge that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XIX. IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

Gregory W. Stevens, Chief of Police
Type / Print Chief Law Enforcement Official Name

Chief Law Enforcement Official Signature — 9/25/17 Date (MM/DD/YYYY)

Daniel M. Pope, Mayor
Type/Print Civilian Governing Body Authorized Official

CGB Authorized Official Signature — Date (MM/DD/YYYY)

Type / Print State Coordinator Name

State Coordinator Signature — Date (MM/DD/YYYY)

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO FORM:

Jeff Hartsell, Deputy City Attorney

Regular City Council Meeting **6. 28.**

Meeting Date: 10/12/2017

Information

Agenda Item

Resolution - Economic Development: Consider a resolution to approve a program or expenditure of Market Lubbock, Inc. to be provided to Nicky Boatwright, PC, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

Item Summary

Nicky Boatright, local defense attorney with fifteen years of focused experience, is renovating the façade and parking lot of her property at 1005 Broadway, located within the Downtown TIF. The scope of work will include brick and mortar repair, painting and repairing the front facade, restriping the parking lot, and replacing damaged curb stops, totaling $5,005 in expenses. The details of the project were presented to the Downtown Grant Committee on September 20, 2017, to consider a Downtown Facade Grant for Nicky Boatright,PC, totaling $2,503 at 1005 Broadway. They approved the grant on September 20, 2017.

Fiscal Impact

The amount of the requested grant is $2,503.

Staff/Board Recommending

John Osborne, Market Lubbock, Inc.
Jorge Quirino, Market Lubbock, Inc.

Attachments

Resolution - Market Lubbock, Inc. - Boatwright
Downtown Lubbock Grant - MLI - Boatwright

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Nicky Boatwright, PC, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

ccdocs/RES. Market Lubbock Expenditure – Nicky Boatwright, PC – Downtown Grant Program
September 28, 2017

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



1005 Broadway

(Boatright Law Office)

TOTAL SCOPE OF WORK = $5,005

FAÇADE GRANT = $2,503

9.27.17

Downtown Grant Program
Presented to MLI Board
September 27, 2017

Project 1005 Broadway

Nicky Boatright, local defense attorney with fifteen years of focused experience, is renovating the façade and parking lot of her property at 1005 Broadway, located within the Downtown TIF. The scope of work will include brick and mortar repair, painting and repairing the front façade and restriping the parking lot and replacing damaged curb stops totaling $5,005 in expenses.

The Downtown Grant Committee was presented the project details on September 20, 2017 to consider a Downtown Façade Grant for Nicky Boatright, PC totaling $2,503 at 1005 Broadway and approved the grant on September 20, 2017.

Project Profile - Downtown

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino
Special Projects
Market Lubbock, Inc.
1500 Broadway, Sixth Floor
Lubbock, TX 79401

Phone: 806.723.8241

Email: jorge.quirino@lubbockeda.org

*Applications must be received by MLI prior to pulling a City permit or starting construction
*Scope of work must first be approved by the City of Lubbock (more detail on page 3)

GENERAL INFORMATION ABOUT THE COMPANY

Company Name	Nicky Boatwright, PC
Street Address	1005 Broadway
City, State, Zip	Lubbock, Texas 79401
Company Website	www.lubbockdwidefense.com

GENERAL INFORMATION ABOUT THE COMPANY CONTACT

Name	Nicky Boatwright	or	Kathy Boatwright
Title	Owner		Office Manager
Phone Number	806.747.8002		same
Email	nickyboatwright@mylubbocklawyer.com		kathyboatwright@mylubbocklawyer.com

Date	08/09/17

COMPANY BACKGROUND

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes

Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No

Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

INFORMATION ABOUT THE PROJECT

Project Property Address: 1005 Broadway and adjacent parking lot

LCAD R#'s (MLI Use): R110554

Grant Type (Check One): Permittable ☐ Façade ☑

Detailed Project Summary and Description of Work:

Paint exterior of building, repair brick and mortar, re-stripe parking lot and replace parking bumpers

Project Name (MLI Use):

Project's NAICS Code (North American Industry Classification System):

NAICS Description:

City Permit Total Amount (if applicable):

Summary of Itemized Expenses:	Projected	MLI Approved Reimbursement (MLI USE)
Parking Lot Striping	$1,130	$565
Front of Building Painting/Repair and Lot Repair	$3,200	$1,600
Mortar/Brick Repair	$675	$338
TOTAL	$5,005	$2,503

Scope of work must be approved by the City of Lubbock

The link below includes the City documents used to determine compliance:
https://www.ci.lubbock.tx.us/departmental-websites/departments/planning/area-redevelopment

- 1999 Design Standards for Central Business District
- Central Business District – CB-2
- Central Business District – CB-3
- Central Business District – CB-4
- Central Business District – CB-5
- Central Business District – CB-6
- Downtown Public Improvements Design Standards

MLI USE

Required with Application:

Grant Agreement (Signed by Applicant)	☐
Detailed & Itemized Construction Bid Proposal(s)	☑
Before Picture (prior to construction beginning)	☑
Architectural Renderings (if applicable)	☐

Required after completion of construction:

Certificate of Occupancy or Similar City Document (Permit)	☐
City Written Verification of Guideline Compliance (Non-Permit)	☐
Proof of Payment:	
Paid Invoices	☐
Canceled Checks, Bank or Credit Card Statement	☐
After Picture (once construction is complete)	☐

Front of Building and Vent Box / Poles - Side Parking Lot ($3,200)

Proposal

Page # ____ of ____ pages

J & S Painting
243 Cowboy Lane
Lubbock, TX 79404
806-632-3905

PROPOSAL SUBMITTED TO:
ADDRESS:
JOB NAME: Nikki Boatwright
JOB LOCATION: 1005 Broadway
DATE: 9/7/17
DATE OF PLANS:
PHONE #: 806 747-8002
FAX #:
ARCHITECT:

We hereby submit specifications and estimates for:

painting all wood covers on front of building including trim, doors and awning
- 4 shutters - windows
- Iron gate around planter box and over the front doors
- 18 poles in parking lot
- Boxes in parking lot - Replace 1 vent
- 1 Back door

Labor 2500.00
tax 206.25
Material ~~See~~ 493.75

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:

$ 3200.00 Dollars

with payments to be made as follows: ____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted: ____

Note — this proposal may be withdrawn by us if not accepted within ____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature: ____

Date of Acceptance: ____ Signature: ____

Paint all wood covers on front of building, including trim, doors and awning and shutters. Repair iron gate around planter box and on doors. Paint 18 poles in parking lot and paint and repair two vent boxes in parking lot.


1005 BROADWAY


1005 BROADWAY





MORTAR/BRICK REPAIR ($675)

See what others say about us
bbb.org/reviews
Read & Submit a Review
BBB

Proposal

PROPOSAL NO. 1
SHEET NO. 1
DATE 9-11-17

PROPOSAL SUBMITTED TO:
NAME
ADDRESS Katie Boatwright
C- 438-3199
PHONE NO

WORK TO BE PERFORMED AT
ADDRESS 1005 Broadway
Lubbock, TX
DATE OF PLANS
ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Front of Bldg. (N. side) repair brick planter, incl. replace $450
4/5 damaged brick + point up holes & cracks (inc. 1 in Bldg. front).
Back of Bldg. (SW corner) - repair damaged brick corner $225

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

_____ Dollars ($ 675) with payments to be made as follows

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Respectfully submitted David Roy (241-4010)
Per Brick Dr. of Lubbock

Note — This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date _____ Signature _____

Replace damaged bricks.



PARKING LOT ($1,130)

Custom Stripe
PARKING LOT STRIPING & SEALCOATING
Free Estimate
Owner Operated
10 Years Experience
Call Us Today
(806)-577-7292

Term: Invoice
848760
Date: 9-13-17

To:
Nicky Boatwright
1005 Broadway
Lubbock, TX

Payable To:
Custom Stripe
806 NCR 1600
Lubbock, TX 79416

Work Description	Units	Price
Striping Lines in Facility		
Clean lines with power sweeper and blower for proper adhesion		
Spray 1 coat of Sherwin Williams commercial marking marking		
paint to all lines fire lanes and handicaps		
Lines	16	$100.00
New Curb Stops	16	$800.00
Stencils	16	$80.00
Labor 3 employees	3	$150.00
Total:		$1,130.00

Owner: Aric Yesel
Phone: 1(806)577-7292
Email: Customstripetexas@gmail.com
Website: CustomStripeTexas.com

Re-stripe entire parking lot, replace 18 damaged curb stops and paint LAW FIRM ONLY.

BEFORE:





AFTER:





RE 17-52

RESOLUTION APPROVING NICKY BOATRIGHT – BOATRIGHT LAW OFFICE 1005 BROADWAY

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, September 27, 2017, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Nicky Boatright, owner of Boatright Law Office at 1005 Broadway, Lubbock, Texas. The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant Nicky Boatright, owner of Boatright Law Office, located at 1005 Broadway, Lubbock, Texas $2,503 towards the cost of brick and mortar repair, painting and repairing the front façade, restriping the parking lot and replacing damaged curb stops (facade), which totals $5,005 in expenses to their facility.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance to repair the damage to their facility meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Barry Orr, and Seconded by director, Ms. Kristin Murray, it was approved,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Nicky Boatright, owner of Boatright Law Office, located at 1005 Broadway, Lubbock, Texas. This Economic Development Grant and Contact will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and negotiate Performance Agreement.

John Osborne, President & CEO

Linda Davis, Secretary

Regular City Council Meeting **6. 29.**

Meeting Date: 10/12/2017

Information

Agenda Item

Resolution - Economic Development: Consider a resolution to approve a program or expenditure of Market Lubbock, Inc., to be provided to Lubbock Beer Garden, LLC, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

Item Summary

Mark Martinez, owner and operator of the Library Bar in the Depot District, has purchased the Cactus Courtyard and is converting the property to The Garden by renovating the facade at 1801 Buddy Holly Ave, located within the Downtown TIF. The scope of work will include stucco repair and paint and custom signs and logos totaling $7,145 in expenses. The details of the project were presented to the Downtown Grant Committee on September 20, 2017, to consider a Downtown Facade Grant for Mark Martinez, totaling $3,573, at 1801 Buddy Holly Avenue. They approved the grant on September 20, 2017.

Fiscal Impact

The amount of the requested grant is $3,573.

Staff/Board Recommending

John Osborne, Market Lubbock, Inc.
Jorge Quirino, Market Lubbock, Inc.

Attachments

Resolution - Market Lubbock, Inc. - Garden
Downtown Lubbock Grant - MLI - Garden

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Lubbock Beer Garden, LLC, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



1801 Buddy Holly Avenue

(Mark Martinez – The Garden)

TOTAL SCOPE OF WORK = $7,145

FAÇADE GRANT = $3,573

9.27.17

Downtown Grant Program
Presented to MLI Board
September 27, 2017

Project 1801 Buddy Holly Ave

Mark Martinez, owner and operator of the Library Bar in the Depot District, has purchased the Cactus Courtyard and is converting the property to The Garden by renovating the façade at 1801 Buddy Holly Ave, located within the Downtown TIF. The scope of work will include stucco repair and paint and custom signs and logos totaling $7,145 in expenses.

The Downtown Grant Committee was presented the project details on September 20, 2017 to consider a Downtown Façade Grant for Mark Martinez totaling $3,573 at 1801 Buddy Holly Ave and approved the grant on September 20, 2017.

Project Profile - Downtown

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino
Special Projects
Market Lubbock, Inc.
1500 Broadway, Sixth Floor
Lubbock, TX 79401

Phone: 806.723.8241

Email: jorge.quirino@lubbockeda.org

*Applications must be received by MLI prior to pulling a City permit or starting construction
***Scope of work must be approved by the City of Lubbock (more detail on page 3)**

Project Property Address	1801 Buddy Holly Ave

GENERAL INFORMATION ABOUT THE COMPANY

Company Name	The Garden
Street Address	1801 Buddy Holly Ave
City, State, Zip	Lubbock, TX 79401
Company Website	www.thegardenlubbock.com

GENERAL INFORMATION ABOUT THE COMPANY CONTACT

Name	Mark Martinez
Title	Owner
Phone Number	806-494-2459
Email	mark@librarybars.com

Date	05/18/17

COMPANY BACKGROUND

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes

Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No

Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

INFORMATION ABOUT THE PROJECT

Project Name (MLI Use) 1801 Buddy Holly Ave

LCAD R#'s (MLI Use)

Grant Type (Check One): Permittable ☐ Façade ☑

Detailed Project Summary and Description of Work:

Patch up stucco on front, side and back of building. Primer off old logos that were painted on. Repaint entire building. New sign and new custom quotes for the building.

Project's NAICS Code (North American Industry Classification System) 722

NAICS Description Food Service and Drinking Places

City Permit Total Amount (if applicable) $200

Summary of Itemized Expenses:	Projected	MLI Approved Reimbursement (MLI USE)
Paint and Stucco Repair	$4,900	$2,450
Custom Signs and Logos	$2,245	$1,123
TOTAL	$7,145	$3,573

Final bids will be used to calculate the project cost and grant amount.

Scope of work must be approved by the City of Lubbock

The link below includes the City documents used to determine compliance:
https://www.ci.lubbock.tx.us/departmental-websites/departments/planning/area-redevelopment

- 1999 Design Standards for Central Business District
- Central Business District – CB-2
- Central Business District – CB-3
- Central Business District – CB-4
- Central Business District – CB-5
- Central Business District – CB-6
- Downtown Public Improvements Design Standards

The property owner or leasee is responsible for communicating directly with the City of Lubbock to determine if any aspects of the scope of work require permits as well as determining if public improvements will be required.

MLI USE

Required during grant review process:

City Written Verification of Permit & Public Improvement Needs	☐
Detailed & Itemized Construction Bid Proposal(s) or Schedule of Values w/Architectural Plans	☑
Before Picture (prior to construction beginning)	☑
Architectural Renderings (if applicable)	☐
Architectural Plans (if applicable)	☐

Required after completion of construction:

Certificate of Occupancy or Similar City Document (Permit)	☐
City Written Verification of Guideline Compliance (Non-Permit)	☐
Proof of Payment:	
Paid Invoices	☐
Canceled Checks, Bank or Credit Card Statement	☐
After Picture (once construction is complete)	☐

PAINT AND STUCCO REPAIR ($4,900)

David Walker 3711 A. 53rd Lubbock Tx. 79413

PREPARED BY: David Walker Painting DATE: 8-7-17

PROJECT TITLE: 1801 Buddy Holley Lubbock Tx.

Materials

40 gallons Sherwin Williams
Sherlastic Elastomeric paint
10 gallons concrete primer
24 tubes caulking
8' sheet metal

total materials $1,600.00

Labor

Repair cracked stucco,
caulk + prime repairs.
Repair roof flashing
Paint exterior walls
2 coats elastomeric paint

total labor $3300.00

Total $4,900.00

Pd.

Thank you!

Before:



After:



SIGNAGE ($2,245)

Delta Signs and Designs
9301 Hwy 87 A
Lubbock, TX 79423
Ph: (806) 771-3010
FAX: (806) -
Email: dustin@deltasigndesign.com
Web: www.deltasigndesign.com

PAID IN FULL PAID IN FULL PAID

Invoice #: 11607

Order Created: 6/29/2017 1:23:04PM
Sale Date: 7/7/2017 10:21:31AM
Payment Due: 7/7/2017

Sale Date: 7/7/2017 10:21:31AM

Billed To:	Walk-In	Shipped To: Local Pickup	Created Date: 6/29/2017 1:23:04PM
Contact:	Walk-In Contact,		Salesperson: House Account
Address:			Email: N/A
			Phone: N/A
			Fax: N/A
Email:	N/A		
Phone:			
Fax:			

Description: The Garden

		Quantity	Unit Price	Subtotal
1	Product: Cut Vinyl Signs (on Flat Stock) Description: CASH BAR • 7- 16 in (H) x 12 in (W) Single Sided sign(s) made from Acrylic 1/8" (.118) White 48 x 96 stock material • Vinyl Colors are	7.00	$36.25	$253.76
2	Product: Cut Vinyl Signs (on Flat Stock) Description: home quote • 1- 0 in (H) x 0 in (W) Single Sided sign(s) made from Not Assigned stock material • Vinyl Colors are	1.00	$507.00	$507.00
3	Product: Cut Vinyl Signs (on Flat Stock) Description: CASH BAR • 15- 8 in (H) x 6 in (W) Single Sided sign(s) made from Acrylic 1/8" (.118) White 48 x 96 stock material • Vinyl Colors are	15.00	$23.43	$351.52
4	Product: Installation of Non-Electric Signs Description: Installations - Non-Electric Signs	1.00	$450.00	$450.00
5	Product: Cut Vinyl Signs (on Flat Stock) Description: dog rules • 1- 0 in (H) x 0 in (W) Single Sided sign(s) made from Not Assigned stock material • Vinyl Colors are	1.00	$390.00	$390.00
6	Product: Cut Vinyl Signs (on Flat Stock) Description: god loves us • 1- 0 in (H) x 0 in (W) Single Sided sign(s) made from Not Assigned stock material • Vinyl Colors are	1.00	$156.00	$156.00

Delta Signs and Designs
9301 Hwy 87 A
Lubbock, TX 79423
Ph: (806) 771-3010
FAX: (806) -
Email: dustin@deltasigndesign.com
Web: www.deltasigndesign.com

Invoice #: 11607

Order Created: 6/29/2017 1:23:04PM
Sale Date: 7/7/2017 10:21:31AM
Payment Due: 7/7/2017

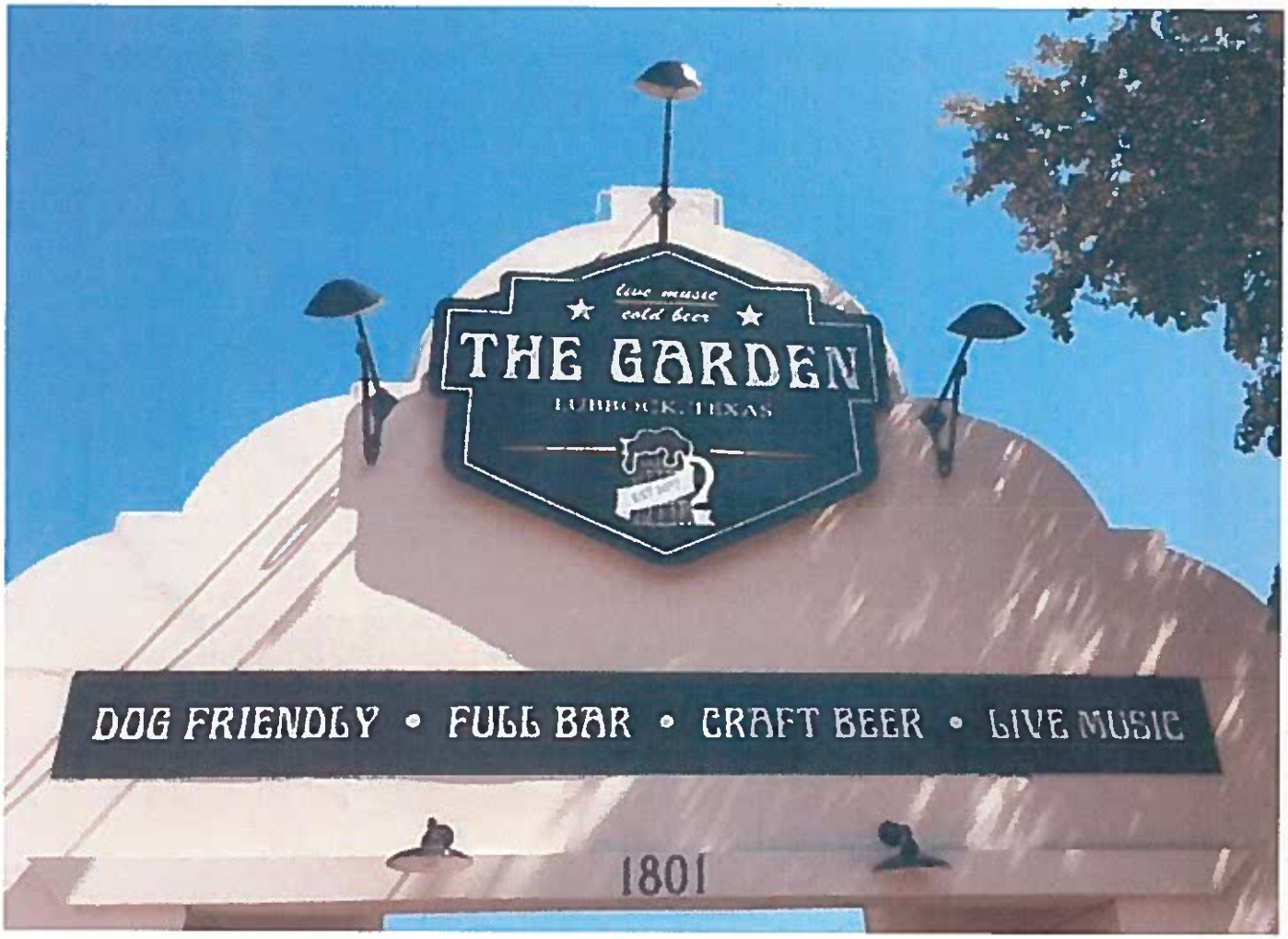
Payments for Order

Date	Method	Tracking Number	Amount
7/07/2017	Mastercard		2,245.09

Order Subtotal:	$2,108.28
Total Taxes:	$136.81
Total:	$2,245.09
Total Payments:	$2,245.09
Order Balance:	$0.00

Payment Terms: Balance due upon receipt.

Print Date: 7/7/2017


live music
cold beer
THE GARDEN
LUBBOCK, TEXAS
DOG FRIENDLY • FULL BAR • CRAFT BEER • LIVE MUSIC
1801


CASH BAR
BEER ★ WINE ★ SHOTS

THE GARDEN
DOG RULES

1. Avoid the "Three B's" Begging, Barking & Biting
2. Your canine friend can't eat off your plate or drink from your glasses. We have special bowls just for them.
3. Dogs must be kept on leash and be within reach of their owner at all times.
4. Please make sure to have your dog go to the bathroom before bringing them into the garden.
5. Keep your dog close to you but not on surfaces such as tabletops and chairs.
6. No matter how much your dog loves bacon, please only give them dog treats not food from plates.
7. Each dog owner is responsible for the behavior and action of their pets. Dogs are not liable for the actions of their owners.
8. In the event that any dog or it's owner becomes aggressive or out of control, the owner will be asked to leave with their dog for everyone's safety.



RE 17-53

RESOLUTION APPROVING MARK MARTINEZ, OWNER OF THE GARDEN 1801 BUDDY HOLLY AVENUE

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, September 27, 2017, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Mark Martinez, owner of The Garden, located at 1801 Buddy Holly Avenue, Lubbock, Texas. The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant Mark Martinez, owner of The Garden, located at 1801 Buddy Holly Avenue, Lubbock, Texas $3,573 towards the cost of stucco repair, paint and custom signs and logos (facade), which totals $7,145 in expenses to the facility.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance to repair the damage to the facility meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Barry Orr, and Seconded by director, Ms. Kristin Murray, it was approved,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Mark Martinez, owner of The Garden, located at 1801 Buddy Holly Avenue, Lubbock, Texas. This Economic Development Grant and Contact will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and negotiate Performance Agreement.

John Osborne, President & CEO

Linda Davis, Secretary

Regular City Council Meeting **7. 1.**

Meeting Date: 10/12/2017

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance No. 2017-O0124, for Zone Case 698-A, a request of Restoration Empowerment Center, for a zoning change from R-3 (Multi-Family) and T (Transition) to A-2 (High-Density Apartment) Specific Use, for a homeless shelter on Lot 31-A and Lot 32 and a 17-foot x 174-foot alley, Puckett Suburban Homes Addition, 1601 Vanda Avenue.

Item Summary

On September 28, 2017, the City Council approved the first reading of the ordinance.

General comments:
The request is for a zone change from R-3 and T to A-2 Specific Use for a homeless shelter for women and children.

Adjacent land uses:
North: Vacant land and a commercial building (across Idalou Road), zoned R-1 and C-4 (Commercial District)
South: Vacant land, zoned R-2 (Two-family District)
East: Two single-family residences, zoned R-2
West: Vacant land, zoned C-3 (General Retail District)

Comprehensive Land Use Plan (CLUP):
The request is a minor change to the CLUP as this area is designated for low-density residential. However, the existing building was formerly used as a nursing home and live-in treatment facility for Lubbock Regional MHMR.

Zoning Policy:
The request is consistent with zoning policies, as the A-2 zoning district is considered a buffer district that could be located adjacent to residentially zoned areas. Additionally, there is quite a bit of vacant property in the area, so this change in use should not have a large impact on the surrounding properties.

Effect on the adjacent street and thoroughfare system:
There should be little to no effect on traffic in the area.

Recommendations:
On September 7, 2017, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following conditions:
1. That the use be limited to a shelter for the homeless.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - 698-A

Map - Zone Case 698-A

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 698-A;** A ZONING CHANGE FROM **R-3 AND T** TO **A-2 SPECIFIC USE** FOR **A HOMELESS SHELTER** ON **31-A AND 32 AND 17' X 174' ALLEY, PUCKETT SUBURBAN HOMES ADDITION,** LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 698-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-3 and T** to **A-2 Specific Use** for **a homeless shelter** on **31-A and 32 and 17' x 174' alley, Puckett Suburban Homes Addition,** City of Lubbock, Lubbock County, Texas, located at **1601 Vanda Avenue,** subject to conditions.

