

City of Lubbock, Texas
Regular City Council Meeting
Tuesday, August 11, 2020

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



W. Jarrett Atkinson, City Manager
Chad Weaver, City Attorney
Rebecca Garza, City Secretary

<http://www.mylubbock.us>

City Council Chambers, Citizens Tower, 1314 Avenue K, 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.

Pursuant to the Executive Orders of Governor Abbott, and other authority provided by the Texas Attorney General, the City Council will convene in-person and via video and/or teleconference.

2:00 p.m. - City Council convenes in City Council Chambers in Work Session regarding items for presentation and discussion on such issues that may require in-depth consideration by the City Council. No action will be taken by the City Council in Work Session.

1. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear before the meeting of the City Council, regarding Items 2.2, 2.3, and 2.4, on the Work Session Agenda, shall complete the sign-up form provided at the meeting, no later than 2:00 p.m.**

2. Hear and discuss presentations regarding the following and provide guidance to staff as appropriate.
 2. 1. Presentation and Update – Regional Monument of Courage

 2. 2. Presentation and discussion of the Proposed FY 2020-21 Operating Budget and Capital Program, and discuss all funds of the City, including but not limited to General Fund, Debt Service Fund, Internal Services, Enterprise Funds, Special Revenue Funds, Component Units, Related Entities, Debt and Debt Obligations, Capital Improvement Program, and related and associated items; and take action to direct the City Manager to make changes to said Budget.

2. 3. Coronavirus (COVID-19) Update and Discussion including, but not limited to, Financial Impact, Response, Operational Adjustments and Impacts, and Proposed Coronavirus Relief Fund (CRF) Programs
2. 4. Review the local State of Disaster and related restrictions

At the completion of the Work Session, City Council recesses into Executive Session.

3. Executive Session

3. 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.
 3. 1. 1. No.14-19-00060-CV – *Beck Steel, Inc. and John C. Beck v. City of Lubbock, Daniel M. Pope, in his official capacity as Mayor of the City of Lubbock, W. Jarrett Atkinson, in his official capacity as City Manager for the City of Lubbock, and Cheryl Brock, in her official capacity as Executive Director of Finance for the City of Lubbock*
 3. 1. 2. Cause No. 2019-536,848 – *Kailey Derting vs. Campus Living Property Interests, LLC dba The Cottages of Lubbock; Campus Living Villages US dba The Cottages of Lubbock; and the City of Lubbock.*
 3. 1. 3. Emergency Management
3. 2. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of its legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney to the Electric Utility Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code: (i) Certificate of Convenience and Necessity issues, including but not limited to Public Utility Commission Docket Nos. 48909 related to Order issued in the Application of the City of Lubbock through Lubbock Power & Light for Authority to Connect a Portion of its System with the Electric Reliability Council of Texas, Public Utility Commission Docket No. 47576; (ii) real property processes and acquisitions; (iii) legal issues regarding easement(s) herein listed on the agenda.
3. 3. Hold an executive session in accordance with V.T.C.A. Government Code § 551.072, to deliberate the purchase, exchange, lease, and value of real property, regarding Lubbock Power & Light transmission and distribution easements (Electric Utility Easements).
3. 4. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters, the appointment, employment, evaluation or reassignment of the following:

3. 4. 1. City Attorney
3. 4. 2. City Manager
3. 4. 3. City Secretary
3. 5. 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 Electric Utility Board.

Adjourn from Executive Session

4:30 p.m. - City Council reconvenes in Open Session in City Council Chambers.

4. Ceremonial Items

4. 1. Invocation
4. 2. Pledges of Allegiance
4. 3. Proclamations and Presentations
4. 3. 1. Presentation of a Special Recognition to David Weaver, as he retires from the South Plains Food Bank

4. 4. Board Recognitions:

Appointments Advisory Board

Monica Tracy

Building Board of Appeals

William Turner

Dickie Hudgens

Keep Lubbock Beautiful Advisory Committee

Christina Reid

Veterans Advisory Committee

Mike Caffey

Call to Order

5. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 5:00 p.m.**

6. **Minutes**
 6. 1. June 15, 2020 Special City Council Meeting - Electric Utility Board
July 2, 2020 Special City Council Meeting - Electric Utility Board
July 14, 2020 Regular City Council Meeting

7. **Consent Agenda - Items considered to be routine are 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.**
 7. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance No. 2020-O00097, Amendment 29, amending the FY 2019-20 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of Housing and Community Affairs (TDHCA), for the Community Services Block Grant (CSBG) Program and Coronavirus Aid, Relief, and Economic Security (CARES) Act, the Comprehensive Energy Assistance Program (CEAP) and Coronavirus Aid, Relief and Economic Security (CARES) Act, and for Community Services Block Grant State Discretionary Funds Grant Program; and respecting the operating budget for Market Lubbock, Inc. (MLI) - Lubbock Convention and Visitors Bureau (Visit Lubbock), and MLI - Lubbock Sports Authority; providing for filing; and providing for a savings clause.
 7. 1. 1. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Community Development Funding Contract 15411 and all related documents, with the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG) and Coronavirus Aid, Relief and Economic Security (CARES Act) (“CSBG-CV”) grant, to assist low-income persons and households affected by COVID-19 for Rental Assistance.
 7. 1. 2. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Community Development Funding Contract 15413 and all related documents, with the Texas Department of Housing and Community Affairs (TDHCA), for the Comprehensive Energy Assistance Program (CEAP) and Coronavirus Aid, Relief and Economic Security (CARES Act) (“CEAP-CV”) grant, to provide immediate utility assistance to low-income households affected by COVID-19.

7. 2. **Budget Ordinance Amendment - Finance:** Consider Budget Ordinance Amendment 30, amending the FY 2019-20 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services for COVID-19 Grant Program; providing for filing; providing for a savings clause and providing for passage on first reading as an emergency.
7. 3. **Budget Ordinance Amendment - Finance:** Consider Budget Ordinance Amendment 31, amending the FY 2019-20 Budget for municipal purposes respecting the General Fund and the Capital Fund to establish Capital Improvement Project 92672, Parking Garage; amend Capital Improvement Project 92369, Municipal Facilities Replacements/Renovations, amend Capital Improvement Project 92551, Public Safety Improvements, providing for filing; and providing for a savings clause.
7. 3. 1. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Contract 15261, with Hensel Phelps Construction Co., for General Contractor services for the construction of a Municipal Parking Garage.
7. 4. **Resolution - Purchasing and Contract Management:** Consider a resolution authorizing the Mayor to execute Intergovernmental Cooperative Purchasing Agreement 15427, with the State of Oklahoma's Office of Management Enterprise Services (OMES), to provide savings on products purchased by governmental entities.
7. 5. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing a 50-foot wide temporary drainage easement located in Section 30, Block AK, Lubbock County, Texas, 7726 Milwaukee Avenue.
7. 6. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing a 64-foot drainage easement located in Section 10, Block JS, Lubbock County, Texas, east of 1111 Upland Avenue, for a new development.
7. 7. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute Contract 15325, with Red River Construction, Co., for the construction of the Southeast Water Reclamation Plant - Plant 3 Improvements.
7. 8. **Resolution - Public Health Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 364372, for the purchase of laboratory equipment and supplies from Cepheid, for the City of Lubbock Health Department, due to an emergency.
7. 9. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Community Development Funding Contract 15412 and all related documents, with Catholic Charities, Diocese of Lubbock, for the Community Services Block Grant (CSBG) and Coronavirus Aid, Relief and Economic Security (CARES Act) ("CSBG-CV") grant administered by the Texas Department of Housing and Community Affairs (TDHCA) to provide rental assistance to low-income households affected by COVID-19.

7. 10. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Community Development Funding Contract 15414 and all related documents, with Lutheran Social Services of the South, Inc. (LSSS), for the Comprehensive Energy Assistance Program (CEAP) and Coronavirus Aid, Relief and Economic Security (CARES Act) ("CEAP-CV") grant administered by the Texas Department of Housing and Community Affairs (TDHCA), to provide immediate utility assistance to low-income persons and households affected by COVID-19.
7. 11. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Community Development Funding Contract 15364 and all related documents, with Planks A/C - Heat, to provide CEAP Heating and Cooling Unit Services Repair or Replacement to qualified low-income persons and families through the Comprehensive Energy Assistance Program (CEAP) administered by the Texas Department of Housing and Community Affairs (TDHCA).
7. 12. **Resolution - Aviation:** Consider a resolution rejecting all bids for the Terminal Apron Rehabilitation Project at Lubbock Preston Smith International Airport.
7. 13. **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute Purchase Order 27119338, for the purchase of five ProMaster paratransit vans from Creative Bus Sales, Inc., for Citibus.
7. 14. **Resolution - Public Transit Services:** Consider a resolution ratifying the actions of the Chief Financial Officer in executing a FY 2018, 2019, and 2020 Federal Transit Administration Section 5310 Grant (TX-2020-139-00) for Citibus, to help enhance the mobility of elderly individuals and individuals with disabilities.
7. 15. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Contract 15255, with AMCO Electric, for minor electrical repair services needed in City facilities.
7. 16. **Resolution - Facilities Management:** Consider a resolution authorizing the Mayor to execute Contract 15231, with Meers Pest Solutions, for pest control services for various City facilities.
7. 17. **Resolution - Lubbock Power & Light:** Consider a resolution approving the Electric Utility Easement from the High Plains Water Conservation District #1, consisting of 55 square feet, located at the north 3.92 feet of the west 7.13 feet of Lot Two (2), Block Twelve (12), and the north 3.92 feet of the east 6.87 feet of Lot Three (3), Block Twelve (12), Burleson and Osborn Addition to the City of Lubbock, according to the map, plat and/or dedicated deed thereof recorded in Volume 325, Page 297, Deed Records of Lubbock County, Texas, to the City of Lubbock and compensation of same.