SUBJECT TO THE FOLLOWING CONDITIONS:

1. THAT the use be limited to a shelter for the homeless.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-3 and T** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **1601 Vanda Avenue**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

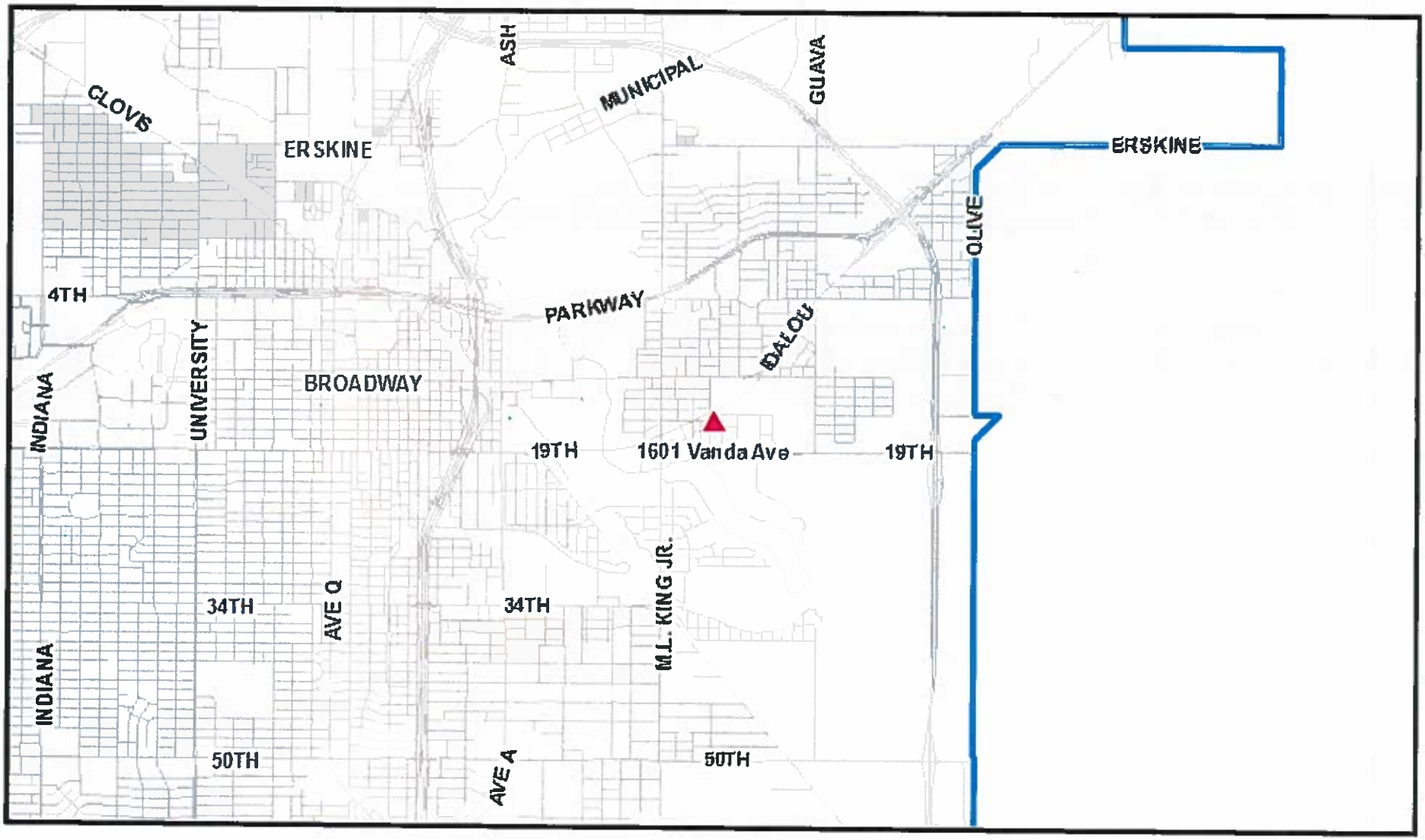
FOR

Andrew Paxton, Director of Planning

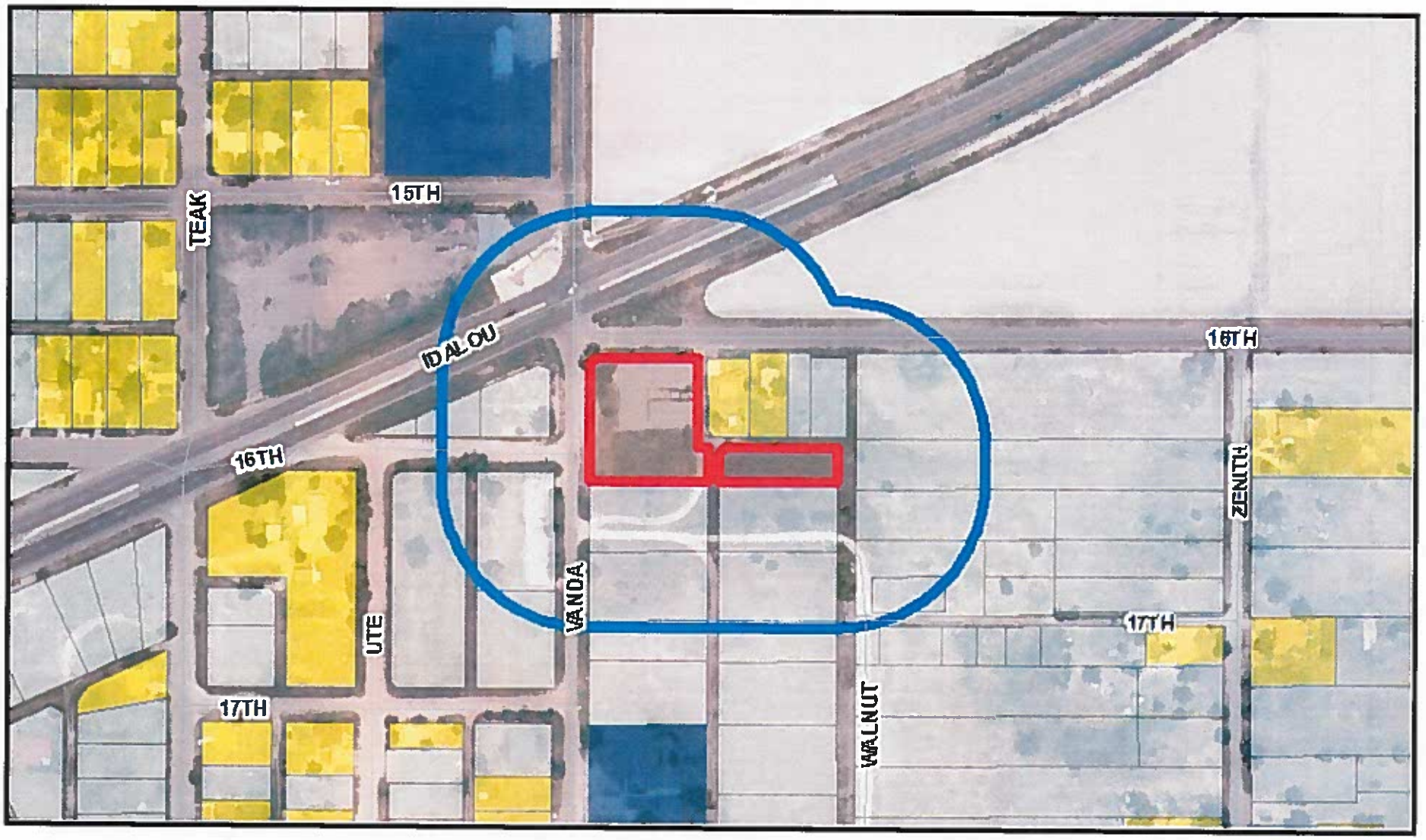
APPROVED AS TO FORM:

Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC698-A
September 7, 2017

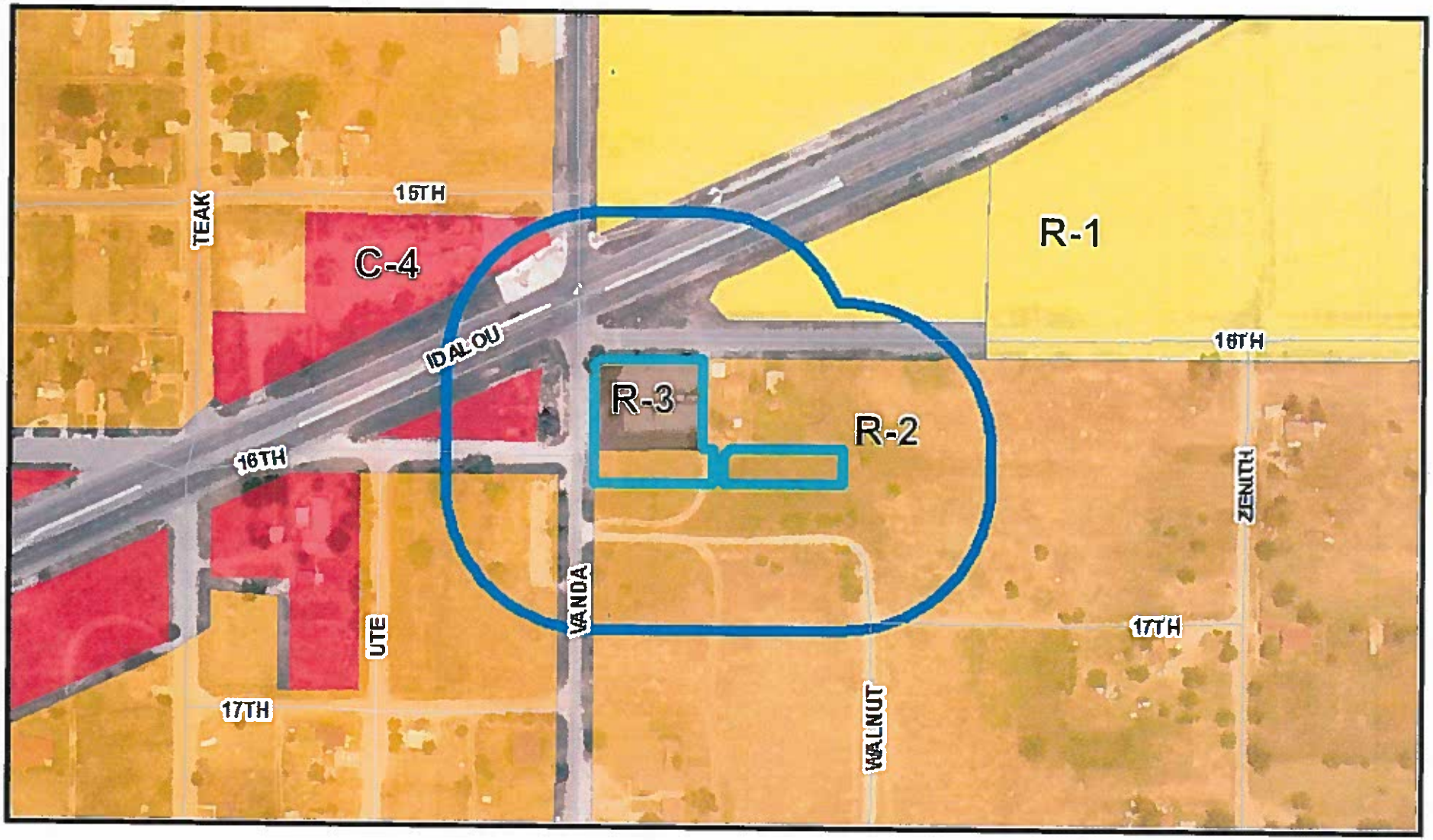


P.Z.C. Case 698-A



P.Z.C. Case 698-A

Request of Restoration Empowerment Center for a zoning change from R-3 and T to A-2 Specific Use, 1601 Vanda Avenue



P.Z.C. Case 698-A Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) RESTORATION Empowerment Ctr **For** _____

1409 130th STREET
Street/Post Office Box

LUBBOCK, TX 79423
City State Zip

(806) 535-3082
Telephone

_____
Street/Post Office Box

_____
City State Zip

( )
Telephone

Location or Address: 1601 VANDA

Legal Description:* LOT 31-A & LOT 32 17 FT IRREGULAR PUCKETT SUBURBAN Home

Existing Land Use: VACANT BUILDING **Existing Zoning:** TRANSITIONAL C-2

Acreage or Square Footage of Property: _____

Zoning Requested: A-2 SPECIFIC USE

Proposed Development: HOMELESS SHELTER FOR WOMEN AND CHILDREN

If property is not subdivided, will preliminary plat be submitted? Yes _____ No _____

Applicant's Signature _____ Date _____

Filing Fee: _____
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only

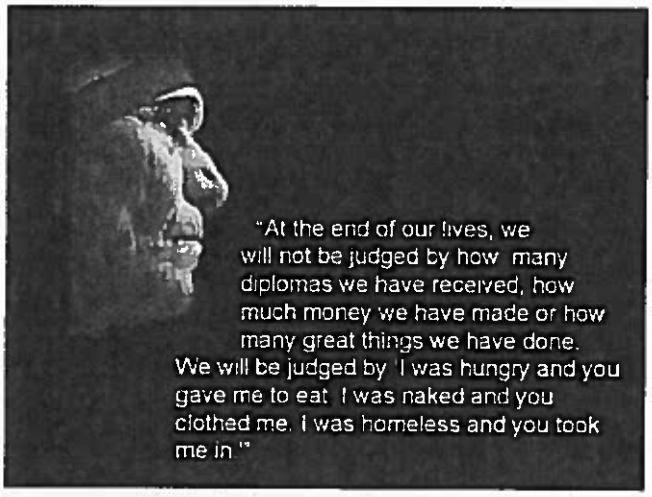
PIN: 48161 map 15

Zone Case No.: 698-A **Agenda No.:** _____

Request for zoning change from: R-3/T **To:** A-2 SP. USE

on Lot(s): 31-A and 32 and 17' x 174' Alley **Block(s):** —

Subdivision: Puckett Suburban Homes **Address:** 1601 Vanda Ave



RESTORATION EMPOWERMENT CENTER

We have become dangerously close to accepting the homeless population as a problem that doesn't have solutions. The homeless problems must be addressed because it goes beyond homelessness.

Who are we as human beings, if we ignore the sufferings of others? We must all work together to end Homelessness in Texas.

Do not pass by a man in need, for you may be the hand of God to him. –Proverbs 3:27-

1409 130th Street
Lubbock, Texas 79423
(806)535-3082
www.RestorationEmpowermentCenter.org

Homelessness in America

According to the National Alliance to End Homelessness, on a single night in January 2015, **564,708 people were experiencing homelessness** — meaning they were sleeping outside or in an emergency shelter or transitional housing program.

- In total, 33 states and the District of Columbia (D.C.) reported decreases in overall homelessness, while 16 states reported increases. The states with decreases in homelessness were concentrated in the South and Midwest.
- Despite a national decrease in unsheltered homelessness, only 18 states reported decreases in the number of people living in unsheltered locations, including the street, cars, and abandoned buildings. The national decrease in unsheltered homelessness was driven in large part by decreases in unsheltered homelessness in Florida, **Texas**, and Georgia.

Our Community

The women and children of Lubbock, Texas are not faceless, nor hopeless. They aren't dreamless, or skill-less, or friendless.

Many factors may drive a woman and her children to the streets, whether domestic violence, lack of affordable housing, job loss and unemployment, lack of social support network, mental illness, physical disability, or substance abuse.

Our Mission Statement

Restoration Empowerment Center Mission exists to meet the spiritual and practical needs of the homeless through the demonstration of the unconditional love of Jesus Christ. It is the mission of R.E.C. to support and strengthen the community by providing a safe shelter, food and supportive services to women and children who are homeless, or at risk. R.E.C. is an advocate for collaborative, locally driven solutions to end homelessness in Lubbock, Texas, and be an avenue to self-sufficiency for homeless women and children in our community. It is the aspiration and expectations of R.E.C. to bring hope, expectancy and restoration to open doors for these women and children to raise themselves out of darkness of homelessness.

Our Vision

At R.E.C., we know **housing** first is key to an individual's healing, transformation, restoration and successful transition out of homelessness and on the path to success. Restoration Empowerment Center's vision is to restore hope to the homeless and hurting of Lubbock, Texas. We provide shelter and nourishing meals to women and children. But we don't believe that's enough.

Restoration Empowerment Center has a state-of-the-art shelter for women and children that provides comprehensive recovery programs to help them rebuild stable, healthy, productive lives.

We believe Jesus calls us to open our arms wide as the need grows. We will continue to expand our services and develop innovative programs as the complexities of homelessness change.

Our Purpose

The purpose Restoration Empowerment Center is to proclaim and demonstrate the life-changing Gospel of Jesus Christ, meeting the spiritual, physical, and emotional needs of women and children who are homeless and in need of hope. We believe that all people deserve the basic necessities of life, and the community in which we live is called to serve this purpose.

Core Values

Our Beliefs

Restoration Empowerment Center ascribes to a non-denominational, evangelical Christian confession of faith.

Our Guest

1. We value people as eternal beings created in God's image with inherent dignity and worth.
2. We believe that every person, no matter how adverse the circumstances, is redeemable by God and can live a life of meaning and purpose.
3. We teach individuals to accept responsibility for their actions and encourage them to become people of integrity, responsibility and commitment.

Our Leadership Team

1. Our leadership will have a missionary calling, expressing cultural and Christian diversity, serving God and man as a team, and maintaining the highest level of personal integrity and commitment.

2. We are committed to helping each individual reach and attain their God-given potential.

Our Staff

1. We demand of ourselves high standards of competence and performance and accept the need to be accountable through appropriate structures for achieving these standards.

2. We seek to provide quality opportunities and experiences to our employees, providing them with opportunities for personal, spiritual and professional growth.

Our Volunteers

Provide opportunities for the local church and community to use their gifts and resources to serve the needy under the direction and at the discretion of Mission leadership.

Our Facilities

Provide clean, well-maintained, secure facilities that honor God as an example to our guests and community.

Our Finances

1. We will raise and spend our finances with the utmost of integrity, accountability and openness.

2. We value economy, good stewardship and living within our means.

BUSINESS OVERVIEW

Organizational Name

Restoration Empowerment Center

Legal Form of Business

Restoration Empowerment Center is to be a 501(c) 3 not–for–profit organization.

What follows here is a plan for Restoration Empowerment Center to grow into a financially comfortable and socially valuable organization. The first building block for any not–for–profit organization is to satisfy the demand for a public need.

Market Analysis

A national study conducted by the Bureau of Justice Statistics for shelters has identified two distinct market segments of guests based on age; those who are under 30 and those who are 30 and over. The distinction is important because of the high percentage of clientele with children, and those in the younger market segment having far younger children. The under 30 age group is growing annually at 9%, and the 30 and over age group growing at 8%. The two groups respectively have 165,454 and 158,745 potential guests. The overwhelming majority of guests come from lower socio-economic population groups. These segments can be difficult to communicate with, yet their use of Housing's services would give them some profound benefits. The good news is if the people are willing to accept help from facilities, they are far more likely to be able to get out of the dire circumstances that they currently face. These service providers are only housing shelters, they do not offer the in-depth self-empowerment programs.

Business Strategy

The goal of Restoration Empowerment Center is to provide individuals with the necessary resources and support they need to gain self–sufficient living in an atmosphere of dignity, integrity and respect. The Restoration Empowerment Center serves adult (18+) women and women with children up to age 10, who are homeless.

Believing all adults have the necessary resources to achieve independent living, we call our guests into high accountability for their actions or in–actions. Adults benefit from this philosophy, as does the entire community.

With the increased awareness of the value that community plays in helping to reshape the lives of those in need, we are working to form partnerships and strong relational ties with individuals and community organizations throughout Lubbock County and the surrounding community. We realize that those who need us most belong to the community, and as such, it is the community joining together that is best able to meet their needs. We are hopeful that through the ongoing involvement and support of others, our guests will continue to receive the care and services they need to help enable them to fully participate in the community they are a part of.

We believe that the community will find value in the services that the Restoration Empowerment Center will provide and that the ongoing support of community organizations, associations and individuals is reflective of the community's means of contributing to the joint effort required to serve the needs of members of the community, and ultimately, of humanity.

Objectives

Restoration Empowerment Center's Program

R.E.C. offers a 6-12 month transitional shelter for women in the Lubbock County, Texas area. Homeless members of our community, whom we call guests while they are with us, arrive at the Restoration Empowerment Center in crisis. The loss of shelter, a most basic human need, is the presenting problem. However, many circumstances lead to becoming homeless – there is usually not just one event that pushes a person into homelessness. Thus, there is a need for the shelter to have a program that assists guests in identifying and dealing with a broad range of variables to facilitate the guest's return to self-sufficiency.

The Intake Coordinator meets with each guest within 24 hours of check in to perform an intake interview. The purpose of the interview is to assess the guest's situation and provide a plan of action for dealing with the problems that lead to the guest becoming homeless.

In weekly individual meetings, the Intake Coordinator, Social Workers and Counselors help guests identify and prioritize problems, develop a plan, and focus on specific strategies to accomplish their goals, which are expected of all guests: employment and or disability determination, budgeting, savings, and planning for permanent housing. Problem solving skills are emphasized to assist guests in dealing current issues and future challenges. Individual goals are also addressed and may include: GED/job training, transportation, locating mental health services, addressing physical health issues, obtaining ID/Social Security card/birth certificates, locating childcare, satisfying debts, or reuniting with family.

The first phase of the program is finding a job, which is required within 60 days of arrival at the shelter. Employment is key to self-sufficiency and the shelter will work through 2nd Chance Staffing, the labor department, and individual employers to assist guests in locating a job. If our guest are assessed and determined they are not able to hold gainful employment, they will be assisted with getting the necessary documents to determine their disability needs.

Once employment is secured or disability granted, guests can begin to address other personal goals over the next four weeks. The shelter will work closely with all service agencies in Lubbock County to link guests with needed resources. The final phase of the Goals program is Extended Housing. During the period of Extended Housing, the Intake Coordinator helps the guest consolidate their progress, continue to address personal goals, and locate affordable housing. Guests on Extended Housing enjoy extra privileges and have extra responsibilities. During the period of Extended Housing, the Intake Coordinator assist the guest in locating housing and with used furniture provided by the shelter, if needed.

Public assistance programs such as SNAP, child-care assistance, and health insurance are tremendously important. But accessing and maintaining coverage can be tough for someone lacking stable housing. For instance, a lack of stable mailing address makes it hard for people to receive and return required paperwork. Some programs require in-person visits to county offices, so transportation can pose a real barrier. Restoration Empowerment Center is committed to assessing these access issues and finding more effective ways to serve those experiencing or at risk of homelessness.

The above is just a list of the plans implemented into action for the Empowerment Center. They underscore what we already know: that ending homelessness is possible and within our reach. We have a solid foundation of programs and services. In the next two years, we should see even more positive progress as the Center plans moves forward.

R.E.C. emphasizes security in three areas: housing, mentoring, and employment.

Housing

The building can comfortably shelter up to 50 people. The standard length of stay is a flexible from 6 to 12 months. Thus, R.E.C. can optimistically serve 100 people each year, and a minimum number is 50 people.

All living necessities are provided for the guest. In house services include: three meals a day, toiletries, clothing, laundry and basic living expenses as needed.

Long term housing is explored with staff, social workers, and community organizations to identify available options for either private living or publicly supported housing programs. R.E.C. is a fast track to secure these services and realize "housing first".

Mentoring

Mentoring is the promotion of a person's spiritual, physical, mental, and emotional health. The basic goal here is to help get a person readjusted and situated within their community. Each person is guided by a social worker to identify personal needs and satisfy personal healing and growth.

This mentoring process will be complete by the time a person completes R.E.C. Program. We will continue to provide community entry points for former guests and be a foundation of support as each person reconstructs a social network and builds core support relationships.

Employment

Employment is the establishment of any sustainable income allowing a person to live a frugal life. For some this may include working a job, and for others it may include receiving a disability check. R.E.C. will work with the Texas Workforce Commission and 2nd Chance Staffing to seek employment and cultivate employable skills, so that its guests can become productive members of society.

Exit Strategy

Restoration Empowerment Center will apply for Government grants, Community donations and other private foundations. Each of these grants will require that R.E.C. provide shelter and services for women and children. The current administrative assistant who has both experience and a background in accounting can handle such facts and details.



I often wondered what someone could do, to really help the homelessness problems in our society. I decided, that I am someone and there is something that I must do. If we truly want to end homelessness, then we must support and invest in prevention to assist the communities as they work to implement these life-changing efforts. -Janet A. Railey-

Regular City Council Meeting **7. 2.**

Meeting Date: 10/12/2017

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance No. 2017-O0125, for Zone Case 1542-U, a request of Pep Boys, for Just Brakes, for a zoning change from C-4 (Commercial) Specific Use, to C-4 Limited to an automobile brake shop, automobile transmission shop, and automobile sales and service and all unconditionally permitted C-3 (General Retail) uses on Lots 1-A-1, 1-A-2, and 2-A, Block 1, Furr Wolf Addition, 4417 South Loop 289.

Item Summary

On September 28, 2017, the City Council approved the first reading of the ordinance.

General comments:
The existing zoning on this building is C-4 Specific use for an automobile brake shop. The building is located on a larger property that is zoned C-2 and C-3. The request is to remove the condition limiting the building to a single use (automobile brake shop) to allow Pep Boys to utilize this facility for their many automotive services, including but not limited to: general automotive repairs as well as the sale and installation of tires.

Adjacent land uses:
North: Texas Tech Physicians of Lubbock and Texas Tech Southwest Medical Center (across South Loop 289), zoned C-2
South: Professional offices and The Wyndham apartments, zoned C-2 and A-1 (Family Apartment)
East: Doc's Liquor, zoned C-3
West: Multi-tenant commercial retail building and Spears Furniture, zoned C-2

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP as the plan was previously amended by the former case and the base zoning of C-4 is not changing. The applicant is simply requesting to change the uses allowed from the C-4 district for an automotive repair facility.

Zoning Policy:
The request is consistent with zoning policies, again, as the base zoning of C-4 is not changing. Rather than this property being limited to the one use of brake repair, the request is to allow additional automotive services.

Effect on the adjacent street and thoroughfare system:
There should be little to no effect on traffic in the area.

Recommendations:
On September 7, 2017, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following condition:
1.That the uses be limited to automobile brake shop, automobile transmission shop, automobile sales and service, and all unconditionally permitted C-3 uses.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - 1542-U

Map - Zone Case 1542-U

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 1542-U; A ZONING CHANGE FROM C-4 SPECIFIC USE TO C-4 LIMITED TO AN AUTOMOBILE BRAKE SHOP, AN AUTOMOBILE TRANSMISSION SHOP, AUTOMOBILE SALES AND SERVICES, AND ALL UNCONDITIONALLY PERMITTED C-3 USES, ON LOTS 1-A-1, 1-A-2, AND 2-A, BLOCK 1, FURR WOLF ADDITION, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; **NOW THEREFORE:**

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

ZONE CASE NO. 1542-U

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-4 Specific Use to C-4 limited to an automobile brake shop, an automobile transmission shop, automobile sales and services, and all unconditionally permitted C-3 uses, on Lots 1-A-1, 1-A-2, and 2-A, Block 1, Furr Wolf Addition,** City of Lubbock, Lubbock County, Texas, located at **4417 South Loop 289.**

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

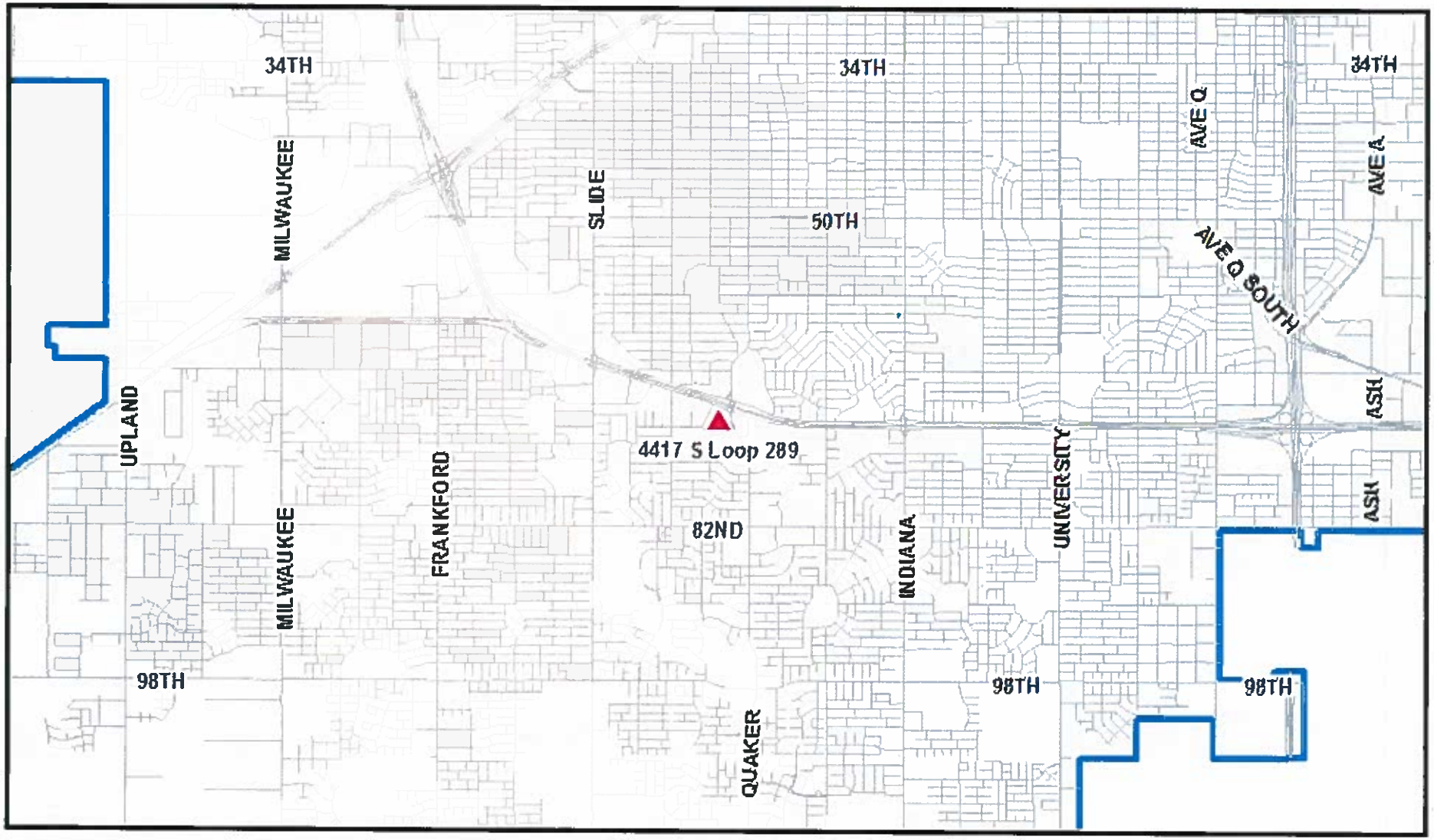
APPROVED AS TO CONTENT:

FOR
Andrew Paxton, Director of Planning

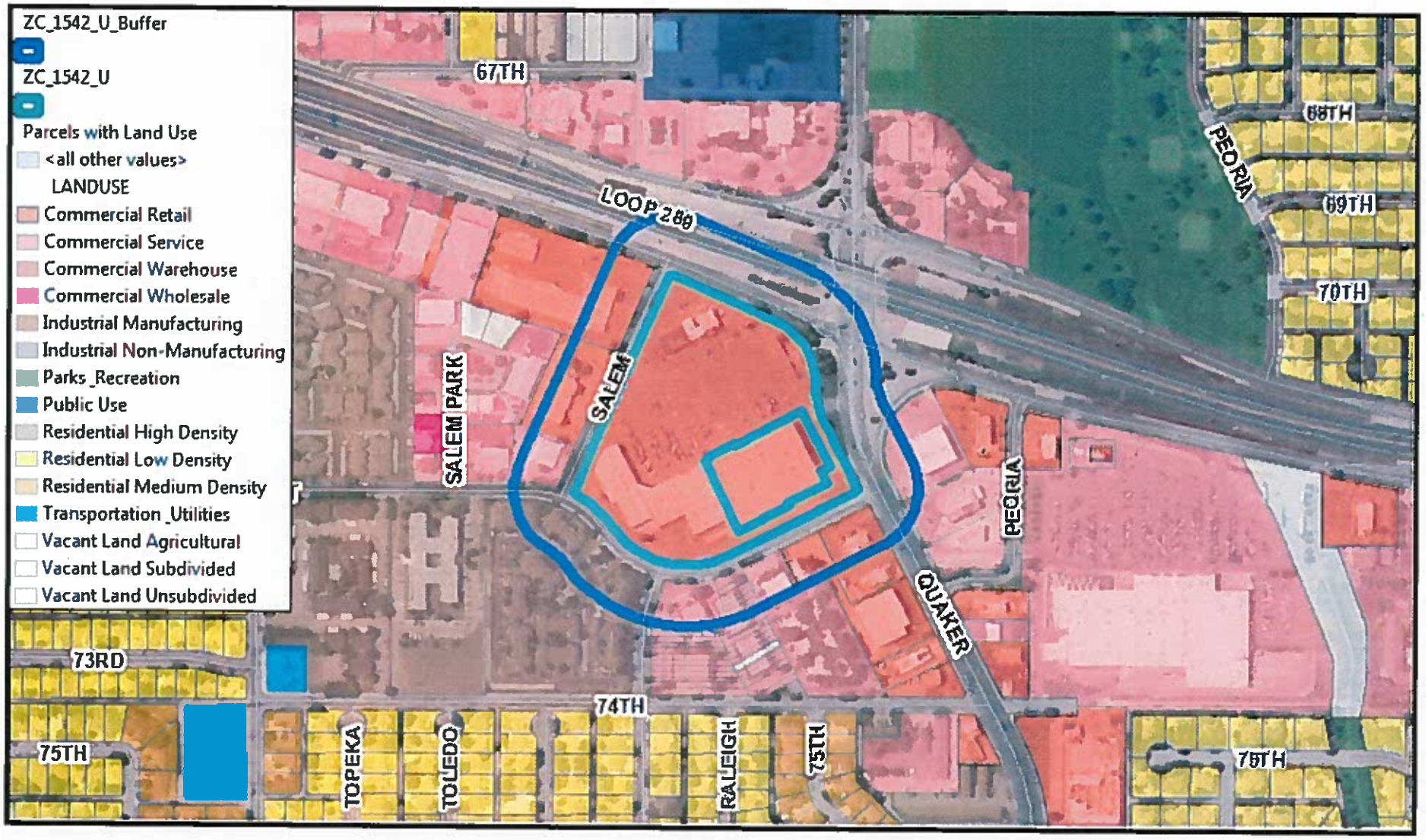
APPROVED AS TO FORM:

Justin Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC1542-U
September 15, 2017

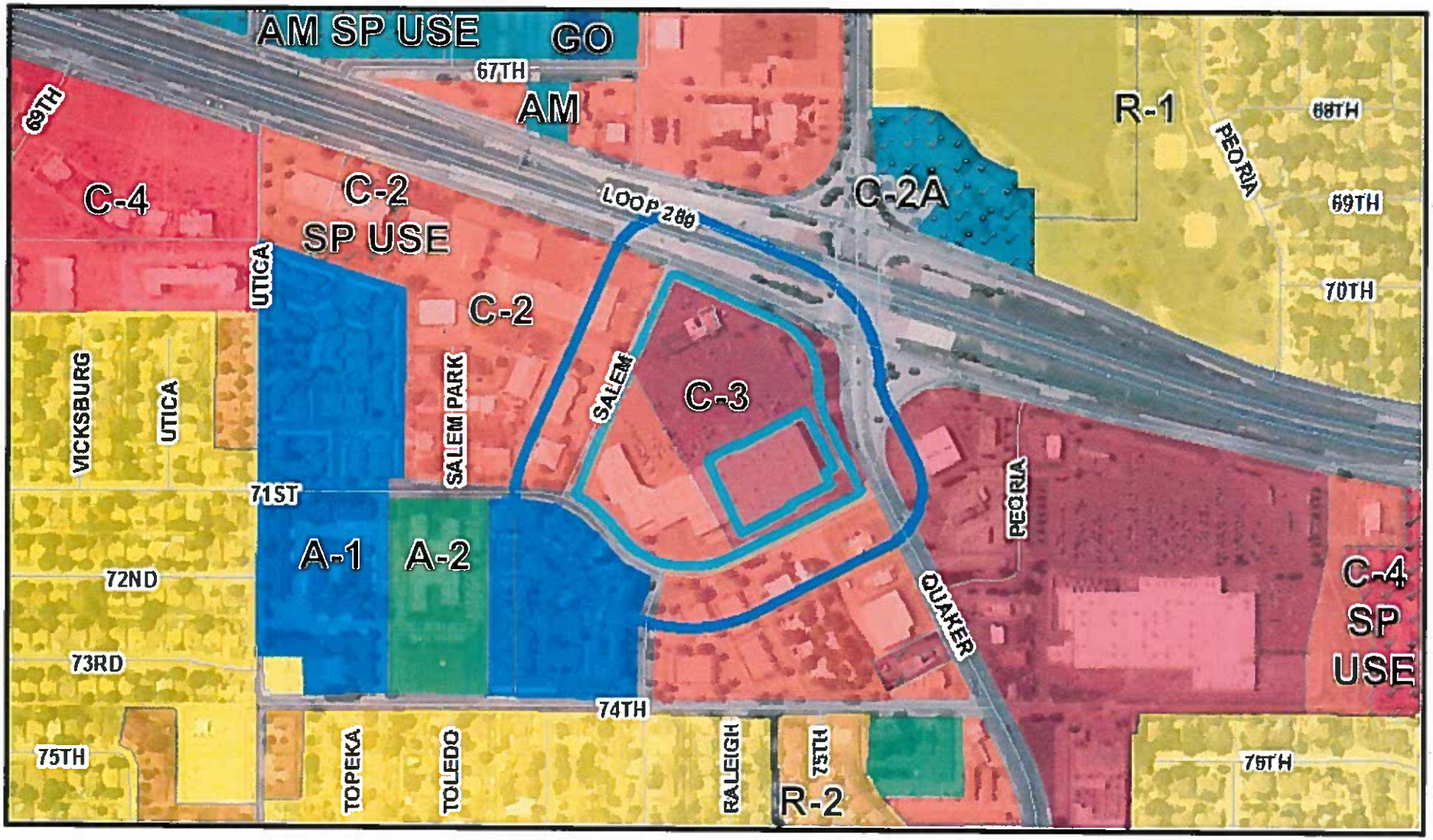


P.Z.C. Case 1542-U



P.Z.C. Case 1542-U

Request of Pep Boys (for Just Brakes) to amend the conditions of Ordinance No. 9414, 4417 South Loop 289



P.Z.C. Case 1542-U Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Pep Boys
3111 West Alleghewy Ave
Street/Post Office Box
Philadelphia PA 19132
City State Zip
(215) 430-9388
Telephone

For Just Brakes
4417 South Loop 289
Street/Post Office Box
Lubbock Tx 79424
City State Zip
(806) 577-4966
Telephone

Location or Address: 4417 South Loop 289 Lubbock, Tx 79424

Legal Description:* Just Brakes

Existing Land Use: Shopping Center **Existing Zoning:** C-4

Acreage or Square Footage of Property: 6,563 square feet

Zoning Requested: General Auto Repair and Sales + installation of tires

Proposed Development:

If property is not subdivided, will preliminary plat be submitted? Yes ____ No X

Joseph J Walsh
Applicant's Signature

7/27/17
Date

Filing Fee:
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

For City Use Only

PIN: 19778 map 20

Zone Case No.: 1542-U **Agenda No.:**

Request for zoning change from: C-4 SP use **To:** ammend conditions of ordinance No. 9414

on Lot(s): 1-A-1 1-A-2, 2-A **Block(s):** 1

Subdivision: Furr Wolf **Address:** 4417 S Loop 289

VG KC

BTS
Real Estate Site Solutions
PO BOX 224773 Dallas, TX 75222
214-941-2222
info@btssite.com

August 1, 2017

City of Lubbock Planning Department
Ms. Kristen Sager, MPA
Planner
P. O. Box 200
Lubbock, TX 79408-2000

Re: Pep Boys # 1786- Zoning Change – 4417 South Loop 289, Lubbock, TX 79424

Dear Ms. Sager,

My name is Marty Brown. Pep Boy's corporate address is 108 Town Park Dr., Kennesaw, GA 75287. I have been contracted by Burnham Nationwide, Inc. that has been called in to represent Pep Boy's located at 4417 South Loop 289.

I am requesting a change in zoning due to a slight change in use. Pep Boy's purchased the company, Just Brakes and the property is currently zoned for brake work only. The new zoning that I am requesting today will allow Pep Boy's to offer general auto repairs, as well as and the sale and Installation of tires.

Respectfully,

Marty Brown

Marty Brown

Disappears With Heat

Regular City Council Meeting **7. 3.**

Meeting Date: 10/12/2017

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance No. 2017-O0126, for Zone Case 2565-D, a request of Vincent Gerard & Associates, Inc., for Verizon Wireless, for a zoning change from A-2 High-Density Apartment) to A-2 Specific Use for a 110-foot telecommunications tower on 0.2296 acres of unplatted land out of Block E, Section 5, 1102 70th Street.

Item Summary

On September 28, 2017, the City Council approved the first reading of the ordinance.

General comments: The request is for a zone change from A-2 to A-2 Specific Use for a 110-foot telecommunications tower. In November 2014, the applicant applied for A-2 Specific Use for the same tower but failed to install the tower within 30 months of the zone change. After 30 months (May 2017), the specific use was removed and it reverted back to the prior zoning classification. The location has changed on the property from the previous case, however this does not change staff's recommendation for approval.

Adjacent land uses:
North: Vacant land, zoned A-2
South: Emanuel Worship Center, zoned A-2 and Scottish Rite Learning Center, zoned IHC (Interstate Highway Commercial)
East: Red Roof Inn, zoned IHC
West: Lowrey Field, zoned R-1 (Single Family Residential)

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP, as this property is designated as commercial and A-2 zoning has been implemented.

Zoning Policy:
The request is consistent with zoning policies due to the base zoning of A-2 not changing. The request is simply to add the Specific Use to allow a telecommunications tower.

Effect on the adjacent street and thoroughfare system:
There should be little to no effect on the thoroughfare system with the approval of this request.

Recommendations:
On September 7, 2017, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following conditions:

1. That the monopole construction be tied to the site plan and elevation.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - 2565-D

Map - Zone Case 2565-D

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2565-D;** A ZONING CHANGE FROM **A-2** TO **A-2 SPECIFIC USE** FOR **A 110' TELECOMMUNICATIONS TOWER**, ON **0.2296 ACRES OF UNPLATTED LAND OUT OF BLOCK E, SECTION 5,** LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 2565-D

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **A-2** to **A-2 Specific Use** for **a 110' telecommunications tower** on **0.2296 acres of unplatted land out of Block E, Section 5,** City of Lubbock, Lubbock County, Texas, located at **1102 70th Street,** subject to conditions, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the monopole construction be tied to the site plan and elevation.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **A-2** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **1102 70th Street**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

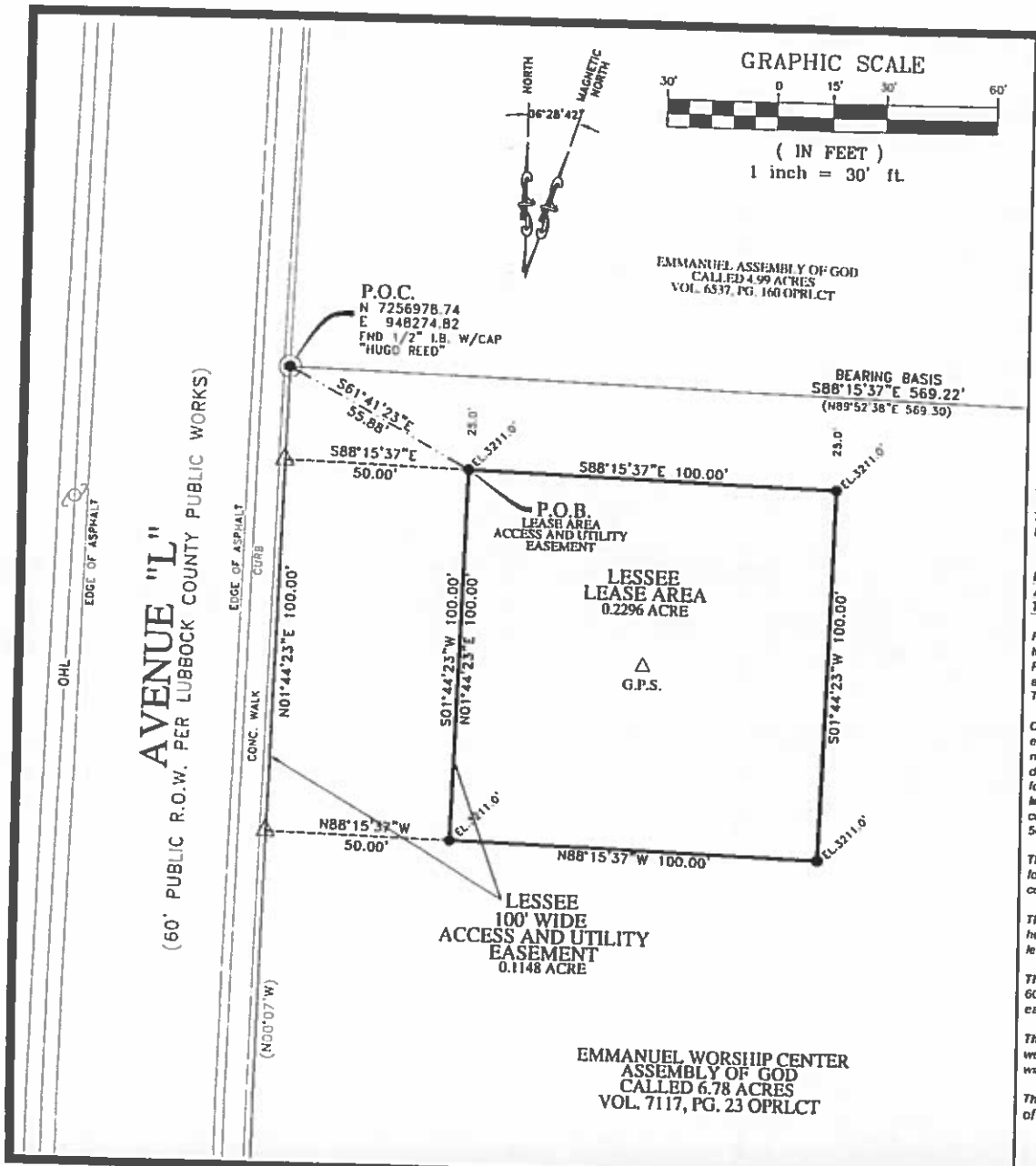
FOR

Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC2565-D
September 7, 2017



Lessee
Lease Area
TXLU I27

Field notes for a 0 2296 of an acre lease area out of a called 6 78 acre tract of land in deed to Emmanuel Worship Center Assembly of God recorded in Volume 7117, Page 23 Official Public Records Lubbock County, Texas (OPRLCT), situated in Section 5, Block E, Lubbock County, Texas, and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates North Central Zone (NAD 83).

Commencing: at a found ½" iron bar (N 7256978.74, E 948274 82) with cap (Hugo Reed) lying on the east right-of-way line of Avenue "L" (60' Public ROW per Lubbock County Public Works) marking the northwest corner of said 6 78 acre tract and the southeast corner of a called 4 99 acre tract of land in deed to the Emmanuel Assembly of God recorded in Volume 6537, Page 160 OPRLCT, from which a found ½" iron bar (N 7256961 46, E 948843 78) with cap (Hugo Reed) lying on the west right-of-way line of Avenue "J" (60' ROW) marking the northeast corner of said 6 78 acre tract and the southeast corner of said 4 99 acre tract bears S 88° 15' 37" E (Bearing Basis). 569 22 feet (called N 89° 52' 38" E, 569 30 feet);

Thence: S 61° 41' 23" E, 55 88 feet, into said 6 78 acre tract, to a set ½" iron bar with cap (Solis-Kanak) for the northwest corner and the Place of Beginning of the herein described lease area,

Thence: S 88° 15' 37" E, 100 00 feet, along the north line of said lease area, to a set ½" iron bar with cap (Solis-Kanak) for the northeast corner of the herein described lease area,

Thence: S 01° 44' 23" W, 100 00 feet, along the east line of the herein described lease area, to a set ½" iron bar with cap (Solis-Kanak) for the southeast corner of the herein described lease area;

Thence: N 88° 15' 37" W, 100 00 feet, along the south line of the herein described lease area, to a set ½" iron bar with cap "(Solis-Kanak) for the southwest corner of the herein described lease area,

Thence: N 01° 44' 23" E, 100 00 feet, along the west line of the herein described lease area, to the Place of Beginning and containing 0 2296 of an acre of lease area more or less

Lessee
Access and Utility Easement
TXLU I27

Field notes for a 100 foot wide access and utility easement out of a called 6 78 acre tract of land in deed to Emmanuel Worship Center Assembly of God recorded in Volume 7117, Page 23 Official Public Records Lubbock County, Texas (OPRLCT), situated in Section 5, Block E, Lubbock County, Texas, and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates North Central Zone (NAD 83);

Commencing: at a found ½" iron bar (N 7256978.74, E 948274 82) with cap (Hugo Reed) lying on the east right-of-way line of Avenue "L" (60' Public ROW per Lubbock County Public Works) marking the northwest corner of said 6.78 acre tract and the southeast corner of a called 4 99 acre tract of land in deed to the Emmanuel Assembly of God recorded in Volume 6537, Page 160 OPRLCT, from which a found ½" iron bar (N 7256961 46, E 948843.78) with cap (Hugo Reed) lying on the west right-of-way line of Avenue "J" (60' ROW) marking the northeast corner of said 6 78 acre tract and the southeast corner of said 4 99 acre tract bears S 88° 15' 37" E (Bearing Basis), 569 22 feet (called N 89° 52' 38" E, 569.30 feet);

Thence: S 61° 41' 23" E, 55 88 feet, into said 6 78 acre tract, to a set ½" iron bar with cap (Solis-Kanak) for the northwest corner of a 0.2296 of an acre lease area surveyed this same date and the northwest corner of the herein described easement;

Thence: S 01° 44' 23" W, 100 00 feet, along the west line of said lease area and the east line of the herein described easement, to a set ½" iron bar with cap (Solis-Kanak) for the southwest corner of said lease area and the southeast corner of the herein described easement,

Thence: N 88° 15' 37" W, 50.00 feet, along the south line of the herein described easement, to a set 60d nail with disk (Solis-Kanak) for the southwest corner of the herein described easement lying on the east line of said Avenue "L", and the west line of said 6 78 acre tract.

Thence: N 01° 44' 23" E, 100 00 feet (called N 00° 07' W), along the east line of said Avenue "L", the west line of said 6 78 acre tract and the west line of the herein described easement, to a set 60d nail with disk (Solis-Kanak) for the northwest corner of the herein described easement,

Thence: S 88° 15' 37" E, 50 00 feet, along the north line of the herein described easement, to the Place of Beginning and containing 0 1148 of an acre of access and utility easement more or less.