7. 18. **Resolution - Lubbock Power & Light:** Consider a resolution approving the Electric Utility Easement from 168 Chicago L.P., d/b/a/ "The Fountains", consisting of a 0.1808 acre tract located in Tract "A", Fountains Addition, described in Volume 1844, Page 730, Deed Records of Lubbock County, and Tract "A" Newman Addition, described in Volume 1323, Page 752, Deed Records of Lubbock County, to the City of Lubbock and compensation of same.
7. 19. **Resolutions - City Manager:** Consider two resolutions authorizing the City Manager of the City of Lubbock to execute those certain Route Consent Agreements by and between the City of Lubbock and Oncor Electric Delivery Company LLC, regarding the modification to the Wadsworth-New Oliver-Farmland 345 kV electric transmission line route approved by the Public Utility Commission of Texas ("PUC") in PUC Docket No. 48909, across two tracts of land: 1) the City of Lubbock's South Water Treatment Plant, located in Section 72, Block S, T.T. R.R. Co. Survey, Abstract No. 1382, and being a part of a tract of land described in a General Warranty Deed and Assignment of Lease to the City of Lubbock, recorded in Document No. 2008038584 of the official public records of Lubbock County, Texas; and 2) the City of Lubbock's Hancock Land Application Site, located in League 3, Wilson County School Land Survey, Abstract No. 112, Lynn County, Texas, and being a part of a tract of land described as Tract 3 in League 3 of Exhibit "A" in a General Warranty Deed to the City of Lubbock, recorded in Volume 327, Page 264, of the official public records of Lynn County, Texas.
7. 20. **Ordinance Single Reading - City Secretary:** Consider an ordinance amending Ordinance No. 2020-00054 that postponed the City of Lubbock, Texas General Election to the November 3, 2020 Uniform Election Date; authorizing execution of the Election Order, providing for amendments to the Election Order, and providing for passage on first reading.
7. 21. **Resolution - City Secretary:** Consider a resolution adopting a voting system for use in any one or more elections ordered by the City of Lubbock, at all Early Voting and Election Day polling locations in Lubbock County.
7. 22. **Resolution - City Secretary:** Consider a resolution authorizing the City Secretary to transfer certain permanent videotape records to the Texas State Library and Archives Commission, for permanent retention at the Southwest Collection, Texas Tech University, to house, maintain and preserve as a Regional Historical Resource Depository; and to transfer certain non-permanent videotape records and related video equipment directly to the Southwest Collection at Texas Tech University.
7. 23. **Board Appointments - City Secretary:** Consider a resolution confirming the City Manager's appointment of Jimmy Castillo to the Civil Service Commission.
8. **Regular Agenda**
8. 1. **Resolution - City Council:** Consider a resolution continuing and affirming the Mayor's Declarations of Disaster regarding the COVID-19 (Coronavirus) pandemic.

8. 2. **Board Appointments - City Secretary:** Consider appointments to the North Point Public Improvement District (PID) Advisory Board.
8. 3. **Board Appointments - City Secretary:** Consider appointments to the Valencia Public Improvement District (PID) Advisory Board.
8. 4. **Board Appointments - City Secretary:** Consider appointments to the Bell Farms Public Improvement District (PID) Advisory Board.
8. 5. **Board Appointments - City Secretary:** Consider and take action on the appointments of the Chairperson and Vice-Chairperson for the Lubbock Water Advisory Commission.
8. 6. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2020-O0099, for Zone Case 0744-A, a request of Hugo Reed and Associates, Inc. for Audrey Daniel, for a zone change to Light Manufacturing District (M-1) from Single-Family District (R-1) at 7404 Martin Luther King Jr. Boulevard and 1508 East 74th Street, located north of East 76th Street and west of Martin Luther King Jr. Boulevard, Trigg Heights Addition, Block 1, Lots 1 and 2.
8. 7. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2020-O0100, for Zone Case 3412, a request of Hugo Reed and Associates, Inc. for Ford Development, for a zone change to Two-Family District (R-2) from Transition District (T), located north of Marsha Sharp Freeway and south of 50th Street, between Milwaukee Avenue and Upland Avenue, on 20.9 acres of unplatted land out of Block AK, Section 35.
8. 8. **Ordinance 2nd Reading - Planning:** Consider Ordinance No. 2020-O0101, for Zone Case 3413, a request of Stace Jones for Tom and Brenda Jones, for a zone change to Local Retail District (C-2) from High-Density Apartment District (A-2) and Two-Family District (R-2) at 2430, 2431, and 2434 25th Street, 2501, 2505, and 2509 University Avenue, 2433 26th Street, and 2430 and 2434 27th Street, located along the east side of University Avenue, extending from the north side of 25th Street to the north side of 27th Street, College Park Addition, Block 3, Lots 19-22, Wonderland Addition, Block 1, Lots 6-10 and Block 2, Lots 6-8, Deerwood Addition, Block 1, Lots 15-18.
8. 9. **Resolution - Planning:** Consider a resolution authorizing the Mayor to execute an Annexation Agreement with Four EC, LLC, for an area of land generally described as approximately seventy-two (72) acres, adjacent to the western city limits of the City of Lubbock, north of 50th Street and east of Alcove Avenue.
8. 10. **Ordinance 2nd Reading - Public Works Streets:** Consider Ordinance No. 2020-O0098, amending Chapter 40 “Zoning” of the Code of Ordinances regarding brick streets and alleys.

8. 11. **Ordinance 2nd Reading - Environmental Health:** Consider Ordinance No. 2020-O0102, amending Article 8.19 "Mobile Food Vendors" of the City of Lubbock Code of Ordinances, with respect to the permitting requirements of mobile food vendors.

8. 12. **Resolution - Finance:** Discussion concerning property tax rates and impact it may have on City operations, the FY 2020-21 Operating Budget and Capital Program and consideration of a resolution adopting a proposed tax rate that will result in additional revenues as outlined in Section 26.05 (d) of the Tax Code of the State of Texas, and setting the date for the public hearing to discuss the proposed tax rate.

Regular City Council Meeting

3. 5.

Meeting Date: 08/11/2020

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 Electric Utility Board.

Attachments

No file(s) attached.

Regular City Council Meeting

4. 4.

Meeting Date: 08/11/2020

Submitted By: Courtney Paz, City Secretary

Information

Summary

Board Recognitions:

Appointments Advisory Board

Monica Tracy

Building Board of Appeals

William Turner

Dickie Hudgens

Keep Lubbock Beautiful Advisory Committee

Christina Reid

Veterans Advisory Committee

Mike Caffey

Attachments

No file(s) attached.

Regular City Council Meeting

6. 1.

Meeting Date: 08/11/2020

Information

Agenda Item

June 15, 2020 Special City Council Meeting - Electric Utility Board

July 2, 2020 Special City Council Meeting - Electric Utility Board

July 14, 2020 Regular City Council Meeting

Attachments

6.15.2020 S EUB

7.2.2020 S EUB

7.14.2020

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
June 15, 2020
11:00 A.M.

The City Council of the City of Lubbock, Texas met in special session on the 15th of June, 2020, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas, and via video conference and teleconference, at 11:00 a.m.

11:05 A.M. CITY COUNCIL CONVENED

**City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas,
and via video conference/teleconference**

Present: Mayor Daniel M. Pope; Mayor Pro Tem Jeff Griffith; Council Member Juan A. Chadis; Council Member Randy Christian; Council Member Latrelle Joy; Council Member Steve Massengale; Council Member Shelia Patterson Harris; City Manager W. Jarrett Atkinson; City Secretary Rebecca Garza; City Attorney Chad Weaver

Council Members Randy Christian and Latrelle Joy attended the meeting via video conference. Council Member Shelia Patterson Harris arrived in Executive Session.

This was a meeting of the Electric Utility Board. A quorum of Council Members attended and participated in discussions during the meeting in which the board considered the following topics as shown below.

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

- *Citizen Comments 1.1-1.2; and Executive Session*
- *No quorum, of the City Council, was present for all other items.*

1. PUBLIC COMMENT

- 1. 1.** This period, of up to thirty minutes, is dedicated to public comment. Each member of the public will have three minutes to speak. Any member of the public that requires the assistance of a translator will have six minutes to speak. Comments must be limited to only those items posted on the Electric Utility Board agenda. Any member of the public wishing to speak shall sign up on the public comment sheet on the day of the Electric Utility Board Meeting. The Electric Utility Board shall follow the order of persons wishing to speak as listed on the sign-up sheet. If everyone who signed up to speak has been given an opportunity to speak and the thirty minutes designated for public comment has not been exhausted, the Electric Utility Board may, at its discretion, open the floor to anyone else wishing to address the Electric Utility Board, subject to all the same procedures and guidelines.