TXLU I27
LUBBOCK,
LUBBOCK COUNTY, TX

ArchiTexas Design, Inc. Architecture
1540 Lockhill-Selma, Suite 101
San Antonio, Texas 78213
(210)738-9908

Solis-Kanak & Associates, Inc.
Professional Surveyors
FIRM LICENSE NO. 10140200
17500 FM 306
CANYON LAKE, TX 78133
(830) 935-4011 FAX (830) 935-4012

JOB NUMBER: 17-0098
DATE: 05-05-17
REV. 1:

DRAWN BY: M.H.
REVISED BY:

SHEET NO.
2 of 2

SOLIS-KANAK & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
Firm License No. 10140200

Lessee
Lease Area
TXLU 127

Field notes for a 0.2296 of an acre lease area out of a called 6.78 acre tract of land in deed to Emmanuel Worship Center Assembly of God recorded in Volume 7117, Page 23 Official Public Records Lubbock County, Texas (OPRLCT), situated in Section 5, Block E, Lubbock County, Texas, and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates North Central Zone (NAD 83);

Commencing: *at a found ½" iron bar (N 7256978.74, E 948274.82) with cap (Hugo Reed) lying on the east right-of-way line of Avenue "L" (60' Public ROW per Lubbock County Public Works) marking the northwest corner of said 6.78 acre tract and the southeast corner of a called 4.99 acre tract of land in deed to the Emmanuel Assembly of God recorded in Volume 6537, Page 160 OPRLCT, from which a found ½" iron bar (N 7256961.46, E 948843.78) with cap (Hugo Reed) lying on the west right-of-way line of Avenue "J" (60' ROW) marking the northeast corner of said 6.78 acre tract and the southeast corner of said 4.99 acre tract bears S 88° 15' 37" E (Bearing Basis), 569.22 feet (called N 89° 52' 38" E, 569.30 feet);*

Thence: *S 61° 41' 23" E, 55.88 feet, into said 6.78 acre tract, to a set ½" iron bar with cap (Solis-Kanak) for the northwest corner and the* ***Place of Beginning*** *of the herein described lease area;*

Thence: *S 88° 15' 37" E, 100.00 feet, along the north line of said lease area, to a set ½" iron bar with cap (Solis-Kanak) for the northeast corner of the herein described lease area;*

Thence: *S 01° 44' 23" W, 100.00 feet, along the east line of the herein described lease area, to a set ½" iron bar with cap (Solis-Kanak) for the southeast corner of the herein described lease area;*

Thence: *N 88° 15' 37" W, 100.00 feet, along the south line of the herein described lease area, to a set ½" iron bar with cap "(Solis-Kanak) for the southwest corner of the herein described lease area;*

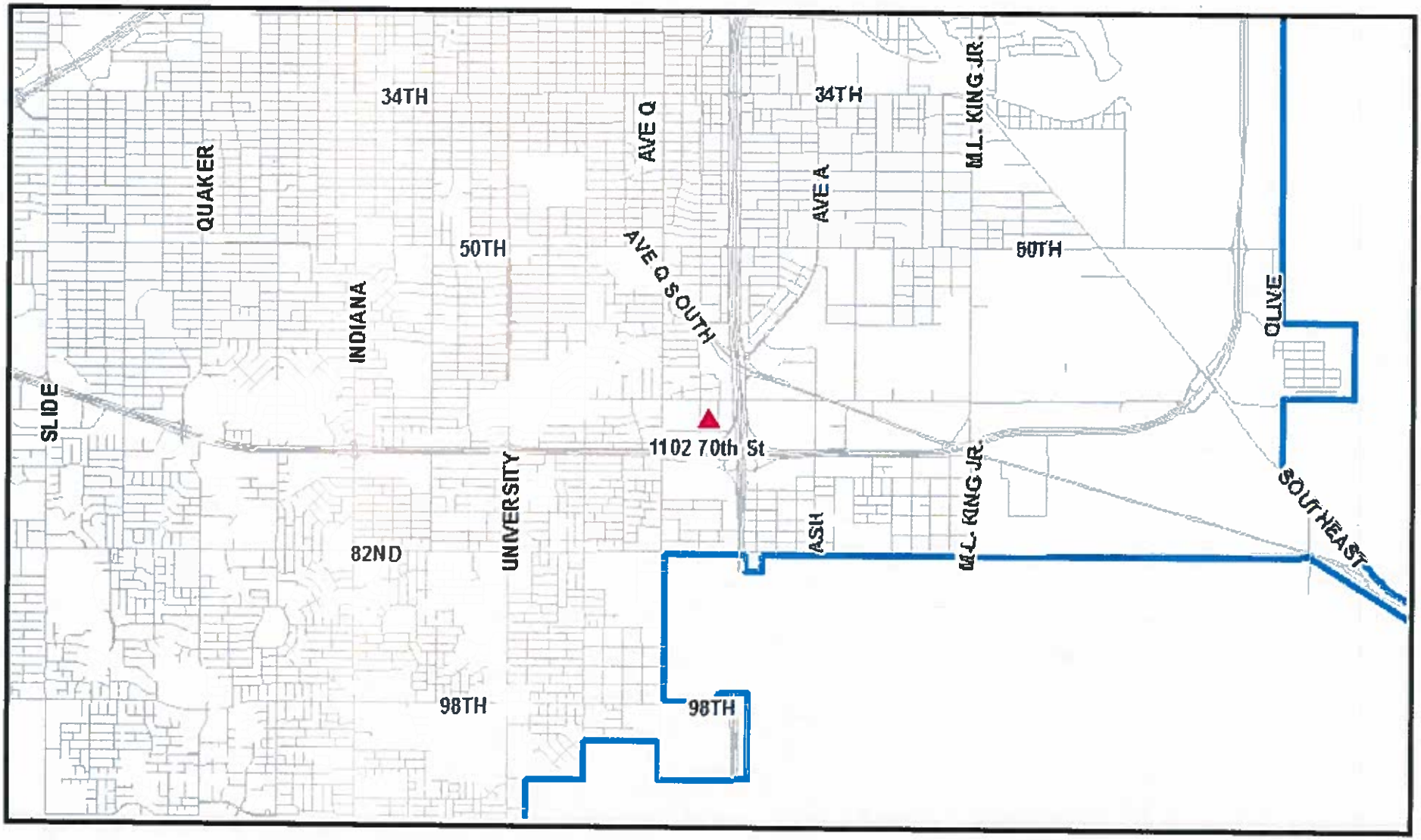
Thence: *N 01° 44' 23" E, 100.00 feet, along the west line of the herein described lease area, to the* ***Place of Beginning*** *and containing 0.2296 of an acre of lease area more or less.*

Clinton L. Kanak

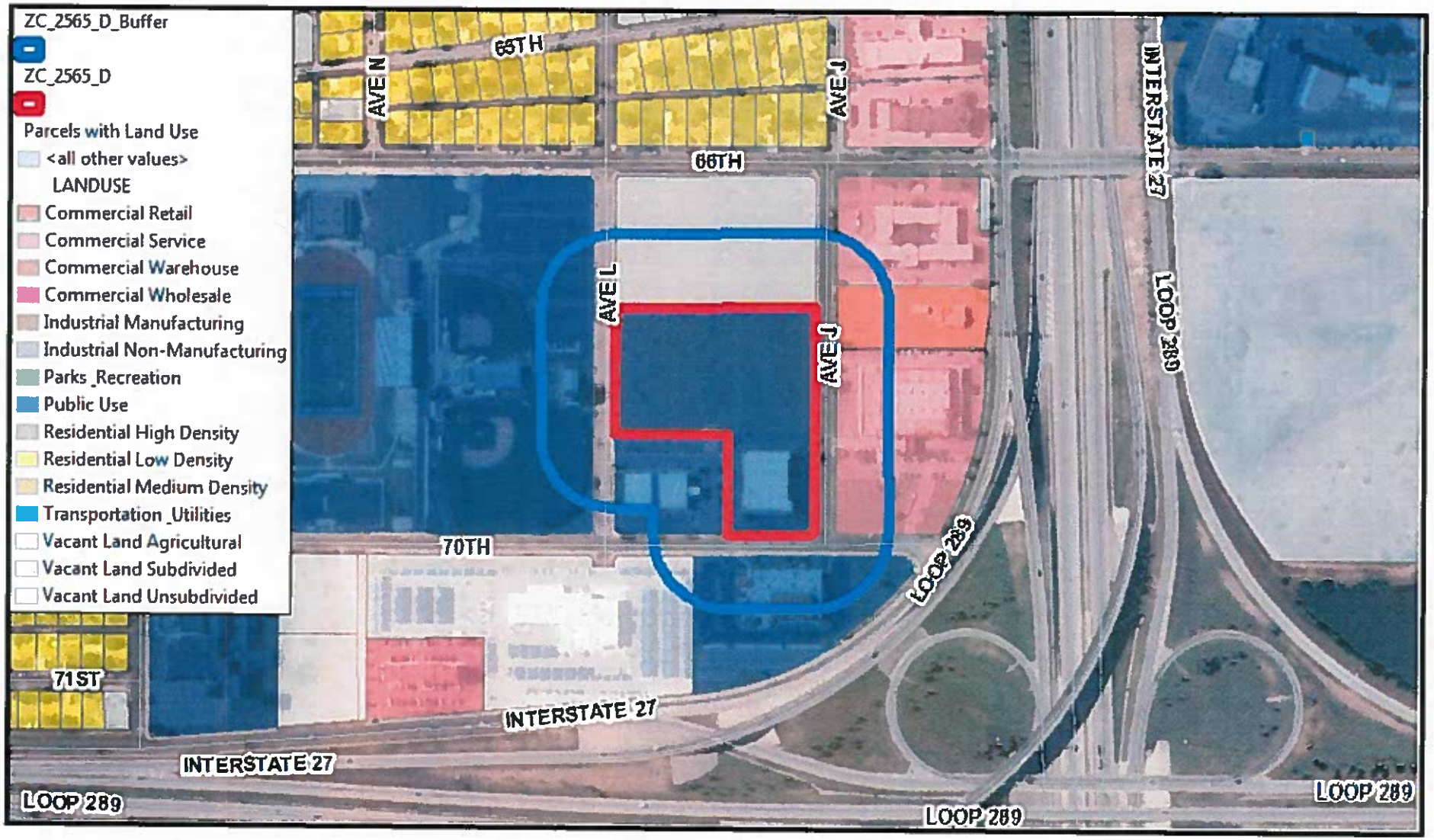
Clinton L. Kanak, R.P.L.S.
Registered Professional Land Surveyor, No. 4499
Date: May 5, 2017
G:\Jobs2017\17-0098\Lease Area.doc



17500 FM 306 ◆ P. O. Box 1773 ◆Canyon Lake, Texas 78133 ◆ (830) 935-4011 ◆ Fax (830) 935-4012

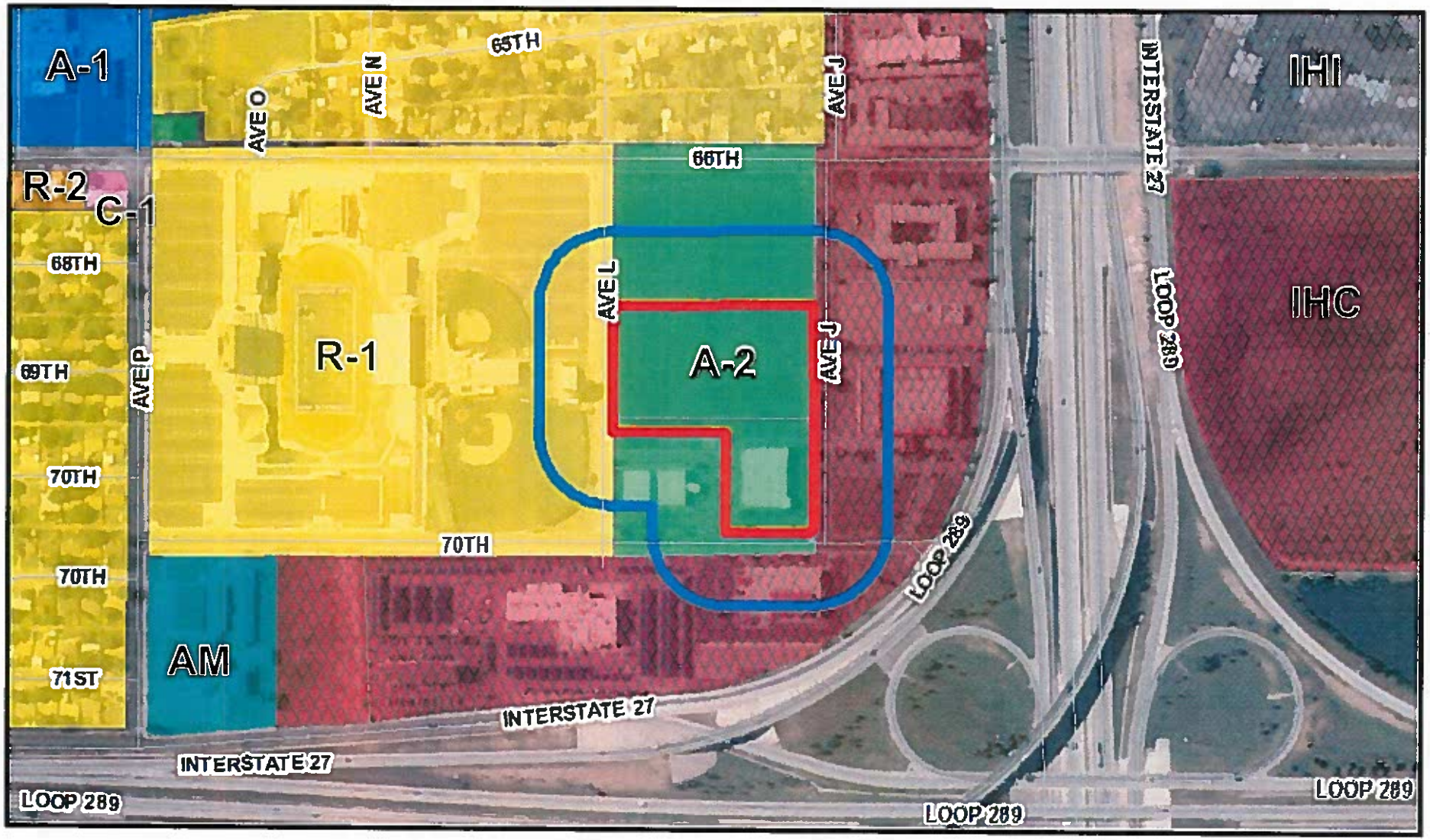


P.Z.C. Case 2565-D



P.Z.C. Case 2565-D

Request of Vincent Gerard & Associates, Inc. (for Verizon Wireless) for a zoning change from A-2 to A-2 Specific Use, 1102 70th Street



P.Z.C. Case 2565-D Zoning

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Vincent Gerard & Associates, Inc.
1715 S. Capital of Texas Hwy #207 (Street/Post Office Box)
Austin, TX 78746 (City / State / Zip)
(512) 328-2693 (Telephone)

For Verizon Wireless
6696 Tri County Parkway (Street/Post Office Box)
Schertz, TX 78154 (City / State / Zip)
(210) 339-2614 (Telephone)

Location or Address: 1102 70th Street, Lubbock, TX 79404

Legal Description:* Emanuel Worship Center Assembly of God Called 6.78 acres, Vol. 7117, Pg. 23 OPRLCT

Existing Land Use: Religious assembly **Existing Zoning:** telecommunication facility

Acreage or Square Footage of Property: 6.78 acres

Zoning Requested: Special Use Permit for a wireless telecommunication facility

Proposed Development: wireless telecommunication facility

If property is not subdivided, will preliminary plat be submitted? Yes _____ No X

Applicant's Signature

7/11/17
Date

Filing Fee: $475.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

For City Use Only

PIN: 56621, MB map 18

Zone Case No.: 2565-D **Agenda No.:** _____

Request for zoning change from: A-2 SP **To:** A-2 SP USE

on 0.2291 acres of unplatted land out of Block F, Section 5

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 1102 70th St.

KS

VINCENT GERARD & ASSOCIATES, INC.

July 11, 2017

City of Lubbock
Planning Department
1625 13th Street
Lubbock, TX 79401

RE: Special Use Permit for Proposed Verizon 100' Monopole at 1102 70th Street, Lubbock, Texas

We respectfully request your review and approval of a Special Use Permit for Verizon Wireless. This site location will be used as a permanent facility for a 100' monopole (110' with lightening rod) behind the Emmanuel Worship Center. This site is currently vacant, used as agriculture, zoned A-2 High Density Apartments, and is located over 1,000' from the nearest residential use or zone. The following information is being provided with the application and fee for this Special Use Permit.

- Application,
- Aerial Location Map,
- Survey of Site,
- Zoning site plan with aerial, surrounding land use, elevation and height of proposed facility,
- Owners authorization and agent authorization,
- RF data summary,
- Locations of closest Verizon sites, capacity problems and propagation maps of before and after coverages.

The proposed site will meet or exceed the standard wind loads of the City of Lubbock and will have security fencing in place before the site is operational. The site area is 100' x 100', located on church/institutional land, located in an area surrounded by retail, commercial and school land uses and is consistent with the Fall zones and setbacks for new wireless telecommunication monopoles. The reason for the Special Use Permit request is that the site is zoned A-2 and does not allow a wireless structure without a Special use approval.

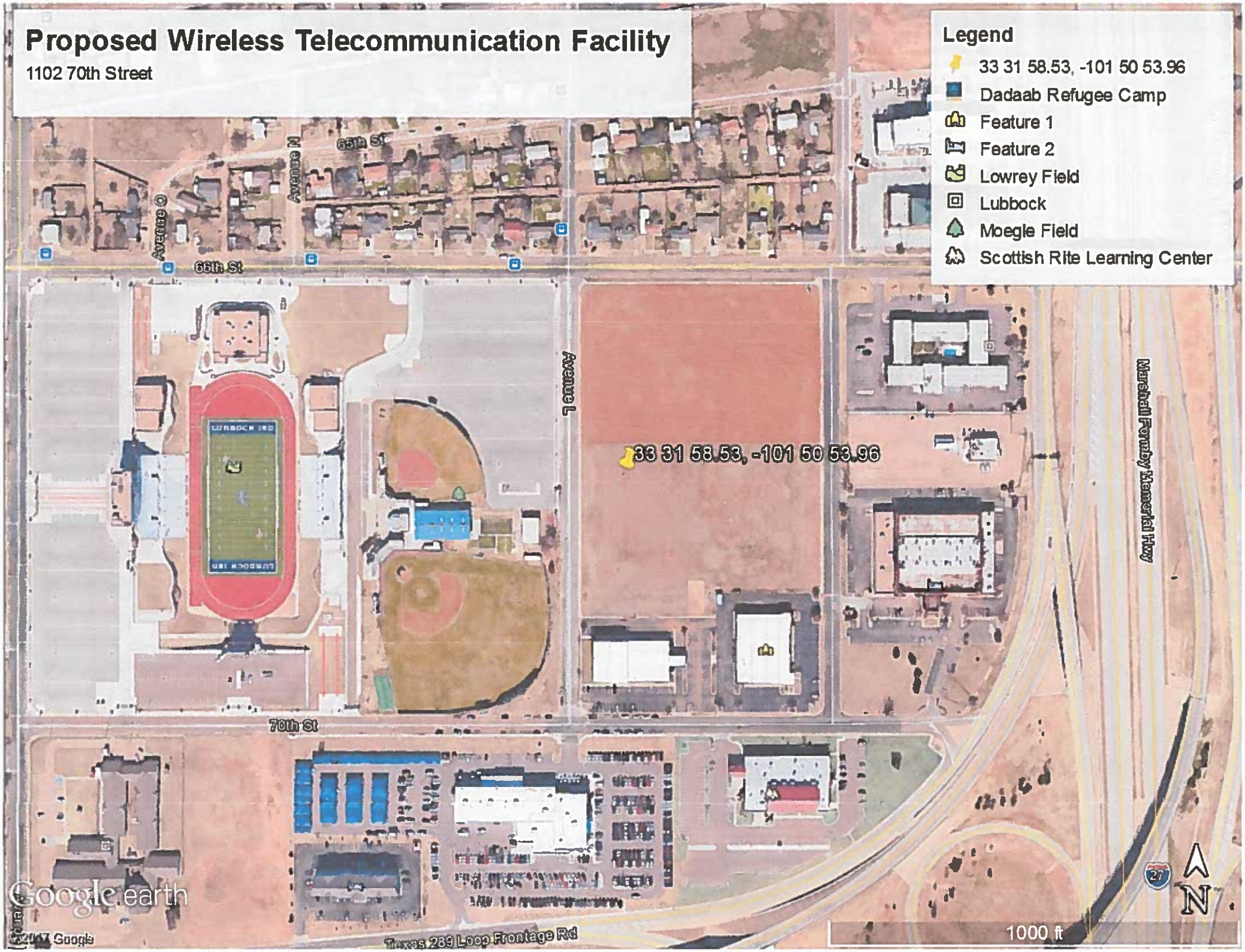
Please let us know if you have any questions or need further information. We appreciate your consideration.

Respectfully,

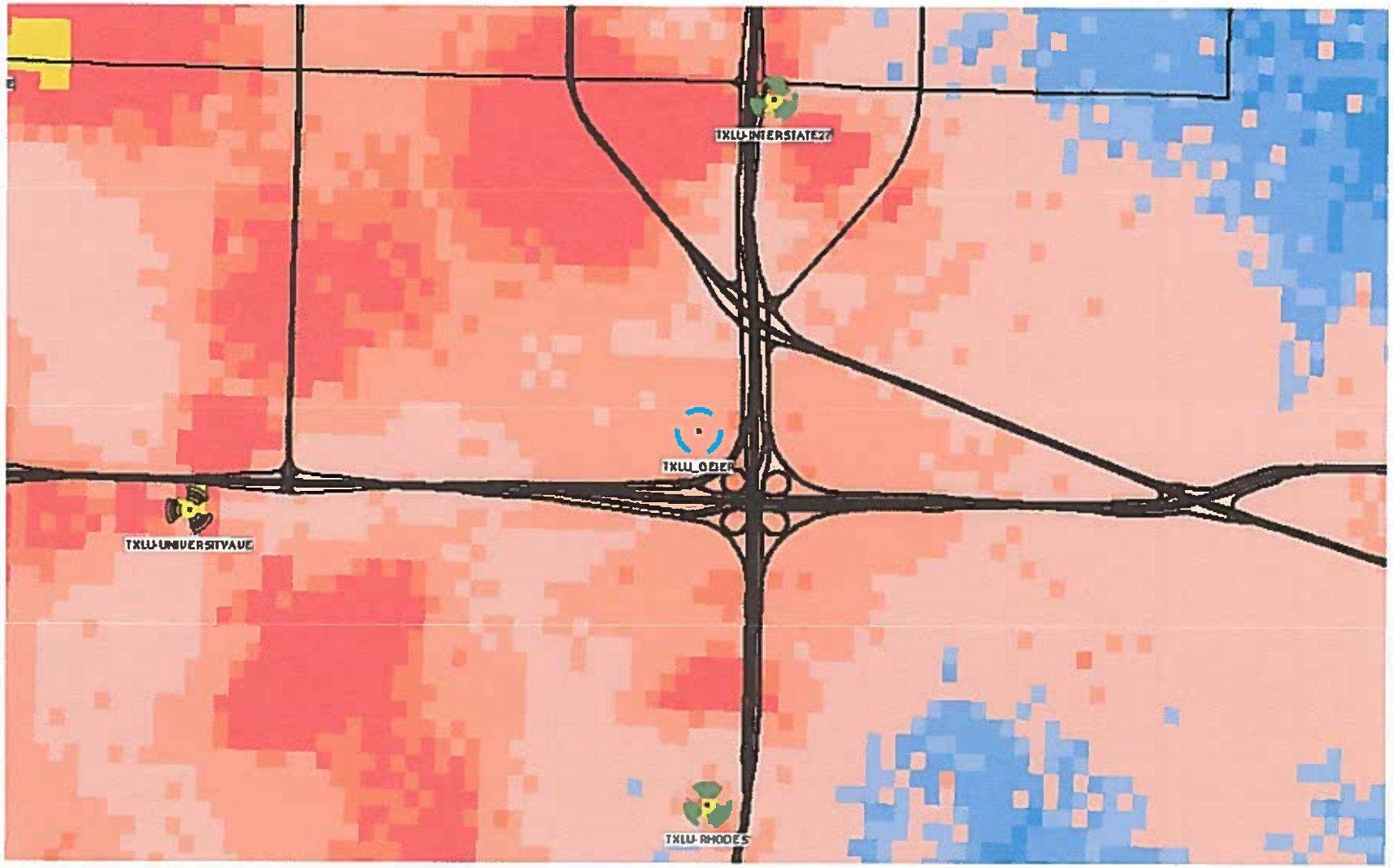
Vincent G. Huebinger
Vincent Gerard & Associates Inc.

Proposed Wireless Telecommunication Facility

1102 70th Street



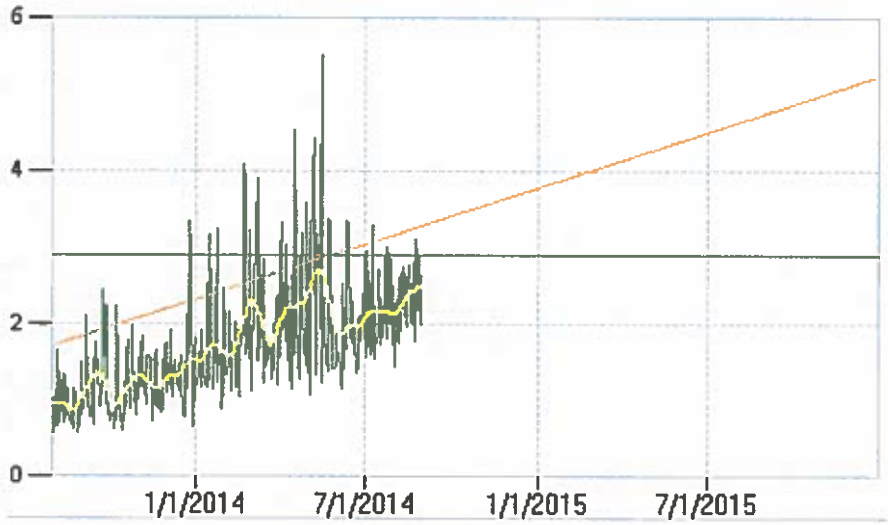
TXLU_GEIER Demand Heat Map



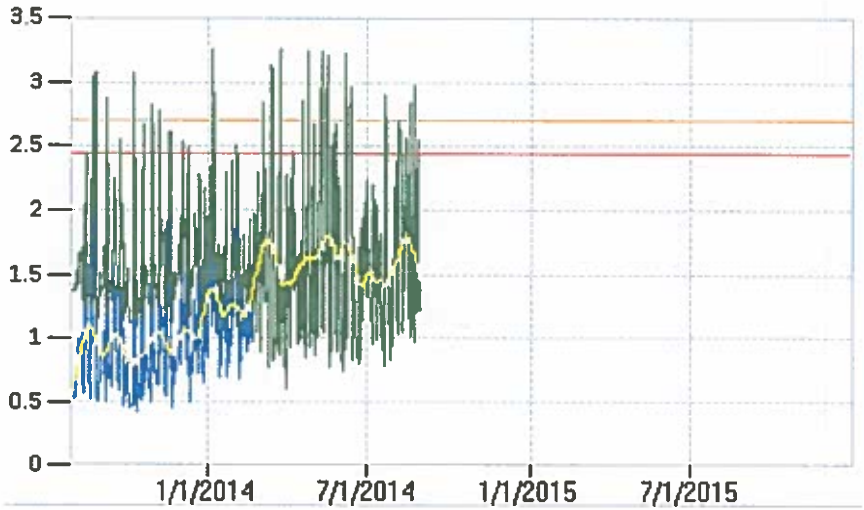
Confidential and proprietary materials for authorized Verizon personnel and outside agencies only. Use, disclosure or distribution of this material is not permitted to any unauthorized persons or third parties except by written agreement.