No one appeared to speak.

1. 2. Alternatively, any member of the public wishing to address the Electric Utility Board, regarding any matter posted on the Electric Utility Board Agenda, may submit a public comment by email at lpcitizencomments@mylubbock.us beginning at the time this agenda is publicly posted and no later than 9:00 a.m. on June 15, 2020. Each comment will be read aloud for a period of time not to exceed three minutes, in accordance with the practices and procedures of the Electric Utility Board.

Matt Rose, chief of staff for LP&L, read a comment (no name provided) that was submitted to the public comment email address.

2. **EXECUTIVE SESSION**

This meeting was called into a closed session at 11:14 a.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 12:30 p.m.

2. 1. Hold an executive session in accordance with V.T.C.A. Government Code § 551.086 on the following competitive matters of Lubbock Power & Light:
 2. 1. 1. Discuss and deliberate generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling.
 2. 1. 2. Discuss and deliberate proposals and strategies related to plans, studies, and analyses for system improvements, generation additions, or sales (other than transmission and distribution system improvements inside the service area for which LP&L is the sole certificated retail provider).
 2. 1. 2. 1. Consider and the Board will take possible action related to construction of electric transmission infrastructure, and real estate acquisitions regarding same, ordered integrated into ERCOT.
 2. 1. 3. Discuss and deliberate bidding and pricing information for purchased power, generation and fuel, purchased power agreements, and related services and strategies.
 2. 1. 4. Discuss and deliberate customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.
 2. 1. 5. Discuss and deliberate risk management information, contracts, and strategies, including fuel hedging and storage.
2. 2. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of its legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code (i) Certificate of Convenience and Necessity issues, including but not limited to Public Utility Commission Docket Nos. 48909 related to Order issued in the Application of the City of Lubbock through Lubbock Power & Light for Authority to Connect a Portion of its System with the Electric Reliability Council of Texas, Public Utility Commission Docket No. 47576; (ii) Southwestern Public Service Company tariff filing, Docket No. ER20-277-000, and protest regarding same; (iii) real property processes and acquisitions; (iv) power purchase agreements; (v)

legal issues regarding customer choice; and (vi) legal issues regarding contract(s) herein listed on the agenda.

2. 3. Hold an executive session in accordance with V.T.C.A. Government Code § 551.072, to deliberate the purchase, exchange, lease, and value of real property, regarding Lubbock Power & Light transmission and distribution easements (Electric Utility Easements).
2. 4. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074 to deliberate the appointment, employment, evaluation, reassignment, and duties of a public officer or employee (Director of Electric Utilities and General Counsel).

12:00 p.m. – Approximately - Following completion of the Executive Session, the Electric Utility Board will reconvene in open session to discuss the items listed below. It is anticipated that the open session will begin at 12:00 p.m. However, this is an approximation and the Board may begin the open session earlier or later depending on when the Executive Session is complete.

3. REGULAR SESSION

3. 1. The Board will approve the minutes from the Regular Electric Utility Board Meeting of May 19, 2020.

***This item was deleted.**

3. 2. Presentation and discussion of the update/report by the Director of Electric Utilities, or his designee, regarding customer service, business center practices, procedures and policies, customer concerns and complaints, billing forms and procedures, status of transmission and distribution projects, staffing levels, regulatory matters, outage issues, and operational performance metrics.

***This item was deleted.**

3. 3. Presentation and discussion of administrative, operational, and financial impacts and issues caused by or related to the COVID-19 pandemic, as well as measures implemented to mitigate or address the same.

***This item was deleted.**

3. 3. 1. Presentation and discussion regarding the suspension of disconnects during the COVID-19 pandemic, and resuming normal business practices.

***This item was deleted.**

3. 3. 2. Presentation and discussion regarding efforts to work with customers while resuming normal business practices, including but not limited to payment plans, and discussion regarding community resources available for utility assistance.

***This item was deleted.**

3. 4. Presentation and discussion of financial and capital statements, financing options, audits, and financial policies of Lubbock Power & Light relating to debt issuance issues, reserve account funding, cost allocation, revenue and expense projections, power cost recovery factor, customer metering, tariff and billing, and service issues.

***This item was deleted.**

4. **CONSENT AGENDA**

4. 1. The Board will consider a resolution authorizing the Purchasing Manager, or his designee, to execute a Purchase Order to Stuart C. Irby, RFP# 7154-20-ELD, for LP&L Dunbar Substation Equipment and Materials.

***This item was deleted.**

4. 2. The Board will consider a resolution authorizing the Purchasing Manager, or his designee, to execute a Purchase Order to Stuart C. Irby, RFP# 7155-20-ELD, for LP&L Yellow House Canyon Substation Equipment and Materials.

***This item was deleted.**

4. 3. The Board will consider a resolution authorizing the Purchasing Manager, or his designee, to execute a Purchase Order to Texas Electric Cooperatives, ITB# 7156-20-ELD, for LP&L Pad Mounted Switchgears.

***This item was deleted.**

4. 4. The Board will consider a resolution authorizing the Director of Electric Utilities to execute for and on behalf of the City of Lubbock, acting by and through Lubbock Power & Light (“LP&L”) that certain Fourth Amendment to Government and Public Affairs Agreement, by and between LP&L and HillCo Partners, regarding professional government and public affairs related consulting services.

***This item was deleted.**

12:30 P.M. CITY COUNCIL ADJOURNED

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

The June 15, 2020 Special City Council Meeting minutes were approved by the City Council on the 11th day of August, 2020.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

***This item was discussed, by the Board, without a quorum of Council Members present.**

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
July 2, 2020
12:00 P.M.

The City Council of the City of Lubbock, Texas met in special session on the 2nd of July, 2020, via video conference and teleconference, at 12:00 p.m.

12:11 P.M. CITY COUNCIL CONVENED
Via video conference and teleconference

Present: Mayor Daniel M. Pope; Council Member Randy Christian; Council Member Latrelle Joy; Council Member Steve Massengale; Council Member Shelia Patterson Harris; City Manager W. Jarrett Atkinson; City Secretary Rebecca Garza; City Attorney Chad Weaver

Absent: Mayor Pro Tem Jeff Griffith; Council Member Juan A. Chadis

Council Member Steve Massengale joined the meeting in Executive Session.
Council Member Shelia Patterson Harris left the meeting at 1:19 p.m.

This was a meeting of the Electric Utility Board. A quorum of Council Members attended and participated in discussions during the meeting in which the board considered the following topics as shown below.

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

- *Executive Session; Items 3.1-3.3*
- *No quorum, of the City Council, was present for all other items.*

1. **PUBLIC COMMENT** - Any member of the public wishing to address the Electric Utility Board, regarding any matter posted on the Electric Utility Board Agenda, may submit a public comment by email at plcitizencomments@mylubbock.us at the time this agenda is publicly posted and no later than 10:00 a.m. on July 2, 2020. Each comment will be read aloud for a period of time not to exceed three minutes, in accordance with the practices and procedures of the Electric Utility Board.

***This item was deleted.**

2. **EXECUTIVE SESSION**

This meeting was called into a closed session at 12:12 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 1:21 p.m.

2. 1. Hold an executive session in accordance with V.T.C.A. Government Code § 551.071, seeking the advice of its legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code: legal advice and counsel regarding procurement processes and recent request for proposal responses.
2. 2. Hold an executive session in accordance with V.T.C.A. Government Code § 551.074 to deliberate the appointment of a public officer or employee (Electric Utility Board).

12:30 p.m. – Approximately - Following completion of the Executive Session, the Electric Utility Board will reconvene in open session to discuss the items listed below. It is anticipated that the open session will begin at 12:30 p.m. However, this is an approximation and the Board may begin the open session earlier or later depending on when the Executive Session is complete.

3. **REGULAR SESSION**

3. 1. Presentation and discussion of update on administrative, operational, and financial impacts and issues caused by or related to the COVID-19 pandemic, as well as measures implemented to mitigate or address the same, including but not limited to the institution of the “Pay in 6” plan available to ratepayers.

Andy Burcham, chief financial officer for LP&L, gave a presentation on administrative, operational, and financial impacts, as they relate to the current Coronavirus (COVID-19) pandemic and answered questions from the Board.

3. 2. Presentation and discussion of lighting project request by the City Council of the City of Lubbock regarding the Broadway Tunnel street lights, and discuss financial implications of same.

David McCalla, chief executive officer for LP&L, gave a presentation on the Broadway Lights project and answered questions from the Board.

3. 3. The Board will consider Resolution No. EUB 2020-R0090 rejecting all proposals for the following public works requests for proposals: RFP 7158-20-ELD, regarding LP&L Dunbar Substation Construction Services; RFP 7159-20-ELD, regarding LP&L Yellow House Canyon Substation Construction Services; and RFP 7160-20-ELD, regarding LP&L Northeast Substation Construction Services.

Motion by Greg Taylor, seconded by Don Boatman, to approve Resolution No. EUB 2020-R0090.

Vote: 7 - 0 Motion carried by the Board.

Absent: Kevin McMahon

Kelly Turner

1:33 P.M. CITY COUNCIL ADJOURNED

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

The July 2, 2020 Special City Council Meeting minutes were approved by the City Council on the 11th day of August, 2020.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

***This item was discussed, by the Board, without a quorum of Council Members present**

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
July 14, 2020
1:30 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 14th of July, 2020, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 1:30 p.m.

1:38 P.M. CITY COUNCIL CONVENED

City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas

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

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

- *Citizen Comments 1; 2.1-2.3; Executive Session; 4.1-4.4; Citizen Comments 5; 6.1; 7.1-7.12; and 8.1-8.9.*
- *Item 2.4 was not addressed.*
- *No action was taken on item 8.1.*

- 1. Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear before the meeting of the City Council, regarding Item 2.3 and 2.4, on the Work Session Agenda, shall complete the sign-up form provided at the meeting, no later than 1:30 p.m.**

No one appeared to speak.

- 2. Hear and discuss presentations regarding the following and provide guidance to staff as appropriate**

- 2. 1. Lubbock Animal Services Update**

Megan Schroll, assistant director of animal services, gave a presentation to update the City Council on activities and services for Lubbock Animal Services. Bill Howerton, deputy city manager, gave comments and answered questions from City Council.

2. 2. Lubbock Police Department Academy and Continuing Training Program Update

John Caspell, assistant chief of police, gave a presentation on the Lubbock Police Department Academy and training programs for the Lubbock Police Department. Floyd Mitchell, police chief, gave comments and answered questions from City Council.

2. 3. Coronavirus (COVID-19) Update and Discussion including, but not limited to, Financial Impact, Response, Operational Adjustments and Impacts, and Proposed Coronavirus Relief Fund (CRF) Programs

Bill Howerton, deputy city manager, gave a presentation on statistics, response, financial impact, community outreach, City sponsored activities, and operational impacts as they relate to the current Coronavirus (COVID-19) pandemic, and answered questions from City Council.

2. 4. Review the local State of Disaster and related restrictions

This item was not addressed.

At the completion of the Work Session, City Council recesses into Executive Session.

3. Executive Session

The meeting recessed at 3:32 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 5:11 p.m., and the meeting was called to order at 5:19 p.m.

3. 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.

3. 1. 1. Housing Discrimination Complaint: HUD File No: 06-20-7764-8, related to Community Development and Planning

3. 1. 2. Case No. 5-20-CV-00053-H – *Raul Garcia v. City of Lubbock, et. al.*

3. 1. 3. Zone Case 3047-X

3. 1. 4. Emergency Management

3. 1. 5. City Council Policy and Procedure for Boards, Commissions, and Committees

3. 2. 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, Canadian River Municipal Water Authority Board of Directors, Electric Utility Board, Permit and License Appeal Board, and the Planning and Zoning Commission.

- 3. 3.** Hold an executive session in accordance with V.T.C.A. Government Code 551.086 on the following competitive matters of Lubbock Power & Light:
- 3. 3. 1.**
- a) Discuss and deliberate generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling.
 - b) Discuss and deliberate proposals and strategies related to plans, studies, and analyses for system improvements, generation additions, or sales (other than transmission and distribution system improvements inside the service area for which LP&L is the sole certificated retail provider).
 - Resolution No. 2020-R0213 related to construction of electric transmission infrastructure, and real estate acquisitions regarding same, ordered integrated into ERCOT.
 - c) Discuss and deliberate bidding and pricing information for purchased power, generation and fuel, purchased power agreements, and related services and strategies.
 - d) Discuss and deliberate customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.
 - e) Discuss and deliberate risk management information, contracts, and strategies, including fuel hedging and storage.

4:30 p.m. - City Council reconvenes in Open Session in City Council Chambers.

City Council reconvened at 5:11 p.m.

4. Ceremonial Items

4. 1. Invocation

Pastor Jorge Jorge, St. Lukes United Methodist Church, led the invocation.

4. 2. Pledges of Allegiance

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

4. 3. Proclamations and Presentations

4. 4. Presentation of a Special Recognition to Team Luke, declaring July as "Golf Cart Safety Awareness Month in Lubbock"

Mayor Pope presented a special recognition to Tim Siegel, with Team Luke, declaring July as "Golf Cart Safety Awareness Month" in Lubbock. Mr. Siegel gave comments on the importance of golf cart safety and encouraged all Lubbock citizens to practice safety when operating golf carts.

Call to Order

The meeting was called to order at 5:19 p.m.

5. **Citizen Comments - According to Lubbock City Council Rules, any citizen wishing to appear before a regular meeting of the City Council, regarding any matter posted on the City Council Agenda below, shall complete the sign-up form provided at the meeting, no later than 5:00 p.m.**

No one appeared to speak.

6. **Minutes**

6. 1. May 19, 2020 Special City Council Meeting - Electric Utility Board
June 9, 2020 Regular City Council Meeting
June 17, 2020 Special City Council Meeting - Coffee with the Mayor

Motion by Council Member Juan A. Chadis, seconded by Council Member Steve Massengale, to approve the May 19, 2020 Special City Council Meeting - Electric Utility Board minutes; the June 9, 2020 Regular City Council Meeting minutes; and the June 17, 2020 Special City Council Meeting - Coffee with the Mayor minutes.

Vote: 7 - 0 Motion carried

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

Motion by Council Member Latrelle Joy, seconded by Council Member Juan A. Chadis, to approve items 7.1-7.12.

Vote: 7 - 0 Motion carried

7. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance No. 2020-O0090, Amendment 28, amending the FY 2019-20 Budget for municipal purposes respecting civil service positions providing for filing; and providing for a savings clause.

7. 2. **Resolution - Engineering:** Resolution No. 2020-R0214 authorizing the Mayor to execute Contract 15230, with McKee Utility Contractors, Inc., for the construction of the Northwest Lubbock Drainage Improvements Project, Phase 3.

7. 3. **Resolution - Engineering:** Resolution No. 2020-R0215 authorizing the Mayor to execute Amendment No. 1 to Contract 14072, with Freese and Nichols, Inc., for providing Construction Phase Engineering Services during the construction of the Northwest Lubbock Drainage Improvements Project, Phase 3.

7. 4. **Resolution - Engineering:** Resolution No. 2020-R0216 authorizing the Mayor to execute Contract 15228, with Acme Electric Company, for the construction of the Southeast Water Reclamation Plant Electrical Improvements Project, Phase 2.

7. 5. **Resolution - Engineering:** Resolution No. 2020-R0217 authorizing the Mayor to execute Amendment No. 1 to Contract 14076, with Freese and Nichols, Inc., for providing construction phase services during the construction of the Southeast Water Reclamation Plant Electrical Improvements Project, Phase 2.
7. 6. **Resolution - Engineering:** Resolution No. 2020-R0218 authorizing the Mayor to execute Change Order No. 2 to Contract 14354, with Utility Contractors of America, Inc., for the construction of Canyon Lakes Sanitary Sewer Interceptor Rehabilitation, Phase 2.
7. 7. **Resolution - Public Works Traffic Engineering and Operations:** Resolution No. 2020-R0219 authorizing the Mayor to execute Contract 15335, with Ennis-Flint, Inc., for traffic paint to stripe City thoroughfares and collector streets.
7. 8. **Resolution - Business Development:** Resolution No. 2020-R0220 authorizing the Mayor to execute Contract 15366, with Tom's Tree Place, for the installation of a water well for irrigation in the North Slide Road Median within the North Point Public Improvement District (PID).
7. 9. **Resolution - Public Transit Services:** Resolution No. 2020-R0221 authorizing the Mayor to execute an amendment to the Interlocal Transit System Management Agreement with Texas Tech University, for campus bus service.
7. 10. **Resolution - GIS and Data Services:** Resolution No. 2020-R0222 authorizing the Mayor to execute a consultant contract, with the Lubbock Metropolitan Planning Organization (LMPO), to provide GIS data and demographic services to the LMPO.
7. 11. **Resolution - Fleet Operations:** Resolution No. 2020-R0223 authorizing the Mayor to execute Purchase Order 31053080, with Lubbock Truck Sales, for the purchase of a dump truck with a snowplow.
7. 12. **Resolution - City Council:** Resolution No. 2020-R0224 authorizing the Mayor to extend the duties of the Complete Count Committee until December 31, 2020.

8. Regular Agenda

8. 1. **Resolution - City Council:** Consider a resolution continuing and affirming the Mayor's Declarations of Disaster regarding the COVID-19 (Coronavirus) pandemic.

No action was taken on this item.

8. 2. **Board Appointments - City Secretary:** Consider appointments to the Appointments Advisory Board, Building Board of Appeals, Canadian River Municipal Water Authority Board of Directors, Citizens Traffic Commission, Keep Lubbock Beautiful Advisory Committee, Lubbock Water Advisory Commission, Permit and License Appeal Board, Planning and Zoning Commission, StarCare Board of Trustees, and the Veterans Advisory Committee.

Appointments Advisory Board: Motion by Council Member Steve Massengale, seconded by

Council Member Juan A. Chadis, to appoint Monica Tracy to replace Deborah Deary; and to reappoint Reggie Dial, Mary Gerlach, Jim Gomez, and Samantha Spitzer.