Current Sites Capacity Demand Lines

TXLU_INTERSTATE27



TXLU_RHODES



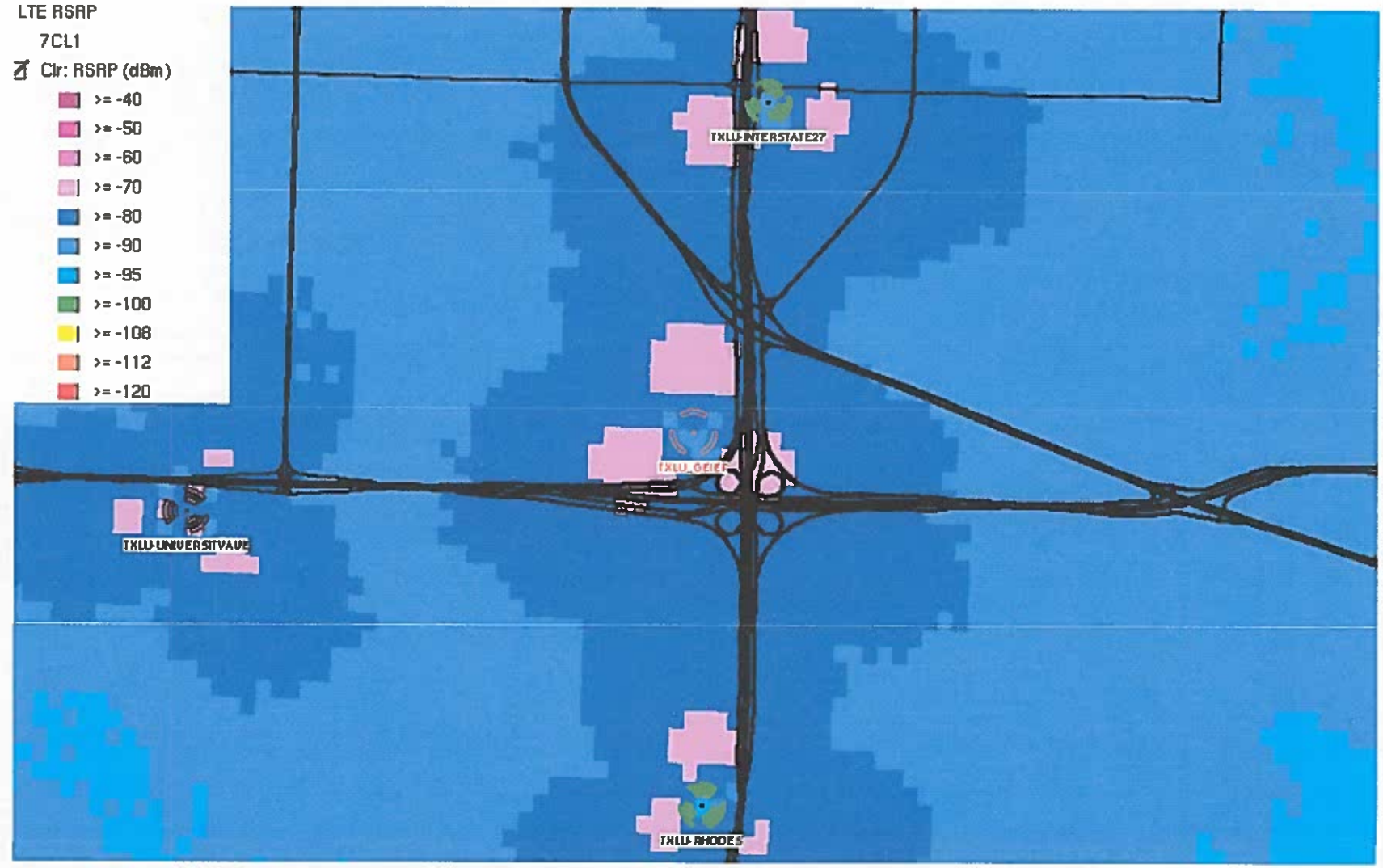
Confidential and proprietary materials for authorized Verizon personnel and outside agencies only. Use, disclosure or distribution of this material is not permitted to any unauthorized persons or third parties except by written agreement.

TXLU_GEIER Current RSRP



Confidential and proprietary materials for authorized Verizon personnel and outside agencies only. Use, disclosure or distribution of this material is not permitted to any unauthorized persons or third parties except by written agreement.

TXLU_GEIER Future Site RSRP



Confidential and proprietary materials for authorized Verizon personnel and outside agencies only. Use, disclosure or distribution of this material is not permitted to any unauthorized persons or third parties except by written agreement.

SPECIAL USE PERMIT SITE PLAN

PROJECT TYPE

NEW 100' MONOPOLE AND VERIZON EQUIPMENT

SITE INFORMATION

JURISDICTION: CITY OF LUBBOCK, TEXAS 79404
LUBBOCK COUNTY
Latitude 33°31'57.65"N, Longitude - 101° 50'54.38"W
OCCUPANCY: N/A (UNMANNED)

USE: TELECOMMUNICATIONS FACILITY
ZONING FILE NO.:

DATE

JUNE 21, 2017

SITE NAME:

TXLU-127/ VERIZON
(PREVIOULY) TXLU CEDER/ VERIZON

CONTACT INFORMATION

VINCE HUEBINGER

VINCENT GERARD & ASSOCIATES
1715 S. CAPITAL OF TEXAS HWY
SUITE 207
AUSTIN, TEXAS 78746
PHONE: (512) 328-2693

SITE ADDRESS

1102 70TH STREET
LUBBOCK TX, 79404

LEGAL DESCRIPTION

EMMANUEL WORSHIP CENTER ASSEMBLY OF GOD
CALLED 6.78 ACRES
VOL. 7117, PG.23 DPRLCT

CONSULTANTS

VINCENT GERARD & ASSOCIATES
1715 S. CAPITAL OF TEXAS HWY
SUITE 207
AUSTIN, TEXAS 78746
PHONE: (512) 328-2693

VINCE HUEBINGER

CARRIER INFORMATION

VERIZON WIRELESS

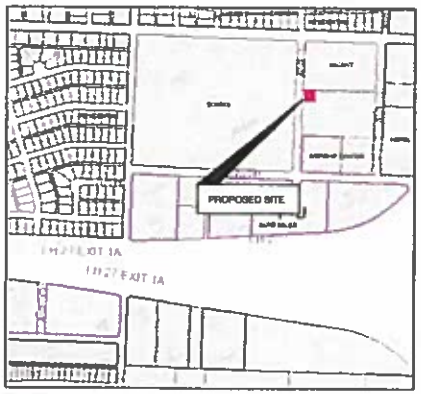
AMANDA EASTON
MNG., REAL ESTATE & REGULATORY
6998 TRI COUNTY PARKWAY
SCHERTZ TX 78158
PHONE: (210) 339-2644
EMAIL: amanda.easton@verizonwireless.com

(NOT FOR CONSTRUCTION)
ZONING SITE PLAN

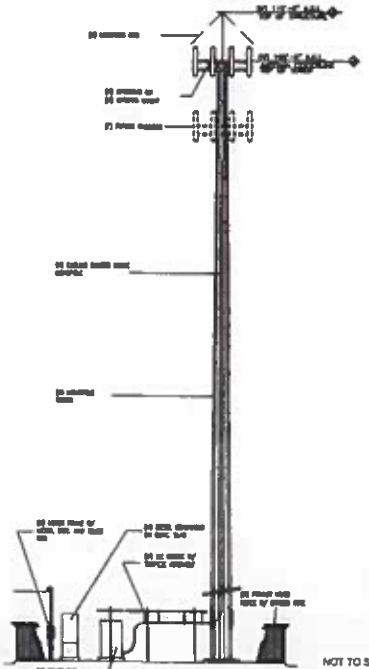
ADVERTISING IS PROHIBITED ANYWHERE ON A WTF, WITH THE EXCEPTION OF THE SIGNAGE AS REQUIRED BY THE FEDERAL COMMUNICATIONS COMMISSION (FCC) REGULATIONS OR NECESSARY FOR THE OPERATIONS OF A WTF

THIS PROPOSED FACILITY COMPLIES WITH THE REQUIREMENTS LISTED IN SECTION 40.10.080 OF THE CITY OF LUBBOCK ZONING CODE/ORDINANCE

LAND USE MAP

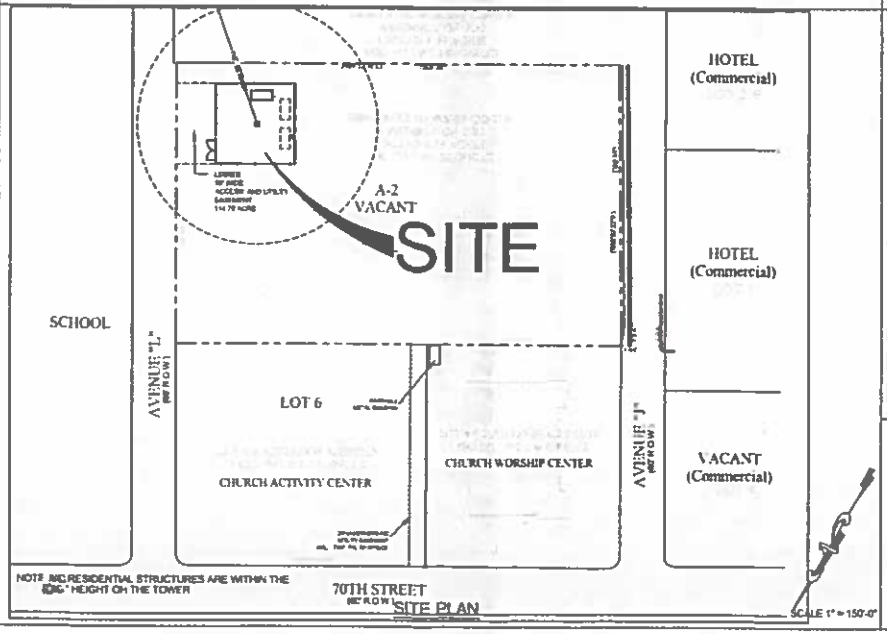


TOWER - TYPICAL



NOT TO SCALE

NOTE: T... LEASE AREA. ACTUAL EQUIPMENT LOCATIONS MAY VARY.



VICINITY MAP



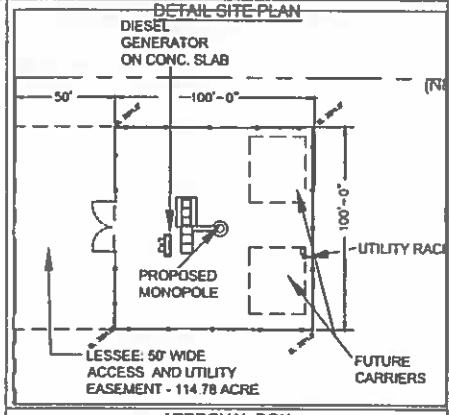
NOT TO SCALE

AERIAL IMAGERY



NOT TO SCALE

DETAIL SITE PLAN



APPROVAL BOX

ORIGINAL SUBMITTAL DATE:

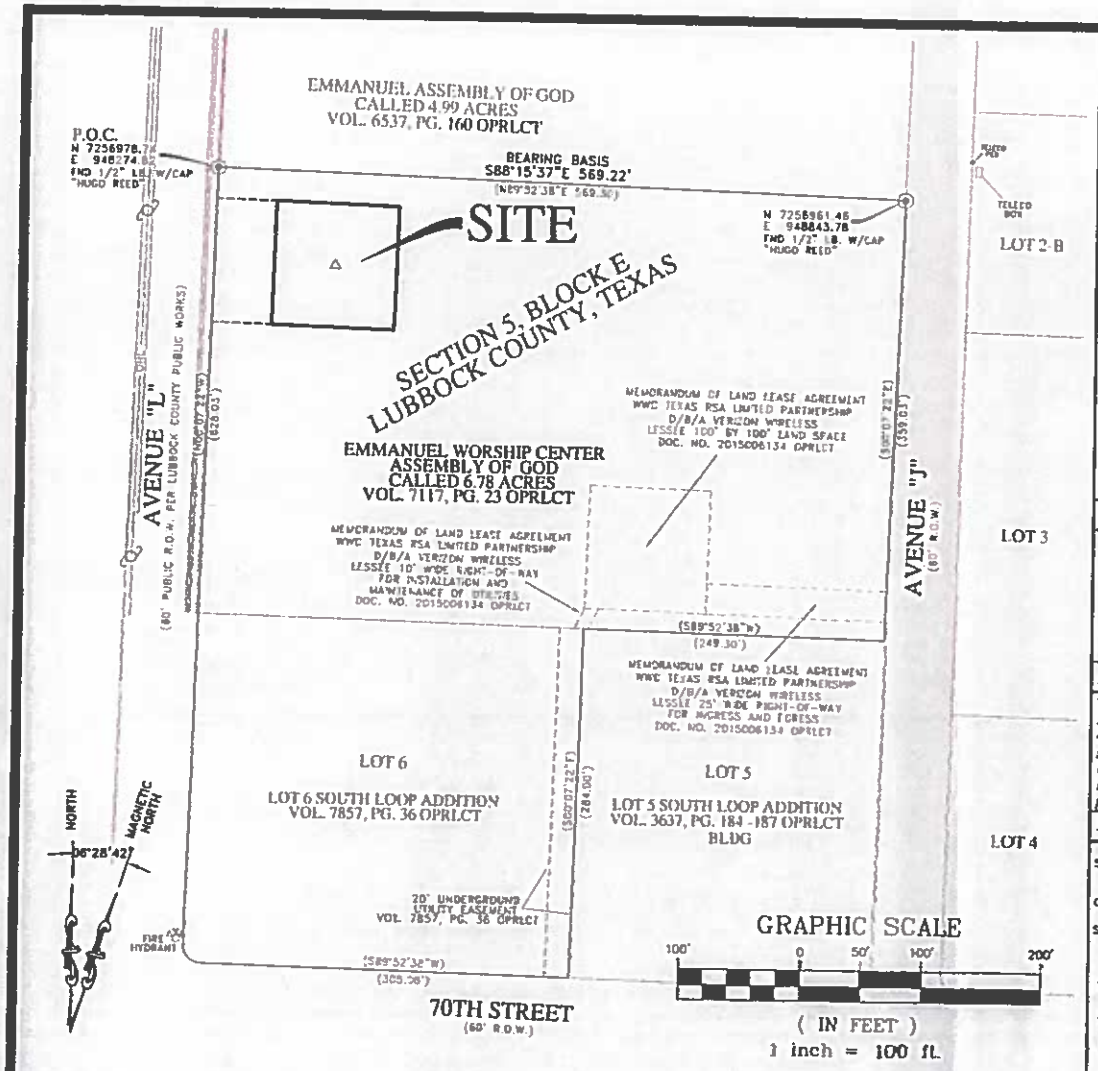
ACCEPTED FOR APPROVAL:

CITY OF LUBBOCK, TEXAS

verizon wireless

EXHIBIT
SPECIAL USE PERMIT SITE PLAN
TXLU - 127
1102 70TH STREET
LUBBOCK, TEXAS 79404

VINCENT GERARD & ASSOCIATES
LAND PLANNING & ZONING CONSULTANTS
1715 CAPITAL OF TEXAS HWY SOUTH STE 207
AUSTIN TEXAS 78746
(512) 328-2693 - vincent@vgerard.com



SURVEY OF:

A 0.2296 OF AN ACRE LEASE AREA AND A 100 FOOT WIDE ACCESS AND UTILITY EASEMENT OUT OF A CALLED 6.78 ACRE TRACT OF LAND IN DEED TO EMMANUEL WORSHIP CENTER ASSEMBLY OF GOD RECORDED IN VOLUME 7117, PAGE 23 OFFICIAL PUBLIC RECORDS LUBBOCK COUNTY, TEXAS (OPRLCT), SITUATED IN SECTION 5, BLOCK E, LUBBOCK COUNTY, TEXAS.

SHOWN TO:

1) EASEMENT AND ROAD RIGHT AS SHOWN AND PLAT RECORDED IN VOLUME 7857, PAGE 36 OPRLCT AFFECTS LESSEE'S LEASE AREA AS INGRESS AND EGRESS EASEMENT AS SHOWN
2) SANITARY SEWAGE LINE EASEMENT VOLUME 263, PG. 445 OPRLCT DOES NOT AFFECT LESSEE'S LEASE AREA OF INGRESS AND EGRESS EASEMENT
3) MATERIALS DEED VOLUME 705, PG. 486 OPRLCT
4) JUDGEMENT VOLUME 847, PG. 587 OPRLCT
5) RELEASE OF EASEMENT VOLUME 6536, PG. 98 OPRLCT
6) DEDICATION DEED VOLUME 842, PG. 6 OPRLCT
7) AVENUE L AND 70TH STREET EASEMENT VOLUME 263, PG. 445 OPRLCT, VOLUME 263, PG. 445 OPRLCT, VOLUME 263, PG. 445 OPRLCT,

verizonwireless

5804 Tri County Parkway
Schertz, TX 78154

To Whom it may concern:

I, Tim Caletka (Principal Const. Engineer-Verizon Wireless) hereby authorize Vincent Gerard &Associates to file and pull all appropriate documents, permits and applications with respect to Verizon permits on our projects. Vincent Gerard & Associates is an authorized agent for Verizon Wireless.

Thank You,

Tim Caletka –Sr. Construction Engineer

Martin Consulting, LLC
424 El Camino Drive
Frisco, Texas 75034
A Site Development and Consulting Firm Specializing in
Site Acquisition / Leasing / Zoning / Permitting / Engineering

Mr. Andrew Paxton, Director
Planning and Development
City of Lubbock Texas

April 4, 2017

RE: Landowner Authorization letter for: **Emmanuel Church, 1102 70th Street, Lubbock Texas 79404**

Mr. Paxton;

As record owner (s) of the tract described in the above address, we hereby authorize **KGI Wireless, Martin Consulting, along with Vincent Gerard & Associates** to file all appropriate zoning and/or plans and permits on the specified tract listed above for Verizon Wireless. This application is for a permanent facility to be constructed on the above address. If you have any questions please feel free to call me.

Signature of Church Representative

FURTHER, Affiant sayeth not.

Mary Elena Dueñes

Print Name:

SWORN TO AND SUBSCRIBED BEFORE ME this 6 day of April, 2017 by _____.

Mary Elena Dueñes

Notary Public, in and for the State of Texas

My commission expires:

June 3, 2019

MARY ELENA DUENES
Notary Public, State of Texas
My Commission Expires
June 03, 2019

WIRELESS COMMUNICATION FACILITY
RF LOCATION STATEMENT

Re: Verizon Wireless – TXLU_Geier/Telecommunication facility located at 1102 70th Street, Lubbock, TX 79412

Verizon Wireless hereby states that a careful review of the geographical area to be served by the proposed new tower was made, which revealed that an antenna height of one hundred feet (100') would be required.

This tower will be located on a specific parcel, and sits in a location designed to enhance and expand both the available coverage and the necessary capacity for the citizens of Lubbock, Texas. This location will allow for a safer, more secure Lubbock, Texas.

Verizon Wireless considered other locations and heights, but no other option was available that would allow Verizon Wireless to utilize a tower less than one hundred feet (100') while serving the intended coverage area and providing sufficient capacity. No other structure has sufficient height to meet these engineering requirements.

This RF Location Statement confirms the importance of this specific location in order to provide service, i.e. coverage and capacity, to the citizens of Lubbock, Texas.

Ryan P. Martin
R.F. Engineer for Verizon Wireless

09/8/2014
Date

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 2565-D**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

Print Name Sara E. Campbell

Signature: Sara E Campbell

Address: 801 - 70th St.

Address of Property Owned: _____

6 of 7

RECEIVED
AUG 29 2017
BY:----------

Zone Case Number: **2565-D** 89165
LUBBOCK SCOTTISH RITE BLDG CORP
1101 70TH ST

LUBBOCK TX 79412-4109

Regular City Council Meeting **7. 4.**

Meeting Date: 10/12/2017

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance No. 2017-O0127, for Zone Case 2984-I, a request of Betenbough Homes for a zoning change from A-2 (High-Density Apartment) to R-1 (Single-Family Residential) Specific Use, for reduced setbacks on 5.715 acres of unplatted land out of Block AK, Section 38, 6601 37th Street.

Item Summary

On September 28, 2017, the City Council approved the first reading of the ordinance.

This is a request of Betenbough Homes for a zoning change from A-2 to R-1 Specific Use for reduced setbacks on 5.715 acres of unplatted land out of Block AK, Section 38, 6601 37th Street.

The proponent has requested to change the zoning from A-2 to R-1 Specific Use to build single family homes with reduced setbacks. PZC 2984-G (App. 10/2008) changed 5.681 acres in the proposed property from R-1 Specific Use to A-2 limited to a skilled nursing facility that sits vacant today. PZC 2984-A (App 8/2004) changed 172 acres to R-1 Specific Use with reduced setbacks. This property is north of the proposed property. The applicant is asking for identical conditions to have a similar neighborhood appearance. PZC 2984-E (App 10/2007) Changed 78.750 acres from A-1 & R-1 to R-1 Specific Use with reduced setbacks. This property is east of Quincy Avenue (1,500 feet away from the proposed property). The applicant is asking for identical conditions to have a similar neighborhood appearance.

Adjacent land uses:
North: Milwaukee Ridge, Addition, zoned R-1 Specific Use
South: Raider Ranch retirement community, zoned A-2
East: A-Plus Super Storage, zoned C-4 (Commercial) Specific Use
West: Vacant land, zoned R-1 Specific Use

Comprehensive Land Use Plan (CLUP):
The request is to change the zoning from A-2 to R-1 Specific Use for single family homes with reduced setbacks. This request is a minor change to the CLUP. However, staff supports the change.

Zoning Policy: The request is consistent with zoning policies.

Effect on the adjacent street and thoroughfare system:
There should be an acceptable effect on the thoroughfare system with more single family homes at this location.

Recommendations:
On September 7, 2017, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following conditions:

a. 20’ front yard setback;
b. 5’ front yard setback on cul-dec-sac lots;
c. 5’ side setback on corner lots.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager,
Planning and Zoning Commission

Attachments

Ordinance - 2984-I

Map - Zone Case 2984-I

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2984-I;** A ZONING CHANGE FROM **A-2** TO **R-1 SPECIFIC USE** FOR **REDUCED SETBACKS,** ON **5.715 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 38,** LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 2984-I

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **A-2** to **R-1 Specific Use** for **reduced setbacks** on **5.715 acres of unplatted land out of Block AK, Section 38,** City of Lubbock, Lubbock County, Texas, located at **6601 37th Street,** subject to conditions, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the setbacks shall be:**
   a. **20' front yard setback;**
   b. **5' front yard setback on cul-de-sac lots;**
   c. **5' side setback on corner lots.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **A-2** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **6601 37th Street**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____ FOR
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC2984-I
September 7, 2017

LOTS 587 THRU 605,

MILWAUKEE RIDGE

AN ADDITION TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS





SCALE 1" = 100'
HEAVY LINES INDICATE PLAT LIMITS.
ALL STREETS, ALLEYS AND DEDICATED EASEMENTS ARE HEREIN DEDICATED
ALL EASEMENTS DEDICATED HEREBY SHALL ENTITLE THE CITY OR THE UTILITY COMPANY USING SUCH EASEMENTS, TO THE RIGHT TO REMOVE, REPAIR OR REPLACE ANY LINES, PIPES, CONDUITS OR POLES WITHIN SUCH EASEMENTS AS MAY BE DETERMINED BY THE CITY OR UTILITY COMPANY WITHOUT THE CITY OR UTILITY COMPANY BEING RESPONSIBLE OR LIABLE FOR THE REPLACEMENT OF IMPROVEMENTS, PAVING OR SURFACING OF THE EASEMENTS NECESSITATED BY SUCH REPAIR OR REPLACEMENT
EASEMENTS SHALL NOT BE FENCED OR OTHERWISE OBSTRUCTED
ALL ELECTRICAL SERVICE WITHIN THE CITY OF LUBBOCK SHALL BE IN ACCORDANCE WITH THE "UNDERGROUND UTILITIES POLICY" STATEMENT OF THE LUBBOCK PLANNING AND ZONING COMMISSION
ALL EXISTING OR PROPOSED UTILITY SERVICE TO AND ON TRACTS INDICATED BY THIS PLAT SHALL BE CONTAINED IN THIS PUBLIC RIGHT OF WAY AND PUBLIC OR PRIVATE UTILITY EASEMENTS. UTILITY SERVICE INSTALLATION REQUESTED AT A FUTURE DATE, AND NOT WITHIN AN EASEMENT INDICATED BY THIS PLAT, SHALL BE WITHIN A PROPER UTILITY EASEMENT GRANTED BY THE OWNER OF SAID PROPERTY BY SEPARATE RECORDED INSTRUMENT PRIOR TO THE PROVISION OF SUCH SERVICE. SUCH SEPARATE EASEMENT COSTS SHALL BE AT THE EXPENSE OF THE PROPERTY OWNER.
ANY RELOCATION OR REVISION OF EXISTING FACILITIES SHALL BE THE DEVELOPER'S EXPENSE. COMPENSATION SHALL BE MADE PRIOR TO RECORDING ANY PORTION OF THE FINAL PLAT
NO BUILDING PERMIT SHALL BE ISSUED ON ANY SURVEY CERTIFICATE THAT IS NOT IN ACCORDANCE WITH AN APPROVED FINAL PLAT UNLESS AN EXCEPTION IS PROVIDED BY PLANNING LEGISLATION POLICY OR BY THE LUBBOCK CODE OF ORDINANCES.
MINIMUM FLOOR ELEVATION SHALL CONFORM TO THE REQUIREMENTS OF THE LUBBOCK DRAINAGE CRITERIA MANUAL, AS ADOPTED BY ORDINANCE 10822 AS AMENDED AND SECTION 28 89 131, SECTION 28 14 084 AND SECTION 16 83 873 OF THE LUBBOCK CODE OF ORDINANCES
ANY EASEMENTS OR RIGHTS-OF-WAY SHOWN AS "TO BE DEDICATED BY SEPARATE INSTRUMENT" ARE SHOWN HEREON FOR INFORMATION PURPOSES ONLY. THIS PLAT DOES NOT DEDICATE SAID EASEMENTS
DRE = DRAINAGE EASEMENT
DUE = DRAINAGE AND UTILITY EASEMENT
GRE = GARBAGE SERVICE EASEMENT.
LPL = LUBBOCK POWER & LIGHT
SPEC = SOUTH PLAINS ELECTRIC COOPERATIVE
TPE = 6' x 6' (UNLESS NOTED) TRANSFORMER PAD EASEMENT (SPEC), INDICATED BY SYMBOL ■
USE = UNDERGROUND STREETLIGHT CABLE EASEMENT
UUE = UNDERGROUND UTILITY EASEMENT
CM = CONTROLLING MONUMENT
PMRD = PHYSICAL MONUMENT OF RECORD DENOTE
DCPN = DENOTE CLERK'S FILE NUMBER
P&D = PLAT AND DEDICATION
● = FOUND 1/2" IRON ROD WITH CAP "H.R. & ASSOCS." (PMRD)
● = FOUND 1/2" IRON ROD WITH CAP "RPLS 4486" (PMRD)
● = FOUND 1/2" IRON ROD WITH CAP "STEVENS RPLS 4336" (PMRD)
● = FOUND 1/2" IRON ROD (CM)
ALL PLAT LIMITS AND LOT CORNERS MONUMENTED WITH 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4336" UNLESS OTHERWISE NOTED
BEARINGS ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE. CONVERGENCE TO TRUE NORTH BEARINGS IS -01°31'27"
COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE. DISTANCES SHOWN HEREON ARE AT SURFACE. ALL U.S. SURVEY FEET
THE SE PLAT LIMITS CONTAIN 9.15 ACRES OF LAND
DESCRIPTION OF THESE PLAT LIMITS ARE ON A SEPARATE DOCUMENT OF SAME DATE HEREWITH

APPROVED THIS _____ DAY OF _____, 20__, BY THE CITY PLANNING COMMISSION OF THE CITY OF LUBBOCK, TEXAS.