Vote: 7 - 0 Motion Carried

Building Board of Appeals: Motion by Council Member Randy Christian, seconded by Mayor Pro Tem Jeff Griffith, to reappoint Christopher Coke; to appoint Trey Strong to replace Aaron Daniel; to appoint William Turner to replace Roy Jones; and to promote Dickie Hudgens to replace Dale Parsley.

Vote: 7 - 0 Motion carried

Canadian River Municipal Water Authority Board of Directors: Motion by Council Member Steve Massengale, seconded by Council Member Latrelle Joy, to reappoint Jay House.

Vote: 7 - 0 Motion carried

Citizen Traffic Commission: Motion by Council Member Randy Christian, seconded by Council Member Shelia Patterson Harris to appoint Eric Burrell to replace Michelle Hunter; to appoint William Curnow to replace Lance Rampy; and to reappoint Herbert Williams.

Vote: 7 - 0 Motion carried

Keep Lubbock Beautiful Advisory Committee: Motion by Council Member Steve Massengale, seconded by Council Member Latrelle Joy to reappoint Daniel Johnson; to appoint Christina Reid to replace Jonathan Motsinger; and to appoint Tommy Patterson to replace Carolyn Wadley.

Vote: 7 - 0 Motion carried

Lubbock Water Advisory Commission: Motion by Council Member Randy Christian, seconded by Council Member Juan A. Chadis to reappoint Celeste Hoehne, Tom Sell, and Max Tarbox.

Vote: 7 - 0 Motion carried

Permit and License Appeal Board: Motion by Council Member Steve Massengale, seconded by Mayor Pro Tem Jeff Griffith to reappoint Jeffrey Vitale; and to appoint Mark Hallgren to replace Marcus Wooley.

Vote: 7 - 0 Motion carried

Planning and Zoning Commission: Motion by Council Member Steve Massengale, seconded by Mayor Pro Tem Jeff Griffith, to postpone this item to the August 4, 2020 City Council meeting.

Vote: 7 - 0 Motion carried

StarCare Board of Trustees: Motion by Council Member Randy Christian, seconded by

Council Member Latrelle Joy to reappoint William Carter, Robert Kazee, and Brian Shannon.

Vote: 7 - 0 Motion carried

Veterans Advisory Committee: Motion by Council Member Steve Massengale, seconded by Council Member Juan A. Chadis, to appoint Mike Caffey to replace Sara Henly.

Vote: 7 - 0 Motion carried

- 8. 3. Ordinance 2nd Reading - Planning:** Ordinance No. 2020-O0091, for Zone Case 355-A, a request of Hugo Reed and Associates, Inc. for Prudential Enterprises, LLC, for a zone change to Two-Family Residential District (R-2) from Commercial District (C-4), at 2917 Idalou Road, located west of Idalou Road on the south side of East 7th Street, on 1.1 acres of unplatted land out of Block O, Section 4.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council.

Motion by Council Member Latrelle Joy, seconded by Council Member Juan A. Chadis, to approve Ordinance No. 2020-O0091.

Vote: 7 - 0 Motion carried

- 8. 4. Ordinance 2nd Reading - Planning:** Ordinance No. 2020-O0092, for Zone Case 2557-C, a request of Estacado Interests for TRU 2005 REI, LLC, for a zone change to General Retail District (C-3) from Local Retail District (C-2) and Single-Family Residential District (R-1) at 6101 Slide Road, located north of South Loop 289 on the east side of Slide Road, Piedmont Addition, Tract F-1.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council.

Motion by Council Member Latrelle Joy, seconded by Council Member Juan A. Chadis, to approve Ordinance No. 2020-O0092.

Vote: 7 - 0 Motion carried

- 8. 5. Ordinance 2nd Reading - Planning:** Ordinance No. 2020-O0093, for Zone Case 2800-A, a request of Hugo Reed and Associates, Inc. for Prudential Enterprises, LLC, for a zone change to Two-Family Residential District (R-2) from Commercial District (C-4) at 1212 Martin Luther King Jr. Boulevard, located north of East 13th Street and west of Martin Luther King Jr. Boulevard, Lots 37-40, Block 1, Whitehead Addition.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council.

Motion by Council Member Latrelle Joy, seconded by Council Member Juan A. Chadis, to approve Ordinance No. 2020-O0093.

Vote: 7 - 0 Motion carried

- 8. 6. Ordinance 2nd Reading - Planning:** Ordinance No. 2020-O0094, for Zone Case 2895-P, a request of Robert Grimes, for a zone change to Local Retail District (C-2) from Garden Office District (GO) at: 8705, 8713, 8721, 8901, 8905, 8909, 8913, 8917, and 9103 Milwaukee Avenue, located north of 92nd Street and east of Milwaukee Avenue, Trails Garden Office Addition, Tracts A, B, D, E-1, F-1, H, I, and J.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council.

Motion by Council Member Latrelle Joy, seconded by Council Member Juan A. Chadis, to approve Ordinance No. 2020-O0094.

Vote: 7 - 0 Motion carried

- 8. 7. Ordinance 2nd Reading - Planning:** Ordinance No. 2020-O0095, for Zone Case 2933-G, a request of Chris Berry for Betenbough Homes, for a zone change to Two-Family Residential District (R-2) from Reduced-Setback Single-Family District (R-1A) with a Specific Use for Garden Homes and Two-Family Residential District (R-2) at 9701 Upland Avenue, located on the east side of Upland Avenue, north of 98th Street, on 9.539 acres of unplatted land out of Block AK, Section 27, proposed Quincy Park Addition, Lots 646-687.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council.

Motion by Council Member Latrelle Joy, seconded by Council Member Juan A. Chadis, to approve Ordinance No. 2020-O0095.

Vote: 7 - 0 Motion carried

- 8. 8. Ordinance 2nd Reading - Planning:** Ordinance No. 2020-O0096, for Zone Case 2995-DD, a request of Will Stephens for Matt Sefcik-5G Crownpoint, LLC, for a zone change to High-Density Apartment District (A-2) from Garden Office District (GO) at 7102 Ironton Avenue, located south of Ironton Avenue and west of Iola Avenue, on 2.33 acres of unplatted land out of Block AK, Section 29.

Bryan Isham, director of planning, gave a presentation and answered questions from City Council.

Motion by Council Member Latrelle Joy, seconded by Council Member Juan A. Chadis, to approve Ordinance No. 2020-O0096.

Vote: 7 - 0 Motion carried

- 8. 9. Resolution - City Manager:** Resolution No. 2020-R0225 authorizing the Mayor to execute Amendment No. 1 to the Lobbying Consulting Services Agreement, with Blackridge, to extend the terms of the agreement for an additional two years.

Bill Howerton, deputy city manager, gave comments and answered questions from City Council.

Motion by Council Member Latrelle Joy, seconded by Council Member Steve Massengale, to approve Resolution No. 2020-R0225.

Vote: 7 - 0 Motion carried

5:42 P.M. CITY COUNCIL ADJOURNED

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

The July 14, 2020 Regular City Council Meeting minutes were approved by the City Council on the 11th day of August, 2020.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary



Regular City Council Meeting

7. 1.

Meeting Date: 08/11/2020

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2020-000097, Amendment 29, amending the FY 2019-20 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of Housing and Community Affairs (TDHCA), for the Community Services Block Grant (CSBG) Program and Coronavirus Aid, Relief, and Economic Security (CARES) Act, the Comprehensive Energy Assistance Program (CEAP) and Coronavirus Aid, Relief and Economic Security (CARES) Act, and for Community Services Block Grant State Discretionary Funds Grant Program; and respecting the operating budget for Market Lubbock, Inc. (MLI) - Lubbock Convention and Visitors Bureau (Visit Lubbock), and MLI - Lubbock Sports Authority; providing for filing; and providing for a savings clause.

Item Summary

On July 28, 2020, the City Council approved the first reading of the ordinance.

1. Accept and appropriate \$550,091 from the TDHCA for the CSBG/CARES FY 2020 Grant.
2. Accept and appropriate \$970,441 from the TDHCA for the CEAP/CARES FY 2020 Grant.
3. Accept and appropriate \$20,248 from the TDHCA for the CSBG Discretionary Funds Grant.
4. Approve the amendments to the Adopted FY 2019-20 Operating Budget for Market Lubbock, Inc. (MLI) - Lubbock Convention and Visitors Bureau as shown in Exhibit A.
5. Approve the amendments to the Adopted FY 2019-20 Operating Budget for MLI - Lubbock Sports Authority as shown in Exhibit A.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 29

Exhibit A

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2019-20 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) FOR THE COMMUNITY SERVICES BLOCK GRANT (CSBG) PROGRAM AND CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES ACT) AND THE COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) AND CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT AND FOR THE COMMUNITY SERVICES BLOCK GRANT DISCRETIONARY FUNDING GRANT PROGRAM; AND RESPECTING THE OPERATING BUDGET FOR MARKET LUBBOCK, INC. (MLI) – LUBBOCK CONVENTION AND VISITORS BUREAU (VISIT LUBBOCK), AND MLI – LUBBOCK SPORTS AUTHORITY; 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

WHEREAS, the City Council deems it advisable to change the FY 2019-20 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 2019-20 (Budget Amendment #29) for municipal purposes, as follows:

- I. Accept and appropriate \$550,091 from the TDHCA for the CSBG/CARES FY 2020 Grant.
- II. Accept and appropriate \$970,441 from the TDHCA for the CEAP/CARES FY 2020 Grant.
- III. Accept and appropriate \$20,248 from the TDHCA for the CSBG Discretionary Funds Grant.
- IV. Approve the amendments to the Adopted FY 2019-20 Operating Budget for MLI – Lubbock Convention and Visitors Bureau as shown in Exhibit A.
- V. Approve the amendments to the Adopted FY 2019-20 Operating Budget for MLI – Lubbock Sports Authority as shown in Exhibit A.

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
Deputy City Attorney

Exhibit A
Visit Lubbock
(Convention and Visitors Bureau and Lubbock Sports)
Proposed Revised Budget
Fiscal Year 2019-20

	Approved Budget 2019-20	Approved CVB 2019-20	Approved Sports 2019-20	Proposed Revised Budget 2019-20	Proposed Revised CVB 2019-20	Proposed Revised Sports 2019-20
REVENUES						
Hotel/Motel Tax Revenue	4,377,903	3,301,644	1,076,259	3,054,492	2,303,579	750,913
HOT True-Up - CVB/LSA	-	-	-	289,657 ¹	218,448	71,209
Investment Income	25,097	19,074	6,023	25,097	19,074	6,023
Sale of Promotional Items	2,000	2,000	-	2,000	2,000	-
Advertising Income	-	-	-	-	-	-
Events Trust Fund Reimbursement	168,000	-	168,000	168,000	-	168,000
Event Revenue	53,000	-	53,000	53,000	-	53,000
Total Revenue Sources	4,626,000	3,322,718	1,303,282	3,592,246	2,543,101	1,049,145
Utilization of Net Assets	\$ -	-	-	303,904	258,319	45,585
Grant from CVB	-	(192,958)	192,958	-	(33,010)	33,010
TOTAL REVENUES	\$ 4,626,000	\$ 3,129,760	\$ 1,496,240	\$ 3,896,150	\$ 2,768,410	\$ 1,127,740
EXPENSES						
PERSONNEL						
Compensation	\$ 1,075,400	855,020	220,380	1,075,400 ²	855,020	220,380
Employee Benefits	\$ 243,100	199,900	43,200	243,100 ²	199,900	43,200
PERSONNEL SUBTOTAL	1,318,500	1,054,920	263,580	1,318,500²	1,054,920	263,580
ADMINISTRATIVE						
Bank Charges	1,500	1,200	300	1,500	1,200	300
Automobile	6,000	4,800	1,200	6,000	4,800	1,200
Pre-Employment	1,500	1,200	300	1,500	1,200	300
Professional Dues/Subscriptions	55,000	44,000	11,000	59,500 ³	47,600	11,900
Miscellaneous Expense	5,000	4,000	1,000	5,000	4,000	1,000
Professional Services	308,400	246,700	61,700	308,400	246,700	61,700
Insurance/Workers Comp.	10,000	8,000	2,000	10,000	8,000	2,000
Repairs and Maintenance	1,500	1,200	300	1,500	1,200	300
Capital Asset Purchase	30,800	24,640	6,160	30,800 ⁴	24,640	6,160
Business Meetings	2,000	1,600	400	2,000	1,600	400
ADMINISTRATIVE SUBTOTAL	421,700	337,340	84,360	426,200	340,940	85,260
OFFICE						
Postage and Shipping	5,000	4,000	1,000	5,000	4,000	1,000
Rent	105,600	84,500	21,100	105,600	84,500	21,100
Storage Fees	3,000	2,400	600	3,000	2,400	600
Supplies	28,500	22,800	5,700	28,500	22,800	5,700
Telephone	16,200	13,000	3,200	16,200	13,000	3,200
OFFICE SUBTOTAL	158,300	126,700	31,600	158,300	126,700	31,600
MARKETING/SALES						
Industry Conventions	101,000	80,800	20,200	66,000	52,800	13,200
Incentives	128,000	128,000	-	68,000	68,000	-
Local Membership Organizations	-	0	0	-	-	-
Convention and Sports Sales	617,500	317,500	300,000	291,650	142,850	148,800
Servicing Items	85,000	68,000	17,000	75,000	60,000	15,000
Site Tours	151,000	139,000	12,000	98,500	90,700	7,800
Marketing	995,000	796,000	199,000	970,000 ⁵	776,000	194,000
Public Relations	99,000	81,500	17,500	73,000	55,500	17,500
Sports Servicing	551,000	-	551,000	351,000	-	351,000
MARKETING/SALES SUBTOTAL	2,727,500	1,610,800	1,116,700	1,993,150	1,245,850	747,300
TOTAL OPERATING EXPENSE	\$ 4,626,000	\$ 3,129,760	\$ 1,496,240	\$ 3,896,150	\$ 2,768,410	1,127,740
	\$ -	\$ -	\$ -	\$ (0)	\$ -	-

Visit Lubbock
Schedule of Explanation for Selected Accounts
Proposed Revised Budget
Fiscal Year 2019-20

	Approved 2019-20	Proposed Revised 2019-20	Difference	Explanation
REVENUES				
1	4,377,903	3,054,492	(1,323,411)	Revised HOT revenue allocation from City due to Covid-19 Fiscal Year 2017-18 True-Up of HOT Revenue
	-	289,657	289,657	
2	-	303,904		Utilization of net assets needed to fund Visit Lubbock programs and events because of the revised HOT revenues due to Covid-1
EXPENSES				
3	55,000	59,500	4,500	Added features to contact management software to allow for information to be automatically uploaded to website
4	101,000	66,000	(35,000)	Funds that will not be needed due to closures because of Covid-19 that can be used to offset the reduced HOT revenue.
5	128,000	68,000	(60,000)	Funds that will not be needed due to closures because of Covid-19 that can be used to offset the reduced HOT revenue.
6	617,500	291,650	(325,850)	Funds that will not be needed due to closures because of Covid-19 that can be used to offset the reduced HOT revenue.
7	85,000	75,000	(10,000)	Funds that will not be needed due to closures because of Covid-19 that can be used to offset the reduced HOT revenue.
8	151,000	98,500	(52,500)	Funds that will not be needed due to closures because of Covid-19 that can be used to offset the reduced HOT revenue.
9	995,000	970,000	(25,000)	Funds that will not be needed due to closures because of Covid-19 that can be used to offset the reduced HOT revenue.
10	99,000	73,000	(26,000)	Funds that will not be needed due to closures because of Covid-19 that can be used to offset the reduced HOT revenue.
11	551,000	351,000	(200,000)	Funds that will not be needed due to closures because of Covid-19 that can be used to offset the reduced HOT revenue.



Regular City Council Meeting

7. 1. 1.

Meeting Date: 08/11/2020

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Community Development Funding Contract 15411 and all related documents, with the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG) and Coronavirus Aid, Relief and Economic Security (CARES Act) (“CSBG-CV”) grant, to assist low-income persons and households affected by COVID-19 for Rental Assistance.

Item Summary

- Grantee: City of Lubbock
- Funding source: 2020 CSBG-CV from TDHCA
- Use of funds: This is a pass through grant from TDHCA.
- Allocation: \$550,091
- Terms: March 27, 2020 – July 30, 2021
- This is an electronic signature contract.

Fiscal Impact

The maximum amount allocated for the CSBG-CV program is \$550,091.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution

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, Community Development Funding Agreement 15411, and all related documents, between the City of Lubbock and the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG) and Coronavirus Aid, Relief and Economic Security (CARES Act) ("CSBG-CV") to assist low-income persons and households affected by COVID-19 for Rental Assistance. 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:



Karen Murfee, Community Development Director

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER **61200003328** FOR THE
FY 2020 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
and Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
CFDA#93.569

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: G-200ITXCSC3
Award Year (Year of Award from HHS to TDHCA): 2020
Unique Entity Identifier Number: 058213893

SECTION 1. PARTIES TO THE CONTRACT

This 2020 Community Services Block Grant Program and CARES ACT Contract Number **61200003328** ("Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas, ("Department") and **City of Lubbock** a political subdivision of the State of Texas ("Subrecipient") hereinafter the "Parties".

SECTION 2. CONTRACT TERM

This Contract shall commence on **March 27, 2020**, and, unless earlier terminated, shall end on **July 31, 2021**, unless extended by written agreement, ("Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE AND SERVICE AREA

A. Subrecipient's Service Area under this Contract consists of the following counties: **LUBBOCK**

B. Subrecipient throughout its Service Area shall implement a Community Service Block Grant Program ("CSBG") in accordance with the provisions of Chapter 106 of the Community Services Block Grant Act (42 U.S.C. §9901 *et seq.*) as amended by the "Community Services Block Grant Amendments of 1994" (Public Law 103-252) and the Coats Human Services Reauthorization Act of 1998 (Public Law 105-285) ("CSBG Act"); and Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) ("CARES Act"); Chapters 2105 and 2306 of the Texas Government Code ("State Act"); the implementing state regulations under Title 10, Part 1, Chapter 1, Chapter 2, and Chapter 6, Subchapters A and B of the Texas Administrative Code, as amended or supplemented from time to time ("CSBG State Rules"); and the Department's guidance related to CSBG. Subrecipient further agrees to comply with the Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements attached hereto as Addendum A, Certification Regarding Drug-Free Workplace Requirements attached hereto as Addendum B, Certification Regarding Environmental Tobacco Smoke attached hereto as Addendum C, Certification Regarding Debarment, Suspension and Other Responsibility Matter attached hereto as Addendum D; the assurances, certifications, and all other statements made by Subrecipient in its application for CSBG-CV funding under this Contract; and with all other terms, provisions, and requirements herein set forth. The certifications and addendums attached hereto are incorporated herein for all relevant purposes.