APPROVED _____ CHAIRMAN

ATTEST _____ SECRETARY

PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY
DO NOT RECORD
05/24/[illegible] 7:00 P.M.

KNOW ALL MEN BY THESE PRESENTS: THAT I, [illegible], REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION.

REGISTERED PROFESSIONAL LAND SURVEYOR # [illegible]
LUBBOCK, TEXAS
SURVEYED [illegible]

STEVENS SURVEYING CO., LLC

[illegible] © 2017 ALL RIGHTS ARE RESERVED [illegible]

Metes and Bounds description prepared for Zone Change purposes only on a 5.47 acre tract out of Section 38, Block AK, Lubbock County, Texas, being further described by metes and bounds as follows:

BEGINNING at the Northeast corner of this tract which bears South 1361.05 feet and West 806.94 feet from the Northeast corner of Section 38, Block AK;

THENCE South, 451.66 feet;

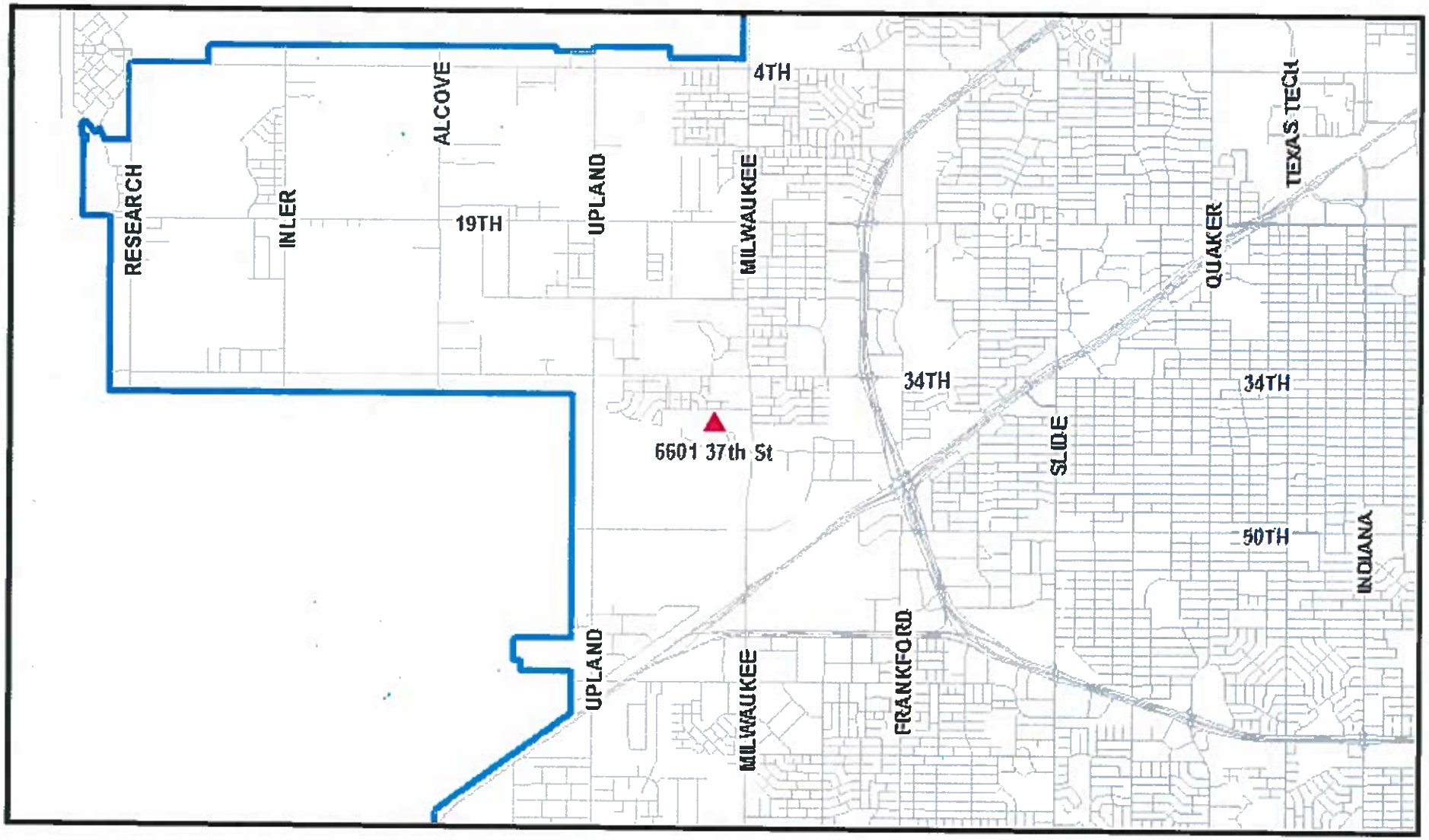
THENCE West, along the North line of Tract C, Raider Ranch and the North line of a 32.09 acre tract, 527.39 feet to the Southwest corner of this tract;

THENCE North, 451.66 feet;

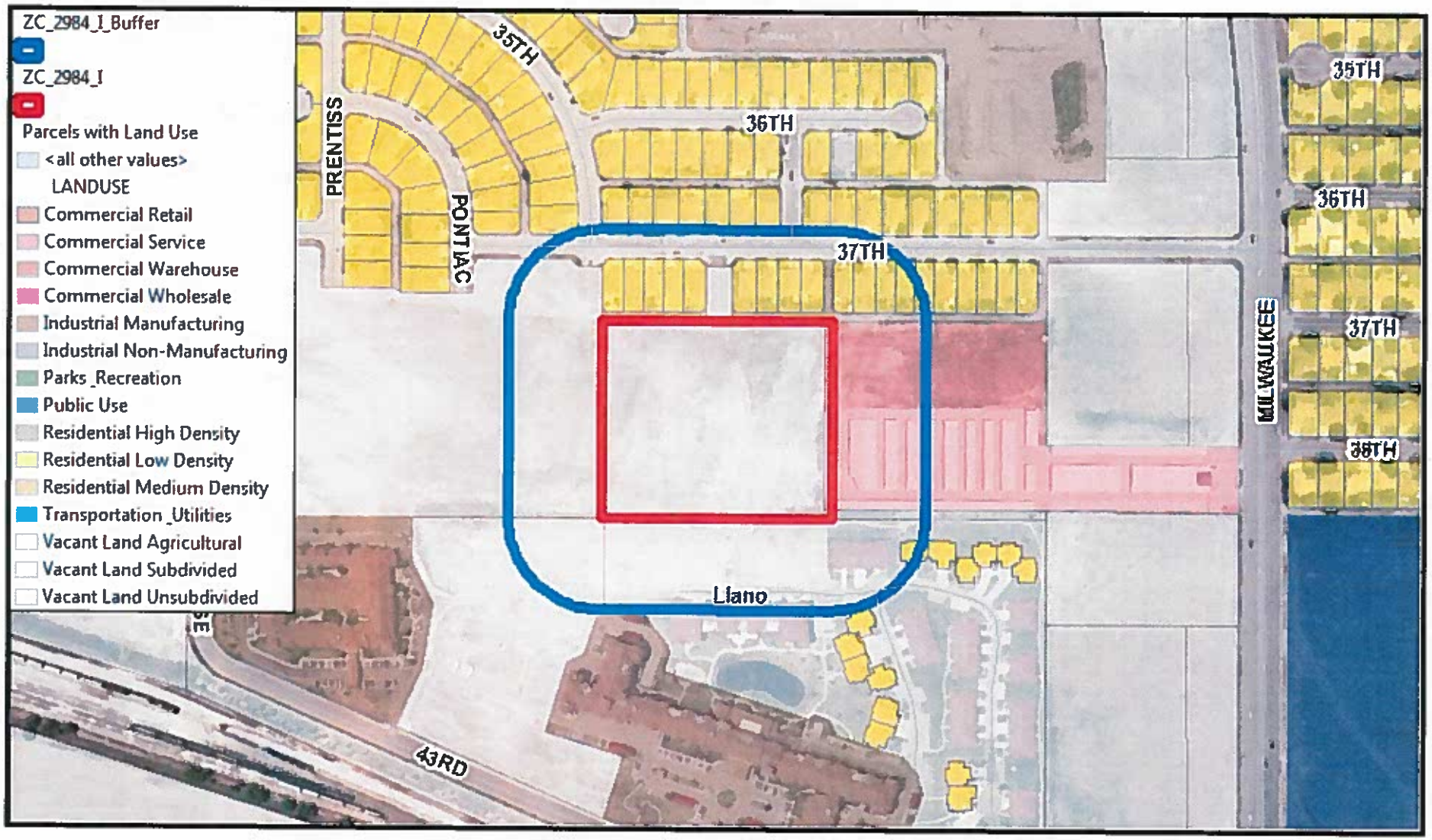
THENCE East, 527.39 feet to the PLACE of BEGINNING and containing 5.47 acres.

Prepared for Zone Change Purposes only Does Not represent a survey.

S:\EP2004 PROJECTS\MilwaukeeRidge\RaiderRanch\Nursing Zone Change.doc

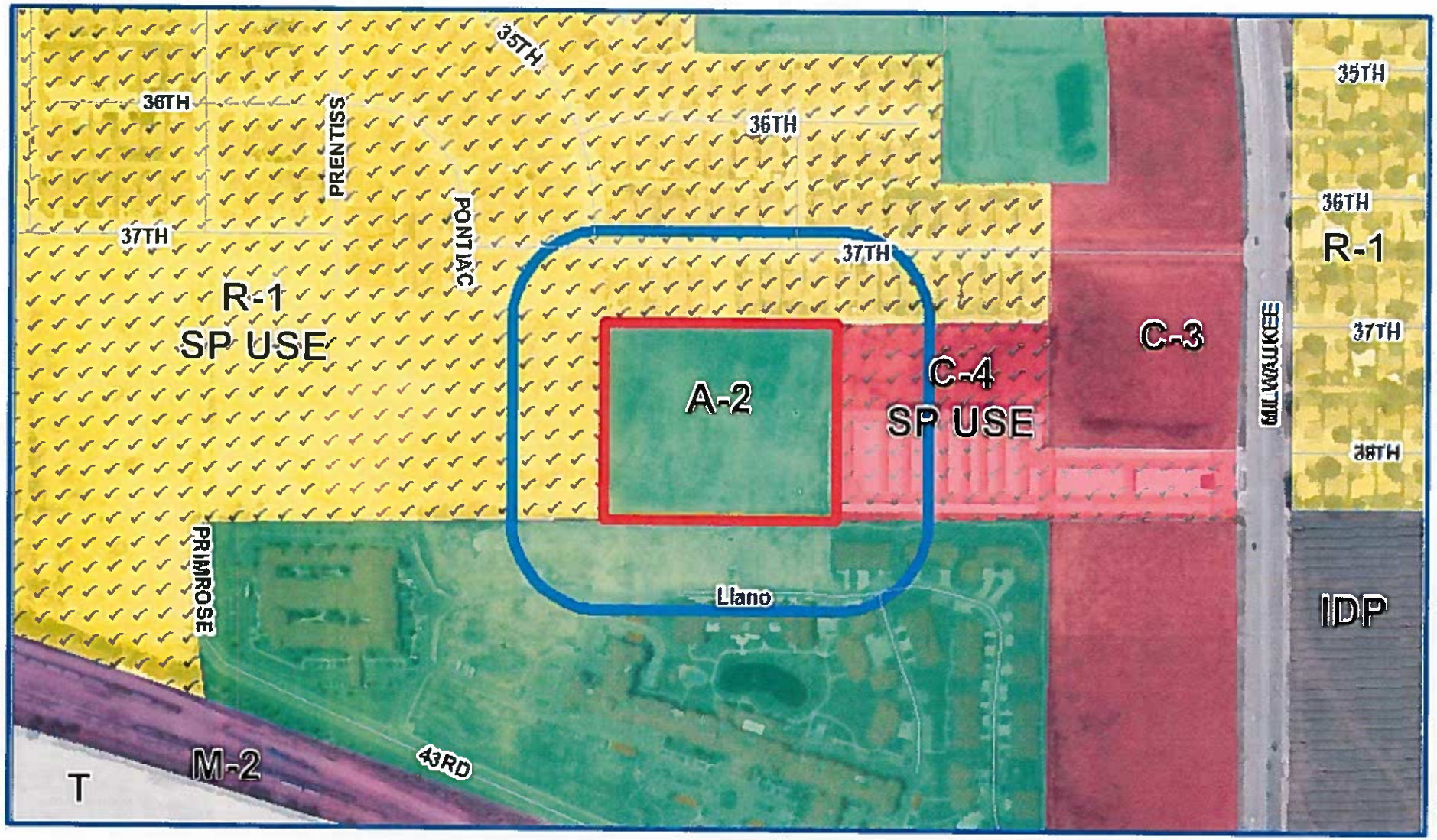


P.Z.C. Case 2984-I



P.Z.C. Case 2984-I

Request of Betenbough Homes for a zoning change from A-2 to R-1 Specific Use, 6601 37th Street



P.Z.C. Case 2984-I Zoning

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Betenbough Homes

6305 82nd Street
Street/Post Office Box

Lubbock TX 79424
City State Zip

(806)797-9494
Telephone

For Betenbough Homes

Street/Post Office Box

City State Zip

( )
Telephone

Location or Address: 6601 37th St

Legal Description:* See attached

Existing Land Use: _____ **Existing Zoning:** A-2

Acreage or Square Footage of Property: 5.715

Zoning Requested: R-1 specific use reduced set backs. 5' set backs on corner, 5' front set back on cul-de-sac, 20' front set back

Proposed Development: residential single family

If property is not subdivided, will preliminary plat be submitted? Yes X No _____

Applicant's Signature

June 14th 2017
Date

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

Filing Fee: $490
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

For City Use Only A + B

map 45

Zone Case No.: 2984-I **Agenda No.:** _____

Request for zoning change from: A-2 **To:** R-1 SP USE

5.715 Acres of unplatted land out of Block A-L Section 38

on Lot(s): _____ **Block(s):** _____

Subdivision: _____ **Address:** 6601 37th

VC EC

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

Meeting Date: 10/12/2017

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance No 2017-O0128, for Zone Case 3322, a request of Veena Bodhireddy for a zoning change from R-1 (Single-Family Residential) to AM (Apartment Medical) on 3.31 acres of unplatted land out of Block E-2, Section 20, 2702 98th Street.

Item Summary

On September 28, 2017, the City Council approved the first reading of the ordinance.

General comments: The request is to rezone an area from R-1 to AM.

Adjacent land uses:
North: University Pines Addition, zoned R-1
South: Vacant land, zoned R-1
East: Four Bar K Ranch horse riding arena and stables (grandfathered), zoned R-1
West: Vacant land and single family homes, zoned R-1 and GO (Garden Office)

Comprehensive Land Use Plan (CLUP):
The is a minor deviation to the Comprehensive plan as AM is a buffer district for R-1.

Zoning Policy:
The Subdivision to the north has worked well as R-1, and there is currently vacant GO, to the west of this property which is very similar to the AM. Although AM as a buffer district follows policy, staff feels hesitant on recommending this case for approval because of the abundance in vacant AM/GO zoning in the area currently.

Effect on the adjacent street and thoroughfare system:
No impact on the thoroughfare system.

Recommendations:
On September 7, 2017, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following condition:
1. Limited to professional and medical offices.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - 3322

Map - Zone Case 3322

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3322;** A ZONING CHANGE FROM **R-1** TO **AM** ZONING DISTRICT LIMITED TO **PROFESSIONAL AND MEDICAL OFFICES,** ON **3.31 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 20,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3322

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **AM** zoning district **limited to professional and medical offices** on **3.31 acres of unplatted land out of Block E-2, Section 20,** City of Lubbock, Lubbock County, Texas, located at **2702 98th Street,** subject to conditions, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the zone change be limited to professional and medical offices.**

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

FOR

Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3322
September 7, 2017

PERIMETER SURVEY OF A 3.303 ACRE TRACT
OF LAND LOCATED IN

SECTION 20, BLOCK E-2

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 3.303 acre tract of land located in Section 20, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap found in the South right-of-way line of 98th Street as recorded in Volume 6974, Page 287 of the Real Property Records of Lubbock County, Texas, in an Easterly line of a 64.11 acre tract as recorded in Volume 6693, Page 156 Real Property Records of Lubbock County, Texas, at the Northwest corner of this tract which bears S 89°52'05" E, a distance of 238.71 feet and S 00°03'03" W, a distance of 55.00 feet from the Northwest corner of Section 20, Block E-2;

THENCE S 89°52'05" E., along said South right-of-way line, a distance of 421.14 feet to a 1/2" iron rod with cap found in the West line of a 5.00 acre tract as recorded in Volume 1959, Page 688 of the Deed Records of Lubbock County, Texas, at the Northeast corner of this tract;

THENCE S 00°02'38" W., along the West line of said 5.00 acre tract, a distance of 341.54 feet to a 1/2" iron rod with cap found at the most Easterly Northeast corner of said 64.11 acre tract and the Southeast corner of this tract;

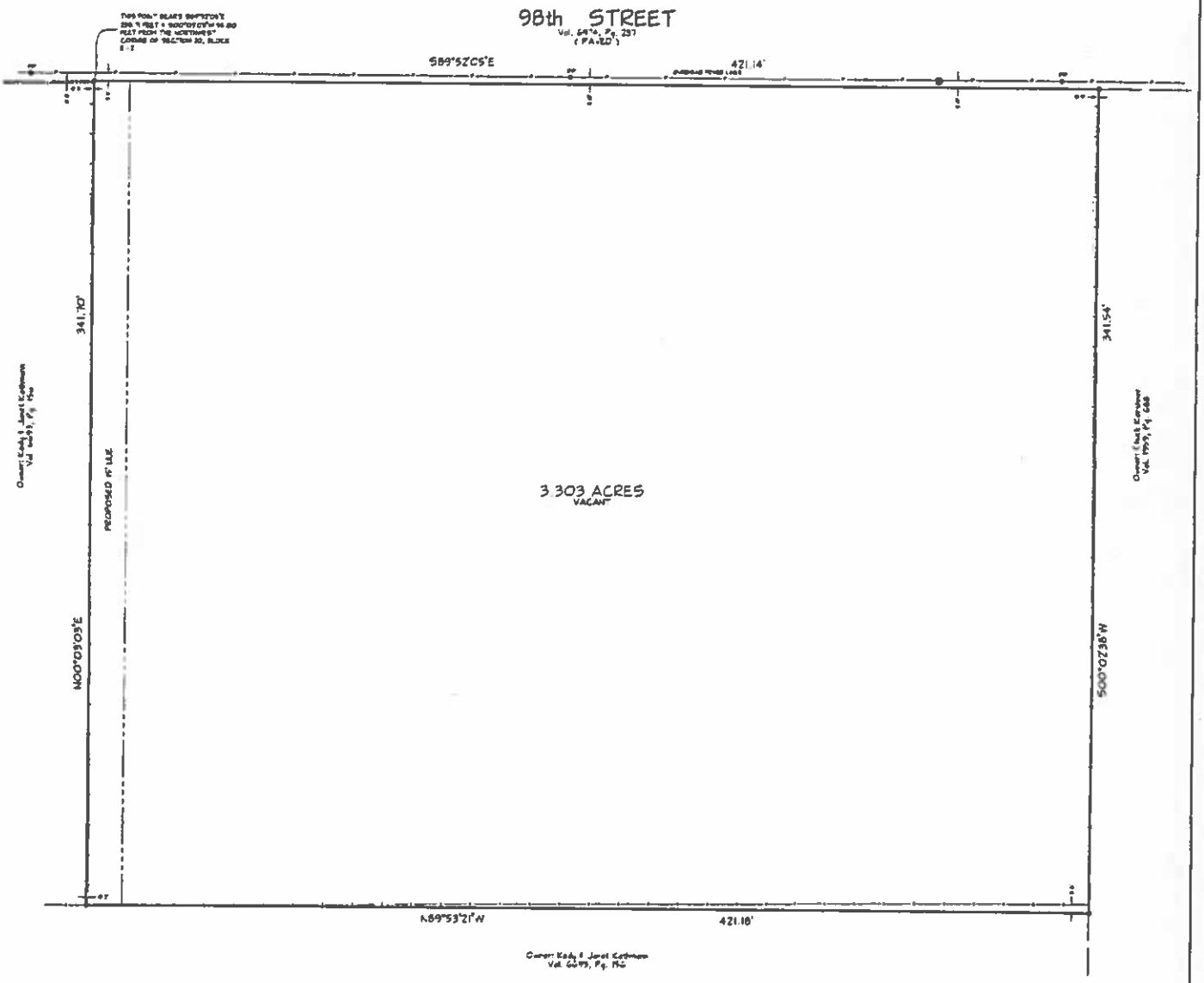
THENCE N 89°53'21" W., along a Northerly line of said 64.11 acre tract, a distance of 421.18 feet to a 1/2" iron rod with cap found at the Southwest corner of this tract;

THENCE N 00°03'03" E., along an Easterly line of said 64.11 acre tract, a distance of 341.70 feet to the Point of Beginning.