C. Subrecipient shall operate on an equitable basis throughout Subrecipient's service area and shall utilize CSBG-CV funds for the reduction of poverty, the revitalization of communities, and the empowerment of low-income families and individuals to become fully self-sufficient in accordance with the Organizational Standards adopted by the Department and as further reflected in 10 TAC §6.206. Subrecipient shall provide services and activities of the type specified in 42 U.S.C. §§9901, 9907 excluding subsection (c), and 9908.

- D. Subrecipient agrees to perform all activities in accordance with the community action plan, referenced in Section 34 of this Contract, the terms of the performance statement to be submitted with the community action plan amendment no later than July 15, 2020, and as approved by the Department (as may be amended from time to time in writing) and the budget to be submitted with the community action plan amendment no later than July 15, 2020, and as approved by the Department (as may be amended from time to time in writing).

SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS

- A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse the actual allowable costs incurred by Subrecipient during the Contract Term in an amount up to **\$550,091.00** in accordance with the budget as approved by the Department with the community action plan (as may be amended in writing), and the terms of this Contract.
- B. Any decision to obligate additional funds shall be made in writing by Department in its sole but reasonable discretion based upon the status of funding under grants to Department and Subrecipient's overall compliance with the terms of this Contract.
- C. Department's obligations under this Contract are contingent upon the actual receipt and availability by the Department of adequate CSBG and CARES Act ("CSBG-CV") funding from the U.S. Department of Health and Human Services ("HHS") and the State of Texas. If sufficient CSBG-CV funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract, and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.
- D. Department shall not be liable to Subrecipient for certain costs, including but not limited to costs which:
 - 1. have been reimbursed to Subrecipient or are subject to reimbursement to Subrecipient by any source other than Department;
 - 2. are not allowable costs, as set forth in the CSBG Act and the CARES Act;
 - 3. are not strictly in accordance with the terms of this Contract, including the addendums;
 - 4. have not been reported to Department within forty-five (45) calendar days following termination of this Contract;
 - 5. are not used to prevent, prepare for, or respond to the Coronavirus Disease 2019 pandemic ("COVID-19"); or are not incurred during the Contract Term.
- E. Department shall not release any funds under this Contract until Department has determined in writing that Subrecipient's fiscal control and fund accounting procedures are adequate to assure the proper disbursement and accounting for such funds.
- F. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for allowable costs actually incurred or performances rendered during the Contract Term for activities specified in the CSBG Act and the CARES Act.

SECTION 5. PAYMENT/CASH BALANCES

- A. REQUEST FOR ADVANCE. Subrecipient may request an advance for up to thirty (30) days. Subrecipient's request for cash advance shall be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient or an advance of \$5,000, whichever is greater. In carrying out the purpose of this Contract. Subrecipient must request an advance payment by submitting a properly completed monthly expenditure and performance report to Department through the electronic reporting system no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought, together with such supporting documentation as the Department may reasonably request.

- B. DISBURSEMENT PROCEDURES. Subrecipient shall establish procedures to minimize the time between the disbursement of CSBG-CV funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.
- C. DEPARTMENT OBLIGATIONS. Section 5(A) of this Contract notwithstanding, Department reserves the right to utilize a modified cost reimbursement method of payment, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all CSBG-CV funds if at any time (1) Subrecipient maintains cash balances in excess of need or requests advance payments in excess of thirty (30) days need, (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient, (3) Subrecipient owes the Department funds, or (4) Subrecipient violates any of the terms of this Contract.
- D. ALLOWABLE EXPENSES. All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable expenditures to be used for the exclusive benefit of the low-income population not to exceed 200% of the official poverty line for services of Subrecipient's Service Area incurred during the Contract Term. In addition, Subrecipient may incur costs for activities associated with the closeout of the Contract for a period not to exceed forty-five (45) calendar days from the end of the Contract Term.
- E. REFUND. Subrecipient shall refund to Department any sum of money which has been paid to Subrecipient by Department, which Department determines has resulted in an overpayment. Subrecipient shall make such refund within fifteen (15) calendar days after the Department's request.
- F. REPAYMENT. Subrecipient shall repay funds that the Department determines has not been spent strictly in accordance with the terms of this Contract and by which the period of obligation has expired. Subrecipient shall make such repayment within fifteen (15) calendar days after the Department's request.

SECTION 6. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS

- A. ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the state Uniform Grant Management Standards, 34 TAC §20.421 in effect on the effective date of this Contract ("UGMS"), except as preempted by Cost Principles of Subpart E of 2 CFR Part 200 which apply to Subrecipients of Community Services Block Grant funds pursuant to 42 U.S.C. §9916(a)(1)(B). All references in UGMS to "local government" shall be construed to mean Subrecipient.
- B. INDIRECT COST RATE. Subrecipient has an approved indirect cost rate of **0.00%**.
- C. AUDIT REQUIREMENTS. Audit requirements are set forth in the Texas Single Audit Act and Subpart F of 2 CFR Part 200. The expenditure threshold requiring an audit is \$750,000 of Federal funds.
- D. AUDIT REVIEW. Department reserves the right to conduct additional audits of the funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.
- E. CERTIFICATION FORM. For any fiscal year ending within or one year after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end. If the Subrecipient's Single Audit is required by 2 CFR Part 200, Subpart F, the report must be submitted to the Federal Audit Clearinghouse ("FAC") the earlier of 30 calendar days after receipt of the auditor's report or nine (9) months after the end of its respective fiscal year. As noted in 10 TAC §1.403(f), Subrecipient is required to submit a notification to Department within five (5) business days of submission to the FAC. Along with the notice, indicate if the auditor issued a management letter. If there is a management letter, a copy of the letter must be sent to the Department. Both the notice and the copy of the management letter, if applicable, must be submitted by electronic mail to: SAandACF@tdhca.state.tx.us.

- F. SUBCONTRACTS. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.

SECTION 7. TERMINATION AND SUSPENSION

- A. TERMINATION. As per 10 TAC §§2.202 and 2.203 and subject to the CSBG Act/IM-116, Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of this Contract.
- B. SUSPENSION. As per 10 TAC §§2.202 and 2.203 and subject to the CSBG Act/IM-116, Department may suspend this Contract, in whole or in part, at any time Department determines that there is cause for suspension. Nothing in this Section 7 shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance including but not limited to, Subrecipient's failure to correct any monitoring findings on this or any state contract, or on a single audit review.
- C. LIABILITY. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract, or for any costs that are disallowed.
- D. WITHHOLDING OF PAYMENTS. Notwithstanding any exercise by Department of its right of deobligation, termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between the Parties.

SECTION 8. PROHIBITED USE OF FUNDS

- A. Subrecipient may not use funds under this Contract for the purchase or improvement of land or the purchase, construction, or permanent improvement of any building or other facility as outlined in 42 U.S.C. §§9918 (a) and 10 TAC §6.205(a).
- B. Subrecipient may not use funds under this Contract for activities prohibited by 42 U.S.C. §§9918 (b) and 10 TAC §6.205(b).
- C. Utility and rent deposit refunds from vendors must be reimbursed to the Subrecipient and not the customer in accordance with 10 TAC §6.205(c).

SECTION 9. RECORD KEEPING REQUIREMENTS

- A. GENERAL. Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures made under this Contract in accordance with the UGMS and Section III, Common Rule: State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C -Post Award Requirements, _42. Subrecipient agrees to comply with any changes to the UGMS recordkeeping requirements. For purposes of compliance, all associated documentation must be readily available, whether stored electronically or hard copy to justify compliance with program rules and regulations.
- B. OPEN RECORDS. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract, except records confidential by law, is subject to the Texas Public Information Act, Chapter 552 of Texas Government Code and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.

- C. ACCESS TO RECORDS. Subrecipient shall give the HHS, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection C.
- D. RECORD RETENTION. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) the time period described in the state Uniform Grant Management Standards, Chapter III, "State Uniform Administrative Requirements for Grants and Cooperative Agreements", Subpart C -Post Award Requirements, §_42; (ii) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; (iv) a date consistent with any other period required by the performed activity reflected in federal or state law or regulation. Upon termination of this Contract, all records are property of the Department.
- E. CARES ACT FUNDS. Subrecipient shall track, account for, and report on this funding separate from its regular FY 2020 CSBG funding.
- F. SUBCONTRACTS. Subrecipient shall include the substance of this Section 9 in all subcontracts.