CERTIFICATION TO: Service Title Co
FOR: GF# 87512B ONLY

I, Daniel E. Martinez, Texas Registered Professional Land Surveyor No. 4515, do hereby certify that this survey was made on the ground and is in substantial compliance with Standard TREC Contract Form No. 20-6. A determination as to whether this property lies within a special flood hazard area was not made for this survey. May 18, 2004

Daniel E. Martinez
Registered Professional
Land Surveyor No. 4515
State of Texas



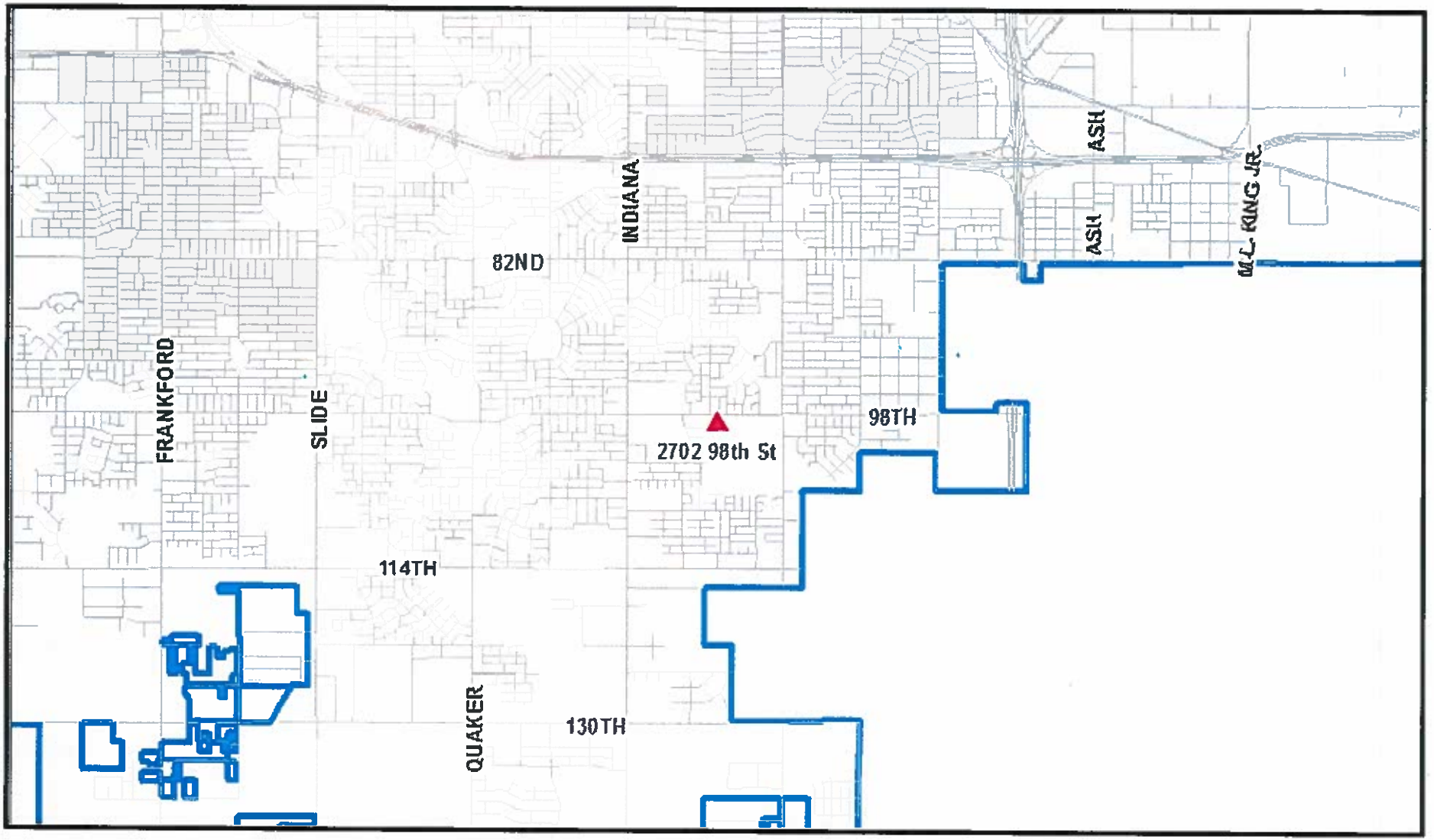
SCALE: 1"=30'
CONTROL MONUMENTS AS FOUND & SHOWN
FENCES AS SHOWN
o - FD. 1/2" ROD w/CAP
● - MANHOLE
PP - POWER POLE
241602/05G

Desmt

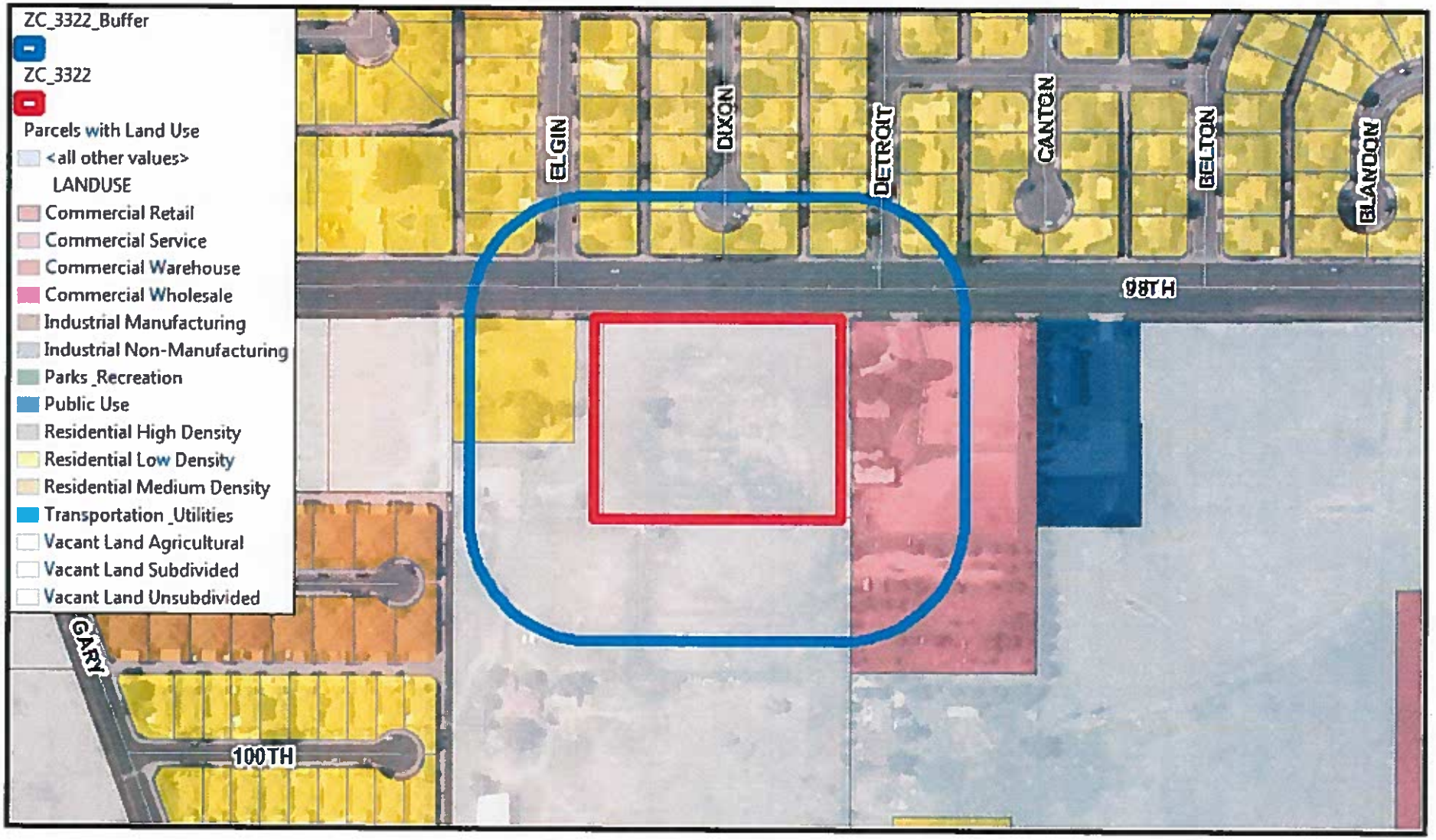
WARNING
This plat is invalid unless it bears an original signature across an embossed seal.

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
LUBBOCK, TEXAS 79407
PHONE: (806) 793-3843 FAX: (806) 793-3847

Copyright 2004 Hugo Reed and Associates, Inc. - for the sole use of File - for GF# and any other purchaser as authorized in the agreement between them.

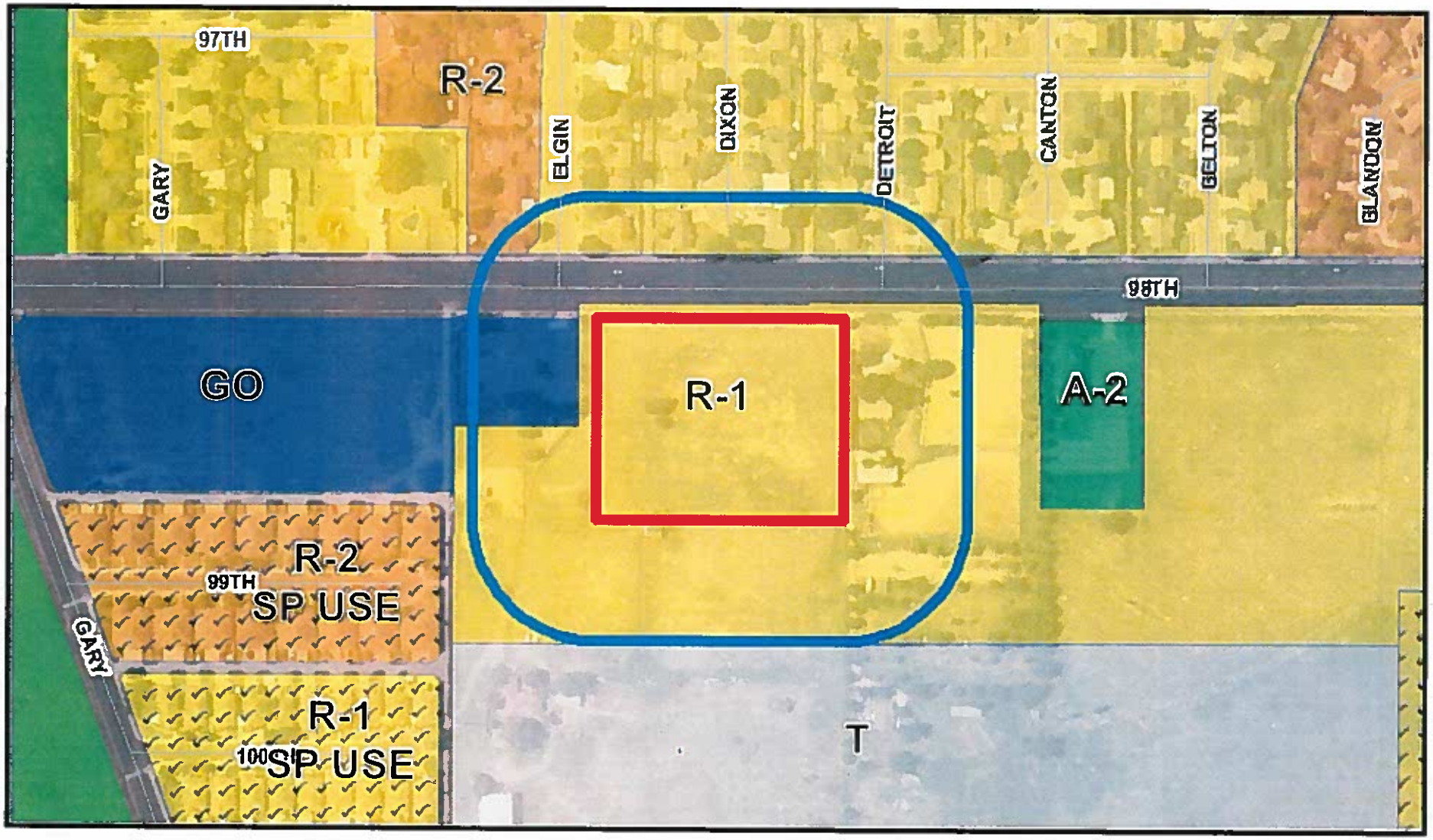


P.Z.C. Case 3322



P.Z.C. Case 3322

Request of Veena Bodhireddy for a zoning change from R-1 to AM, 2702 98th Street



P.Z.C. Case 3322 Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Veena Bodhireddy
3903, 75th place
Street/Post Office Box
Lubbock, TX - 79423.
City State Zip
(806) 438 - 6403
Telephone

For Veena Bodhireddy & Hima Ravi. 3904, 76th street
Street/Post Office Box
Lubbock TX - 79423.
City State Zip
(806) 239 - 4258
Telephone

Location or Address: 2702, 98th Street, Lubbock.

Legal Description:* Section 20, Block E-2. AB 752 TRB of N/2 AC: 3.31.

Existing Land Use: Vacant **Existing Zoning:** R-1

Acreage or Square Footage of Property: 3.31 acres

Zoning Requested: AM.

Proposed Development: medical offices.

If property is not subdivided, will preliminary plat be submitted? Yes _____ No ✓

B. Veena Ravi
Applicant's Signature

7/5/17.
Date

Filing Fee: $481
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

For City Use Only

M+B map 40

Zone Case No.: 3322 **Agenda No.:** _____

Request for zoning change from: R-1 **To:** AM

3.31 Acres of unplatted land out of Block E-2 section 20

on Lot(s): _____ **Block(s):** _____

Subdivision: _____ **Address:** 2702 98th St

VS vs.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***3322***

In Favor of ✓

Opposed ___

Reasons and/or Comments: AM Zoning makes more sense because it is a 7 lane Rd on 98th St. This Zone change will bring some business to the area and City

Print Name RANADHIRRAMREDDY GAVVA

Signature: [signature]

Address: 3903 75th Pl Lubbock TX 79423

Address of Property Owned: 3001 98th St

7 of 16

RECEIVED
JUL 26 2017
BY:----------

Zone Case Number: **3322** 1817
GAVVA, RANADHIRRAMREDDY
3903 75TH PL

LUBBOCK TX 79423

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***3322***

In Favor of Yes

Opposed ____

Reasons and/or Comments:

Print Name RANADHIR RAM REDDY GAVVA

Signature: [signature]

Address: 3001 98th St Lubbock TX 79424

Address of Property Owned: ____

Zone Case Number: **3322** 1817
GAVVA, RANADHIRRAMREDDY
3903 75TH PL

LUBBOCK TX 79423

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***3322***

In Favor of Yes

Opposed ___

Reasons and/or Comments:

Print Name VEENA BODHIREDDY

Signature: B. Veena

Address: 3903 75th Pl Lubbock TX 79423

Address of Property Owned: 2702, 98th St Lubbock TX 79424.

Zone Case Number: **3322** 81482
BODHIREDDY VEENA & HIMA B RAVI &
SRINIVAS P KADIYALA
3903 75TH PL

LUBBOCK TX 79423-1127

Regular City Council Meeting **7. 6.**

Meeting Date: 10/12/2017

Information

Agenda Item

Resolution - Planning: Consider a resolution approving and granting a variance from the applicable 300 feet minimum distance provisions of City of Lubbock Ordinance 2009-O0060, at the location of 2002 Broadway Avenue, for an alcoholic beverage permit for Broadway Concepts, LLC.

Item Summary

Effective August 8, 2009, Ordinance 2009-O0060 amended Section14.01.007 (Section 18-11), Alcoholic beverages - Sale near church, school or hospital, in Chapter 14, Offences - Miscellaneous, of the City of Lubbock Code of Ordinances, related to businesses who obtain a permit from the Texas Alcohol Beverage Commission (TABC) for the sale of alcohol. As part of the ordinance, the City Council adopted a standard which prohibits any business, that is within 300 feet of any public or private school (K-12), measured from the property lines of each tract, from having a permit issued by TABC. The City Council may consider a variance to the 300 feet rule as set forth in the Texas Alcoholic Beverage Code.

The request for a variance is from Broadway Concepts LLC, located at 2002 Broadway Avenue, which is approximately 300 feet from Broadway Church of Christ and Lubbock I.S.D.'s Pete Ragus Aquatic Center. A request for a new permit for on-premise alcohol sales at this location is now pending, and the Planning staff required the separation variance request.

The City Council has wide discretion in considering whether to grant a variance. The following issues may be considered by the City Council, as noted by the State of Texas statute providing for the variance process:
1) The enforcement of the regulation in a particular instance is not in the best interest of the public.
2) The regulation constitutes waste or inefficient use of land or other resources.
3) The regulation creates an undue hardship on the applicant, does not serve its intended purpose or is not effective or necessary.
After consideration of the health, safety, and welfare of the public and the equity of the situation, the variance may be granted for any other reason, if the governing body finds it to be in the best interest of the community. Rodney Thomas of Broadway Church of Christ, and Dr. Berhl Robertson, Lubbock I.S.D. Superintendent, have been notified by letter of the request.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Broadway Concepts
Map - Broadway Concepts LLC

RESOLUTION

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

THAT the City Council, as the governing board of the City of Lubbock, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, after consideration of the health, safety, and welfare of the public and the equities of the situation, finds and determines herein that it is in the best interest of the community to approve and grant a variance, and hereby grants a variance, from the applicable provisions of City of Lubbock Ordinance No. 2009-O0060 at the following location: **Broadway Concepts, LLC, 2002 Broadway**, Lubbock, Texas. This variance shall remain in effect for so long as: 1) a **Food & Beverage Cert. permit [FB]**, 2) **Catering permit [CB],** 3) **Mixed Beverage Restaurant with Food & Beverage permit [RM]** and 4) a subsequent like use, if any, are in effect at the above-referenced location.

Passed by the City Council this _____ day of _____, 2017.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

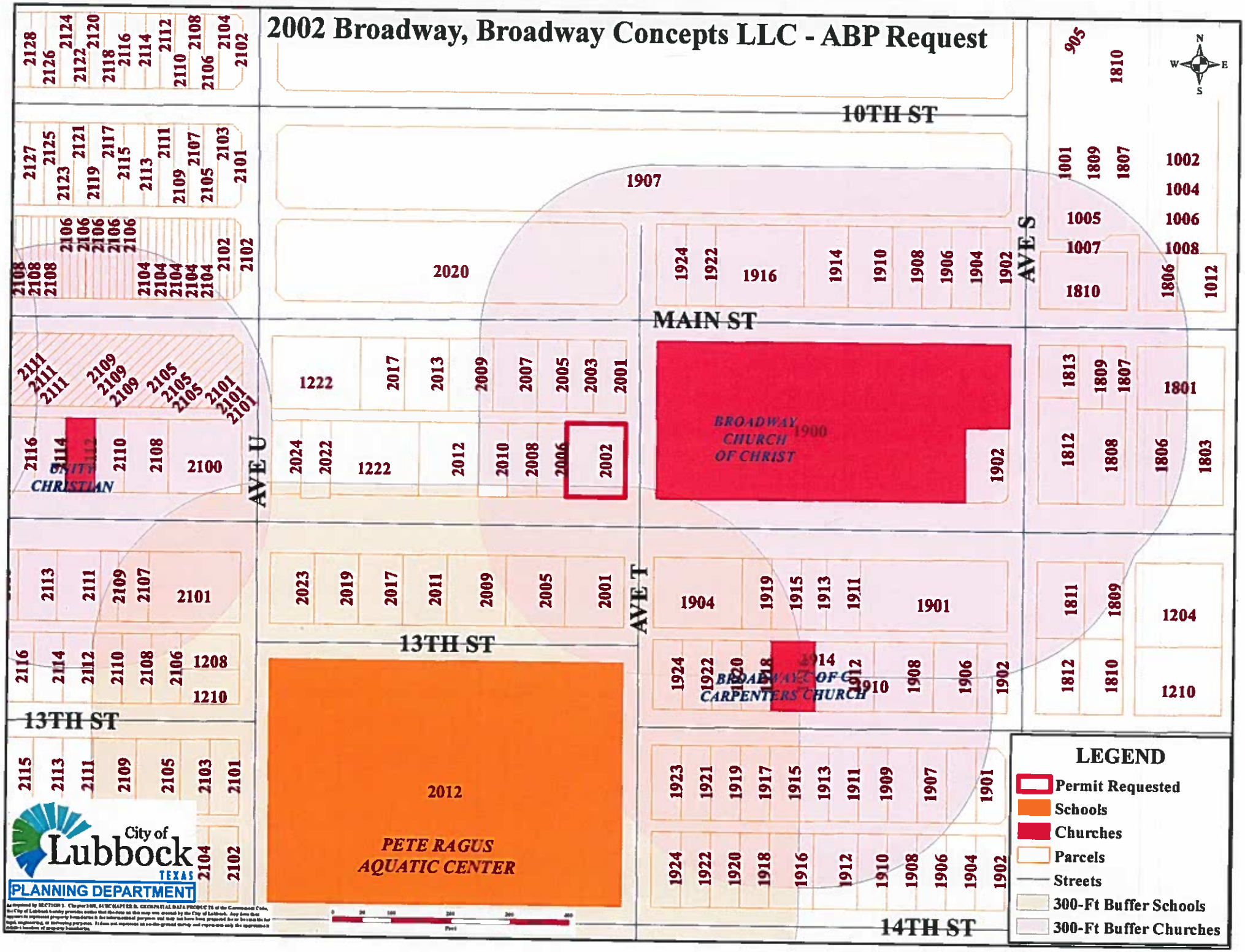
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning & Zoning

APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/ccdocs/Justin/Resolutions/RES.Variance-Broadway Concepts
September 22, 2017


2002 Broadway, Broadway Concepts LLC - ABP Request
10TH ST
MAIN ST
13TH ST
13TH ST
14TH ST
AVE U
AVE T
AVE S
1907
2020
1916
1900
BROADWAY CHURCH OF CHRIST
2012
PETE RAGUS AQUATIC CENTER
BROADWAY CHURCH OF CHRIST CARPENTERS CHURCH
UNITY CHRISTIAN
City of Lubbock TEXAS
PLANNING DEPARTMENT
LEGEND
Permit Requested
Schools
Churches
Parcels
Streets
300-Ft Buffer Schools
300-Ft Buffer Churches

MWM architects

9-18-17

Restaurant on Broadway
2002 Broadway Ave.
Lubbock, Texas 79401

Variance Request for a Restaurant Serving Alcohol

Mr. Drew Paxton,

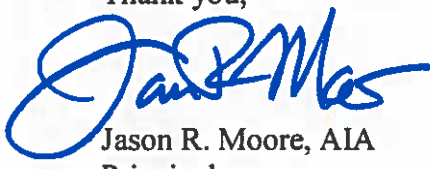
MWM architects Inc. is representing a client who is proposing buying the property at 2002 Broadway (the old College Flowers building). The intended use of the property will be a full service restaurant that will serve alcohol. We are assisting the owner with his due diligence prior to the purchase and noticed some issues that will require variance requests. The main issues we see with a restaurant at this location is the proximity to a church and the lack of parking on the existing site.

Broadway Church of Christ, which is located east across Ave T, is currently considering support for this project. The church has stated they may support a restaurant of the kind we are proposing both in alcohol sales and in a shared parking agreement with their parking lot. We are currently working with the Church Elders on an agreement/support letter and will provide it to your office prior to any Variance Request hearings.

Scope of Work:
Completely remodel the existing building and improve the landscaping (no additional square feet planned) as required for full service restaurant serving alcohol and utilizing the existing outdoor gated patio. This type of facility requires a large of amount of parking not available on the existing site. We are currently working with Broadway Church of Christ on a letter of agreement to contract parking spaces from their property in order to satisfy City Zoning requirements. We have also contacted TABC and obtained a Pre-qualification package (attached) for your review.

Our hope is that we can get on the Thursday, October 12th City Council Agenda and the Thursday, October 19th ZBA Agenda to present our variance requests on these two matters. Please let me know if you have any questions or need additional information.

Thank you,



Jason R. Moore, AIA
Principal
MWM Architects, Inc.
2022 Broadway
Lubbock, Texas 79410

MWM Architects, Inc.
2022 Broadway Street
Lubbock, Texas 79401
Phone (806)745-7707 Fax (806)745-7620
Fed Tax ID #75-1777368

Melanie P. Meixner, AIA
Jason R. Moore, AIA
Stephen L. Faulk, AIA
Joel P. Robinett, P.E.

"The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as an architect in Texas."
Texas Board of Architectural Examiners P.O. Box 12337 Austin, TX 78711-2337 Telephone: (512)305-9000 Fax: (512) 305-8900

City of Lubbock TEXAS

09/22/2017

Pete Ragus Aquatic Center
Berhl Robertson
1628 19th Street
Lubbock, TX 79401

Re: City Council hearings on variance for an on premise alcohol permit within 300 feet of a school.

Dear Mr. Robertson:
On August 8, 2009 the City of Lubbock completed an ordinance that amends the Zoning Code for particulars related to businesses that obtain a permit from the Texas Alcohol Beverage Commission (TABC) for the sale of alcohol. As a part of the ordinance, the City Council adopted a standard that prohibits any business that is three hundred (300) feet or less from a public school, measured from property lines of each tract, from having a permit issued by the TABC. When the Council adopted the spacing rule, the "governing body" (Council) of the City may consider a variance to the 300 foot rule as outlined in the Section 18-11, "Offenses – Misc." in the City of Lubbock Code of Ordinances. The following is to be discussed October 12, 2017:

- Broadway Concepts LLC is requesting an on premise alcoholic beverage permit in conjunction with the proposed location at 2002 Broadway Avenue. The proposed establishment space is within 300 feet of Pete Ragus Aquatic Center.

The Lubbock City Council will consider this request as a regular agenda item. This letter is required for notice and invites a response from Berhl Robertson from Pete Ragus Aquatic Center regarding the proposal. As such, there is no set time for consideration by the Council. The item is not a public hearing. If you care for a representative of Pete Ragus Aquatic Center to be available for any questions from Council, that person should be here at 5:15 p.m. to respond if any questions are asked. Feel free to check with me early that week to see if I can verify a tighter time frame of the placement of the item on the agenda.

Sincerely yours,

Drew Paxton
Director of Planning
806-775-3029

City of Lubbock TEXAS

09/22/2017

Broadway Church of Christ
Rodney Thomas
1924 Broadway Street
Lubbock, TX 79401

Re: City Council hearings on variance for an on premise alcohol permit within 300 feet of a daycare.

Dear Mr. Thomas:
On August 8, 2009 the City of Lubbock completed an ordinance that amends the Zoning Code for particulars related to businesses that obtain a permit from the Texas Alcohol Beverage Commission (TABC) for the sale of alcohol. As a part of the ordinance, the City Council adopted a standard that prohibits any business that is three hundred (300) feet or less from a public school, measured from property lines of each tract, from having a permit issued by the TABC. When the Council adopted the spacing rule, the "governing body" (Council) of the City may consider a variance to the 300 foot rule as outlined in the Section 18-11, "Offenses – Misc." in the City of Lubbock Code of Ordinances. The following is to be discussed October 12, 2017:

- Broadway Concepts LLC is requesting an on premise alcoholic beverage permit in conjunction with the proposed location at 2002 Broadway Avenue. The proposed establishment space is within 300 feet of Broadway Church of Christ.

The Lubbock City Council will consider this request as a regular agenda item. This letter is required for notice and invites a response from Rodney Thomas from Broadway Church of Christ regarding the proposal. As such, there is no set time for consideration by the Council. The item is not a public hearing. If you care for a representative of Broadway Church of Christ to be available for any questions from Council, that person should be here at 5:15 p.m. to respond if any questions are asked. Feel free to check with me early that week to see if I can verify a tighter time frame of the placement of the item on the agenda.

Sincerely yours,

Drew Paxton
Director of Planning
806-775-3029

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

Meeting Date: 10/12/2017

Information

Agenda Item

Resolution - Planning: Consider a resolution approving and granting a variance from the applicable 300 feet minimum distance provisions of City of Lubbock Ordinance 2009-O0060 at the location of 11814 Indiana Avenue, for an alcoholic beverage permit for Harrigan's.

Item Summary

Effective August 8, 2009, Ordinance 2009-O0060 amended Section14.01.007 (Section 18-11), Alcoholic beverages - Sale near church, school or hospital, in Chapter 14, Offences - Miscellaneous, of the City of Lubbock Code of Ordinances, related to businesses who obtain a permit from the Texas Alcohol Beverage Commission (TABC) for the sale of alcohol. As part of the ordinance, the City Council adopted a standard which prohibits any business, that is within 300 feet of any public or private school (K-12), measured from the property lines of each tract, from having a permit issued by TABC. The City Council may consider a variance to the 300-feet rule as set forth in the Texas Alcoholic Beverage Code.

The request for a variance is from Harrigan's, located at 11814 Indiana Avenue, which is approximately 300 feet from Cooper I.S.D. Laura Bush Middle School. A request for a new permit for on-premise alcohol sales at this location is now pending, and the Planning staff required the separation variance request. The City Council has wide discretion in considering whether to grant a variance.

The following may be considered by the City Council, as noted by the State of Texas statute providing for the variance process:
1) The enforcement of the regulation in a particular instance is not in the best interest of the public.
2) The regulation constitutes waste or inefficient use of land or other resources.
3) The regulation creates an undue hardship on the applicant, does not serve its intended purpose, or is not effective or necessary.
After consideration of the health, safety, and welfare of the public, and the equity of the situation, the variance may be granted for any other reason, if the governing body finds it to be in the best interest of the community. Cooper I.S.D Superintendent, Keith
Bryant, has been notified by letter of this request.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Harrigan's
Map - Harrigans

RESOLUTION

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

THAT the City Council, as the governing board of the City of Lubbock, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, after consideration of the health, safety, and welfare of the public and the equities of the situation, finds and determines herein that it is in the best interest of the community to approve and grant a variance, and hereby grants a variance, from the applicable provisions of City of Lubbock Ordinance No. 2009-O0060 at the following location: **Harrigans, 11814 Indiana Avenue**, Lubbock, Texas. This variance shall remain in effect for so long as: 1) a **Mixed Beverage Restaurant with Food & Beverage permit [RM]**, 2) **Mixed Beverage Late Hours permit [LB],** and 3) a subsequent like use, if any, are in effect at the above-referenced location.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

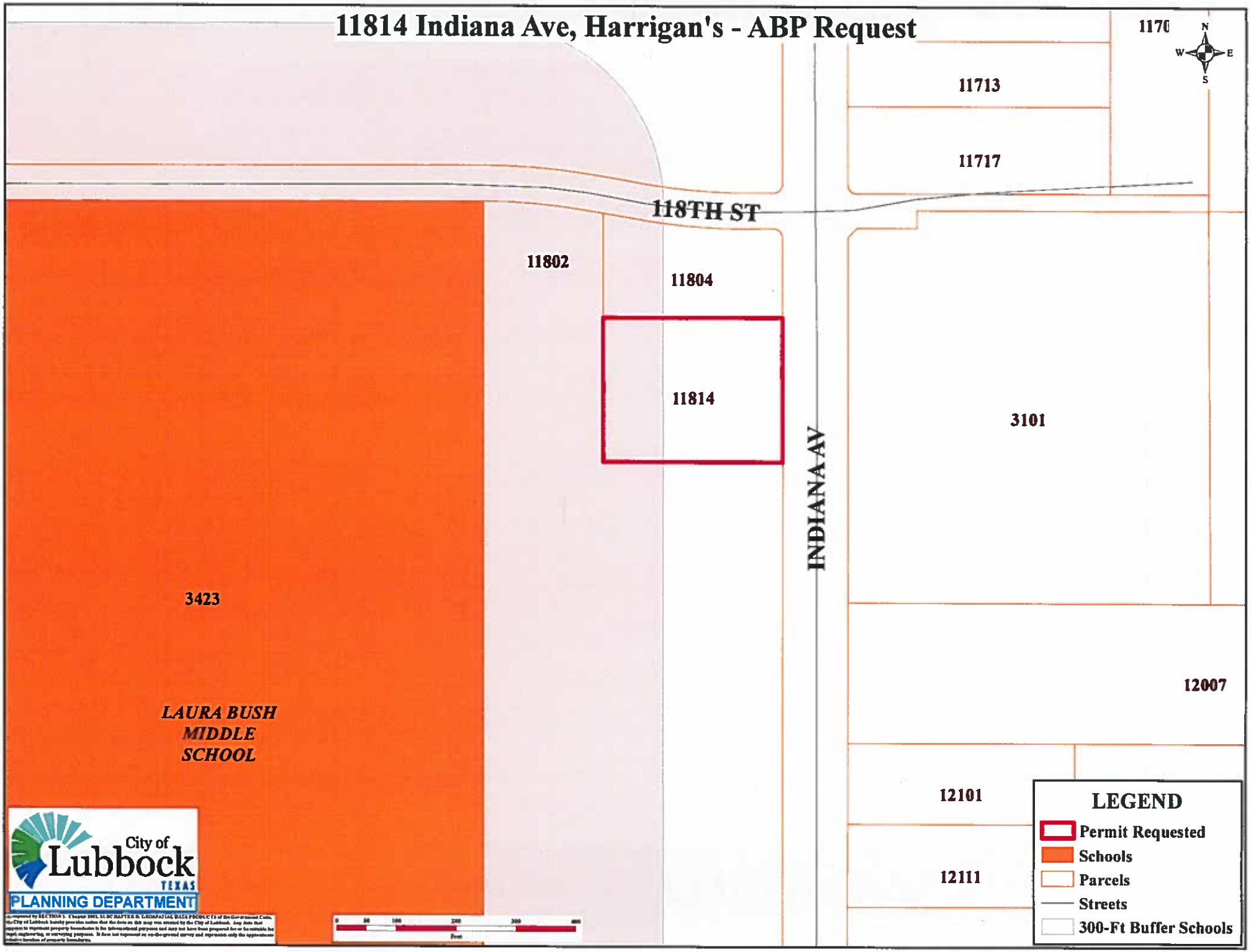
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning & Zoning

APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/ccdocs/Justin/Resolutions/RES Variance-Harrigans
September 26, 2017


11814 Indiana Ave, Harrigan's - ABP Request
1170
11713
11717
118TH ST
11802
11804
11814
3101
INDIANA AV
3423
LAURA BUSH
MIDDLE
SCHOOL
12007
12101
12111
N
W
E
S
LEGEND
Permit Requested
Schools
Parcels
Streets
300-Ft Buffer Schools
City of
Lubbock
TEXAS
PLANNING DEPARTMENT

Mr. Paxton,

On Behalf of Cooper Plaza, LLC we are formally requesting a separation variance for "Harrigan's" and the Laura Bush Middle School. Harrigan's will be a Class "A" dining Restaurant with a small bar. Harrigan's reputation is Lubbock is well know for it's fine food and peaceful lowlight atmosphere.

Thank You,

Kevin Watt
806-778-5072

City of Lubbock TEXAS

09/26/2017

Laura Bush Middle School
Keith Bryant
16302 Loop 493
Lubbock, TX 79423

Re: City Council hearings on variance for an on premise alcohol permit within 300 feet of a school.

Dear Mr. Bryant:
On August 8, 2009 the City of Lubbock completed an ordinance that amends the Zoning Code for particulars related to businesses that obtain a permit from the Texas Alcohol Beverage Commission (TABC) for the sale of alcohol. As a part of the ordinance, the City Council adopted a standard that prohibits any business that is three hundred (300) feet or less from a public school, measured from property lines of each tract, from having a permit issued by the TABC. When the Council adopted the spacing rule, the "governing body" (Council) of the City may consider a variance to the 300 foot rule as outlined in the Section 18-11, "Offenses – Misc." in the City of Lubbock Code of Ordinances. The following is to be discussed October 12, 2017:

- Harrigan's is requesting an on premise alcoholic beverage permit in conjunction with the proposed location at 11814 Indiana Avenue. The proposed establishment space is within 300 feet of Laura Bush Middle School.

The Lubbock City Council will consider this request as a regular agenda item. This letter is required for notice and invites a response from Keith Bryant from Laura Bush Middle School regarding the proposal. As such, there is no set time for consideration by the Council. The item is not a public hearing. If you care for a representative of Laura Bush Middle School to be available for any questions from Council, that person should be here at 5:15 p.m. to respond if any questions are asked. Feel free to check with me early that week to see if I can verify a tighter time frame of the placement of the item on the agenda.

Sincerely yours,

Drew Paxton
Director of Planning
806-775-3029

City of Lubbock TEXAS

09/26/2017

Laura Bush Middle School
Edna Parr
3425 118th Street
Lubbock, TX 79423

Re: City Council hearings on variance for an on premise alcohol permit within 300 feet of a school.

Dear Ms. Pharr:
On August 8, 2009 the City of Lubbock completed an ordinance that amends the Zoning Code for particulars related to businesses that obtain a permit from the Texas Alcohol Beverage Commission (TABC) for the sale of alcohol. As a part of the ordinance, the City Council adopted a standard that prohibits any business that is three hundred (300) feet or less from a public school, measured from property lines of each tract, from having a permit issued by the TABC. When the Council adopted the spacing rule, the "governing body" (Council) of the City may consider a variance to the 300 foot rule as outlined in the Section 18-11, "Offenses – Misc." in the City of Lubbock Code of Ordinances. The following is to be discussed October 12, 2017:

- Harrigan's is requesting an on premise alcoholic beverage permit in conjunction with the proposed location at 11814 Indiana Avenue. The proposed establishment space is within 300 feet of Laura Bush Middle School.

The Lubbock City Council will consider this request as a regular agenda item. This letter is required for notice and invites a response from Edna Parr from Laura Bush Middle School regarding the proposal. As such, there is no set time for consideration by the Council. The item is not a public hearing. If you care for a representative of Laura Bush Middle School to be available for any questions from Council, that person should be here at 5:15 p.m. to respond if any questions are asked. Feel free to check with me early that week to see if I can verify a tighter time frame of the placement of the item on the agenda.

Sincerely yours,

Drew Paxton
Director of Planning
806-775-3029

Regular City Council Meeting **7. 8.**

Meeting Date: 10/12/2017

Information

Agenda Item

Ordinance 1st Reading - Public Works Traffic Engineering: Consider an ordinance amending Section 20.05.102 of the Code of Ordinances of the City of Lubbock, with regard to lowering the speed limit from 55 mph to 45 mph on North Milwaukee from the Northernmost City Limits to Erskine Street.

Item Summary

Section 20.05.102 of the Code of Ordinances is being revised to lower the speed limit adjacent to Legacy Elementary at the request of Frenship Independent School District (FISD) and City Staff. The reduced speed limit will address safety concerns adjacent to Legacy Elementary and will be consistent with the speed limit on Milwaukee Avenue south of Erskine Street.

Fiscal Impact

None

Staff/Board Recommending

Mark Yearwood, Assistant City Manager
L. Wood Franklin, P.E., Director of Public Works
Citizens Traffic Commission

Attachments

Speed Limit Ordinance Sept 2017

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 20.05.102 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO THE ESTABLISHMENT OF SPEED LIMITS; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interests of the health, safety and welfare of the citizens of the City of Lubbock to make the following amendment to Section 20.05.102 of the Code of Ordinances of the City of Lubbock, Texas in order to reflect a recent speed limit change; NOW THEREFORE:

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

SECTION 1. THAT Section 20.05.102, Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 20.05.102. Limits on specific Streets, Highways, etc., and portions thereof.

Pursuant to the provisions of Section 20.05.101, speed limits for specific streets, roads, highways and other vehicle ways and portions thereof within the city limits shall be as follows:

Line Item No.	***Lubbock Street Name (TxDOT Name)***	***Travel Direction***	***Speed Limit Description***	***Speed***
265	North Milwaukee Avenue	North & South	From the Northernmost City Limits to Erskine St.	45

SECTION 2. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 3. THAT violation of any provision of this Ordinance shall be a misdemeanor punishable by a fine not to exceed two hundred dollars ($200.00).

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

AND SO IT IS ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2017.

Passed by the City Council on second reading this_____ day of _____, 2017.

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:

Kelli Leisure, Assistant City Attorney

2017AmendmentSpeedLimitOrdinance

Regular City Council Meeting **7. 9.**

Meeting Date: 10/12/2017

Information

Agenda Item

Resolution - Emergency Management: Consider a resolution authorizing the Mayor to execute Purchase Order 10018926 for the purchase of mass notification system services, per GSA Contract GS-35F-0692P, by and between the City of Lubbock and Everbridge, Inc.

Item Summary

A mass notification system allows the City to quickly reach residents, staff, and personnel in public safety emergencies, as well as notifications of community events. The contract term is for 60 months with the option to renew for 24 months.

Fiscal Impact

The annual cost of this service is $66,702.94 and is available for this purpose in Emergency Management's FY 2016-17 Operating Budget.

Staff/Board Recommending

Lance Phelps, Fire Chief
Jay Parchman, Director Office of Emergency Management

Attachments

Resolution
PO EverBridge
Quote Everbridge

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. 10018926 for the purchase of Mass Notification Pro as per GSA No. GS-35F-0692P, by and between the City of Lubbock and Everbridge, Inc. of Los Angeles, California, 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:

_____
Jay Parchman, Director of Emergency Management

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

ccdocs/RES/10018926-PurchaseOrd.Everbridge
09.21.2017

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 09/14/2017
Order Number 10018926 000 OP
Branch/Plant 2261

TO:
EVERBRIDGE, INC.
PO BOX 740745
LOS ANGELES California 90074-0745

SHIP TO:
CITY OF LUBBOCK
CENTRAL FIRE STATION COMPLEX
RAUL SALAZAR
1515 EAST URSULINE
LUBBOCK Texas 79401

INVOICE TO: **CITY OF LUBBOCK**
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 09/13/2017 Freight
Requested 10/13/2017 Taken By S SUMMERS
Delivery PER J LONVICK REQ #50827 GSA #GS-35F-0692P

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Mass Notification Pro	1.000	66,702.9400	EA	66,702.94	10/13/2017

Total Order

Terms NET DUE ON RECEIPT 66,702.94

This purchase order encumbers funds in the amount of $66,702.94 awarded to EverBridge Inc., of Los Angeles, CA on _____, 2017. The following is incorporated into and made part of this purchase order by reference: Quotation Number Q-04640 dated May 31, 2017 from EverBridge, Inc. of Los Angeles, CA and GSA Contract #GS-35F-0692P. Resolution #_____

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

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. a. 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. a. 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 viciation 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 or 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 or 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 or 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 or 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. Whereever 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 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/departmental-websites/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.

31. House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

By accepting this purchase order, the Vendor (Professional or other applicable term defining the contracting party) verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

everbridge®
155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
tel: +1-818-230-9700
fax: +1-818-230-9505
www.everbridge.com

Quotation

Prepared for:
Jay Parchman
City of Lubbock, TX
City of Lubbock
PO Box 2000
Lubbock TX 79457
United States
Ph: (806) 775-3464
Fax:
Email: jparchman@mylubbock.us

Quote #: Q-04640
Date: 5/31/2017
Expires On: 10/16/2017
Confidential

Salesperson: Travis Scott
Phone: 818-275-5415
Email: travis.scott@everbridge.com

Contract Summary Information:	
Contract Period:	60 Months
Contract Option Years (in months)	24 Months

Contact Summary:

Household Count:	96,139
Employee Count:	

Year 1

QTY	DESCRIPTION	PRICE
1	Mass Notification Pro	USD 66,702.94
	Year 1 TOTAL:	USD 66,702.94

Pricing Summary:

Price:	USD 66,702.94
Year One Fees:	USD 66,702.94
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	**USD 66,702.94**

Ongoing Fees:

Year Two Fees:	USD 66,702.94
Year Three Fees:	USD 66,702.94
Year Four Fees:	USD 66,702.94
Year Five Fees:	USD 66,702.94

Option Years:

Contract Option Years (in months)	24 Months
Ongoing Annual Fees :	USD 66,702.94

Terms & Conditions

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of GSA Contract No. GS-35F-0692P and the GSA Approved End User License Agreement ("EULA"), the latter of which is attached hereto and incorporated by reference.
3. Subject to sales taxes where applicable.
4. The supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override GSA Contract No. GS-35F-0692P, or the EULA.

Supplemental Notes:
In compliance with Chapter 2270, Subtitle F, Title 10, Texas Government Code

Everbridge warrants that it is in compliance with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) it does not boycott Israel; and (2) it will not boycott Israel during the term of the contract.

Authorized by Everbridge:

Signature: _____ **Date:**

Name (Print): _____ **Title:** _____

To accept this quote, sign, date and return:

Signature: _____ **Date:**

Name (Print): _____ **Title:** _____

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!

everbridge

SYSTEM INCLUSION
Confidential

Everbridge Mass Notification for State and Local Government PRO

Everbridge Mass Notification PRO allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

Usage*

Unlimited Domestic Emergency Alerts and Testing Messages
Unlimited Domestic Non-Emergency Alerts Messaging

*Usage above applies to notifications generated through the Everbridge Manager user interface. Automated notifications are subject to additional fees.

Core Platform Access

Unlimited Administrators for web-based portal to initiate messages, reporting, and administration
Unlimited Administrators for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site (for Blackberry, etc.)
Three (3) Organization with unlimited nested static and dynamic groups
Access to Everbridge Elastic Infrastructure for message delivery
Custom branded community opt-in portal with custom fields and opt-in subscriptions
Flexible role-based access controls to manage user permissions
Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting
Access to Community Engagement to communicate Via Text, Email, And/Or Voice Messages and provide an easy way for residents to Text Opt-In (text zip-code or a keyword to 888-777)
Access to automated severe weather alerting from the National Weather Service via SMARTWeather for 1 (ONE) area no greater than a single County
Access to 1 (ONE) dedicated toll free number via Premium Audio Bulletin Board
Access to Auto-Translate, Missing Person and 10 Pre-built Message Guides

Key Notification Features

Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
One-screen broadcast creation workflow to speed message creation and reduce human error
Everbridge Network to access situational intelligence & notifications shared by other public and private groups
Publish notifications directly Facebook and Twitter and Websites and services that support API access via HTTPS using 'Web Posting'
Publish notifications directly to the Smartphones of residents and employees via Everbridge Mobile Application (fka ContactBridge)
Publish approved notifications directly to Google Public Alerts website
Access to IPAWS for authorized agencies
Contact filtering based on custom criteria and automatic address geo-coding for contacts
Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
Organization specific customizable caller ID, greetings, and broadcast settings
SMPP based SMS text messaging
Multi-language Text to Speech Engine and Custom Voice Recording
Real-time reporting for improved situational awareness and easier after action analysis
5 Live Operator Message Initiations per year
Interactive Dashboard for Organizational Activity Summary Unlimited Notification Templates
Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact API
Bulk Contact Management Automation via Secure FTP
Everbridge basic conference bridge codes
Auto translate, Boil water, Weather alert and 10 pre-built message guides

Set-up, Implementation & Support

Up to 10 total hours of a dedicated Implementation Specialist during a Standard Implementation
Self Service Administrative Set-up, Configuration and Default Preferences
Initial Member Data Upload and Test Broadcast Support
Unlimited Access to Everbridge University classes
24x7 Customer Support (phone, web, email)
Global Support/Operations Centers for Redundant Live Support

Regular City Council Meeting **7. 10.**

Meeting Date: 10/12/2017

Information

Agenda Item

Board Appointments - City Secretary: Consider a resolution authorizing the City Council to nominate board members to serve as Appraisal District Directors for the Lubbock Central Appraisal District

Item Summary

Section 6.03 of the Texas Property Tax Code establishes the selection process for the appraisal district directors. Before October 15, 2017, the presiding officer of the governing body shall submit the name(s) of nominees to the chief appraiser, and may submit its nominations by adopting a resolution stating the candidate for each position to be filled on the board of directors.
The City of Lubbock currently has five directors serving on the board:

Brady Goen
Greg Jones
Bobby McQueen
LeRoy Montoya
Noe Reynolds

All of the aforementioned are eligible for reappointment.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Resolution - Appraisal District Board Members
Attachments Board Appointements - LCAD

RESOLUTION

WHEREAS, Section 6.03 of the Tax Code of the State of Texas applies to and is controlling on the City of Lubbock, Texas, as a taxing unit; and

WHEREAS, there is created under the provisions of this statute, a Board of Directors to govern the Appraisal District. The City of Lubbock is desirous of nominating candidates to be placed on the ballot for election to this Board of Directors as provided by this statute; NOW THEREFORE,

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

1. THAT the following persons are nominated by the governing body of the City of Lubbock as candidates for positions on the Board of Directors of the Appraisal District created for the County of Lubbock:

_____ _____

_____ _____

_____

2. THAT the names of these candidates be submitted by the Mayor to the Chief Appraiser of the Appraisal District to be placed on the ballot for election to serve two-year terms beginning January 1, 2018.

Passed by the City Council this _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Jarrett Atkinson,
City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite,
First Assistant City Attorney

ms/District Appraisal Bd.res 09.27.2017

LUBBOCK CENTRAL APPRAISAL DISTRICT

TIM RADLOFF, RPA
Chief Appraiser / Administrator

OFFICE OF THE
CHIEF APPRAISER

September 7, 2017

Mr. Dan Pope
Mayor
City of Lubbock
P.O. Box 2000
Lubbock, TX 79457-0001

Dear Mr. Pope:

It is time once again to conduct the selection process for appraisal district directors. These directors shall serve two-year terms beginning January 1, 2018. Section 6.03 of the Texas Property Tax Code, establishes the selection process for appraisal district directors. This process is not an "election" governed by the Texas Election Code but an independent procedure unique to the property tax system. To be valid nominations MUST be by RESOLUTION of your GOVERNING BODY and submitted to the CHIEF APPRAISER BEFORE OCTOBER 15, 2017.

Your current board members, all of whom are eligible for re-appointment, are:

Brady Goen, Shallowater
Texas Boys Ranch and Farmer

LeRoy Montoya, Lubbock
Morgan Stanley

Greg Jones, Lubbock
Prosperity Bank, retired

Noe Reynolds, Lubbock
Noe's Automotive Service

Bobby McQueen, Lubbock
McQueen Company Realtors

The following are several important dates for the selection process as contained in Section 6.03 of the Texas Property Tax Code:

Before October 1 - The chief appraiser shall calculate the number of votes to which each taxing unit is entitled and shall deliver written notice; (1) to the county judge and each commissioner of the county served by the appraisal district; (2) to the presiding officer of the governing body of each city or town participating in the appraisal district, to the city manager of each city or town having a city manager, and to the city secretary or clerk, if there is one, of each city or town that does not have a city manager; and (3) to the presiding officer of the governing body of each school district participating in the district and to the superintendent of each school district.

Before October 15 - The presiding officer of the governing body of the unit shall submit the name(s) of the unit's nominee(s), if any, to the chief appraiser. (Each taxing unit that is entitled to vote **may nominate by resolution adopted by its governing body** one candidate for each position to be filled on the board of directors.)

Before October 30 - The chief appraiser shall prepare a ballot listing the candidates alphabetically according to the first letter in each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

Before December 15 - The governing body of each taxing unit entitled to vote shall determine its vote **by resolution and submit it to the chief appraiser**.

Before December 31 - The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results to the governing body of each taxing unit in the district and to the candidates. The chief appraiser shall resolve a tie vote by any method of chance.

Enclosed you will find the number of votes to which each taxing unit is entitled as prescribed by Section 6.03(e) of the Texas Property Tax Code. Thank you for your interest and participation in this selection process. If you have any questions concerning this matter, please contact me at your convenience.

Respectfully submitted,

Tim Radloff

Tim Radloff

Enclosure

cc: W. Jarrett Atkinson
Cheryl Brock

2017 CALCULATION OF VOTES TO SELECT FIVE DIRECTORS FOR THE LUBBOCK CENTRAL APPRAISAL DISTRICT

TAXING UNIT	2016 LEVY	PERCENTAGE 2016 LEVY TOTAL LEVY	X 1000	X Number of Directors	Number of Votes
Abernathy	130,792	0.03329%	0.33	5	2
Idalou	617,283	0.15715%	1.57	5	8
Lubbock	83,561,044	21.27365%	212.73	5	1,064
New Deal	195,333	0.04972%	0.49	5	2
Ransom Canyon	827,274	0.21061%	2.10	5	10
Shallowater	1,040,174	0.26481%	2.64	5	13
Slaton	1,386,142	0.35289%	3.52	5	18
Wolfforth	2,144,265	0.54590%	5.45	5	27
SCHOOLS					
Abernathy	866,268	0.22054%	2.20	5	11
Frenship	52,466,452	13.35733%	133.57	5	668
Idalou	3,387,664	0.86245%	8.62	5	43
Lorenzo	129,577	0.03298%	0.32	5	2
Lubbock-Cooper	39,500,084	10.05625%	100.56	5	503
Lubbock	125,151,266	31.86202%	318.62	5	1,593
New Deal	2,297,241	0.58485%	5.84	5	29
Roosevelt	2,809,070	0.71515%	7.15	5	36
Shallowater	4,178,943	1.06390%	10.63	5	53
Slaton	5,414,737	1.37852%	13.78	5	69
Southland	8,455	0.00215%	0.02	5	0
COUNTY					
Lubbock County	66,679,190	16.97573%	169.75	5	849
TOTALS	392,791,254	1.00000	1,000		5,000

Regular City Council Meeting **7. 11.**

Meeting Date: 10/12/2017

Information

Agenda Item

Board Appointments - City Secretary: Consider two appointments to the Annexation & Growth Advisory Committee, three appointments to the Appointments Advisory Board, one appointment to the Building Board of Appeals, one appointment to the Board of Health, one appointment to Civic Lubbock, Inc. Board of Directors, two appointments to the Model Codes & Construction Advisory Board, three appointments to the Museum & Arts Standing Sub-Committee, two appointments to the North Point Public Improvement District Advisory Board and five appointments to the Planning and Zoning Commission.

Item Summary

The North Point Public Improvement District Advisory Board consists of seven property owners or representatives of property owners within the North Point PID and are voted in by the North Point PID property owners. Elections for the two open seats on the North Point PID Advisory Board were conducted at the annual North Point PID Property Owners' meeting held on June 27, 2017. In accordance with the bylaws, each property owner within the North Point PID was given one vote per seat per lot owned. The North Point PID consists of 753 total lots, and 167 ballots were received. The newly appointed board members will each serve three-year terms.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

No file(s) attached.