SECTION 10. REPORTING REQUIREMENTS

- A. GENERAL. Subrecipient shall submit to Department such reports on the performance of this Contract as may be required by Department including, but not limited to, the reports specified in this Section 10.
- B. EXPENDITURE REPORTS. By the 15th of each month, Subrecipient shall electronically submit an Expenditure and Performance Report to the Department of all expenditures of funds and clients served under this Contract during the previous month, regardless of whether Subrecipient makes a fund request. Subrecipient must file a monthly Expenditure and Performance Report in a timely manner, prior to accessing funds. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract shall result in the automatic suspension of the ability of Subrecipient to request reimbursements and shall be identified as a finding in any monitoring review in accordance with the State CSBG Rules.
- C. FINAL REPORTS. Subrecipient shall submit a final Expenditure and Performance Report to the Department after the end of the Contract Term. Subrecipient must file a final Expenditure and Performance Report within forty-five (45) calendar days after the end of the Contract Term prior to accessing funds in the subsequent fiscal year.
- D. HOUSEHOLD DATA. By the 15th of each month, Subrecipient shall electronically upload data on Households served in the previous month into the CA Performance Measures Module located in the Community Affairs Contact System.
- E. INVENTORY. Subrecipient shall submit to Department no later than forty five (45) calendar days after the end of the Contract Term an inventory of all vehicles, tools, and equipment with a unit acquisition cost of \$5,000.00 or more and/or a useful life of more than one year, if purchased in whole or in part with funds received under this or previous CSBG and CARES Act contracts. The inventory shall reflect the tools and equipment on hand as of the last day of the Contract Term. Upon the termination of this Contract, Department may transfer title to any equipment to the Department or to any other entity receiving CSBG funds from the Department.
- F. DEFAULT. If Subrecipient fails to submit within forty-five (45) calendar days of its due date, any report or response required by this Contract, including responses to monitoring reports, Department may, in its sole discretion, suspend payments, place Subrecipient on cost reimbursement method of payment, and initiate proceedings to terminate the Contract in accordance with Section 7 of this Contract.

- G. UNIQUE ENTITY IDENTIFIER NUMBER. Subrecipient shall provide the Department with a Data Universal Numbering System (“DUNS”) number and a Central Contractor Registration (“CCR”) System number to be used as the Unique Entity Identifier Number on all contracts and agreements. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the <https://www.sam.gov> website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Term.

SECTION 11. CHANGES AND AMENDMENTS

- A. AMENDMENTS AND CHANGES REQUIRED BY LAW. Any change, addition, or deletion to the terms of this Contract required by a change in state or federal law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulations without the requirement of a written amendment hereto. Said changes, additions, or deletions referenced under this Section 11 of this Contract may be further evidenced in a written amendment.
- B. GENERAL. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract not required by a change in state or federal law or regulation shall be in writing and executed by both Parties to this Contract.
- C. FACSIMILE SIGNATURES. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.
- D. REQUEST. The Department must receive any Contract amendment requests in writing, and such requests must adhere to 10 TAC §6.3(e)(1).

SECTION 12. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with the state Uniform Grant Management Standards, more specifically Chapter III, “State Uniform Administrative Requirements For Grants and Cooperative Agreements”, Subpart C - Post-Award Requirements--Financial Administration, §_25, Program Income, 2 CFR §200.80, and 10 TAC §6.205(e).

SECTION 13. TECHNICAL ASSISTANCE AND MONITORING

Department may issue technical guidance to explain the rules and provide directions on terms of this Contract. Department or its designee may conduct periodic on-site monitoring and evaluation of the efficiency, economy, and efficacy of Subrecipient’s performance of this Contract. Department will advise Subrecipient in writing of any deficiencies noted during such monitoring. Department will provide technical assistance to Subrecipient and will require or suggest changes in Subrecipient’s program implementation or in Subrecipient’s accounting, personnel, procurement, and management procedures in order to correct any deficiencies noted. Department may conduct follow-up visits to review and assess the efforts Subrecipient has made to correct previously noted deficiencies. Department may place Subrecipient on a cost reimbursement method of payment, suspend or terminate this Contract, or invoke other remedies in the event monitoring or other reliable sources reveal material deficiencies in Subrecipient’s performance or if Subrecipient fails to correct any deficiency within the time allowed by federal or state law or regulation or by the terms of this Contract. Department may issue such corrective actions in accordance with 10 TAC §2.203.

SECTION 14. INDEPENDENT SUBRECIPIENT

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

SECTION 15. PROCUREMENT STANDARDS

- A. Subrecipient shall comply with UGMS and 10 TAC §1.404, this Contract, and all applicable federal, state, and local laws, regulations, and ordinances for making procurement transactions and purchases under this Contract.
- B. Subrecipient may not use funds provided under this Contract to purchase equipment (as defined by UGMS) with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than \$5,000.00, or on any vehicle purchase unless Subrecipient has received the prior written approval from the Department for such purchase.
- C. When the Subrecipient no longer needs equipment purchased with CSBG grant funds, regardless of purchase price, or upon the termination of this Contract, Department may take possession and transfer title to any such property or equipment to the Department or to a third party or may seek reimbursement from Subrecipient of the current unit price of the item of equipment, in Department's sole determination. Subrecipient must request permission from the Department to transfer title or dispose of equipment purchased with CSBG grant funds.

SECTION 16. SUBCONTRACTS

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

SECTION 17. TRAVEL

Subrecipient shall adhere to 2 CFR §200.474 and either its board-approved travel policy (not to exceed the amounts established in subchapter I of Chapter 57 of Title 5, United States Code "Travel and Subsistence Expenses; Mileage Allowances), or the State of Texas travel policies under 10 TAC §1.408. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees.

SECTION 18. FIDELITY BOND

Intentionally deleted.

SECTION 19. LITIGATION AND CLAIMS

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

SECTION 20. LEGAL AUTHORITY

- A. LEGAL AUTHORITY. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.
- B. SUBRECIPIENT ELIGIBILITY. Subrecipient warrants that it is an eligible entity, including the requirement for a tripartite board, as defined by 42 U.S.C §9902 and 42 U.S.C. §9910 respectively.
- C. SIGNATURE AUTHORITY. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Subrecipient's governing board to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.
- D. TERMINATION; LIABILITY. Department shall have the right to terminate this Contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this Contract on behalf of Subrecipient to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 20.
- E. MERGER; DEFAULT. Subrecipient understands that it is an event of default under this Contract if the Subrecipient liquidates, terminates, dissolves, merges, consolidates or fails to maintain good standing in the State of Texas, and such is not cured prior to causing material harm to Subrecipient's ability to perform under the terms of this Contract.

SECTION 21. COMPLIANCE WITH LAWS

- A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the CSBG Act, the federal rules and regulations promulgated under the CSBG Act, the State Act, the State CSBG Rules, the certifications attached hereto, and all federal, state, and local laws and regulations applicable to the performance of this Contract. Subrecipient shall not violate any federal, state, or local laws, stated herein or otherwise, nor commit any illegal activity in the performance of or associated with the performance of this Contract. No funds under this Contract shall be used for any illegal activity or activity that violates any federal, state or local laws.
- B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this Contract and the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as Addendum B that it is implementing the Drug-Free Workplace Act of 1988 (41 U.S.C. §701, *et seq*) and HUD's implementing regulations including, without limitation, 2 CFR Parts 182 and 2429.
- C. LIMITED ENGLISH PROFICIENCY (LEP). Subrecipients must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with LEP have meaningful access to the program. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.
- D. PROTECTED HEALTH INFORMATION. If Subrecipient collects or receives documentation for disability, medical records or any other medical information in the course of administering the CSBG program, Subrecipient shall comply with the Protected Health Information state and federal laws and regulations, as applicable, under 10 TAC §1.24, Chapter 181 of the Texas Health and Safety Code, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (Pub.L. 104-191, 110 Stat. 1936, enacted August 21, 1996) the HIPAA Privacy Rules (45 CFR Part 160 and Subparts A and E of 45 CFR Part 164).

E. INFORMATION SECURITY AND PRIVACY REQUIREMENTS.

1. General. Subrecipient shall comply with the information security and privacy requirements under 10 TAC §1.24 to ensure the security and privacy of Protected Information (as said term is defined under 10 TAC §1.24).
2. Information Security and Privacy Agreement (“ISPA”). Prior to beginning any work under this Contract, Subrecipient shall either (i) have an effective, fully executed ISPA, as required by 10 TAC §1.24, on file with the Department, or (ii) will execute and submit to the Department an ISPA in accordance with instructions found on the Department’s website at the “Information Security and Privacy Agreement” link.

- F. PREVENTION OF TRAFFICKING. Subrecipient and its contractors must comply with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104 *et seq.*). If Subrecipient or its contractor or subcontractor engages in, or uses labor recruiters, brokers or other agents who engage in any of the prohibited activities under Section 106(g) of the Trafficking Victims Protection Act of 2000, Department may terminate this Contract and Subrecipient hereby agrees and acknowledges that upon termination, Subrecipient's rights to any funds shall be terminated.

SECTION 22. PREVENTION OF WASTE, FRAUD, AND ABUSE

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

SECTION 23. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

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

SECTION 24. CONFLICT OF INTEREST/NEPOTISM

- A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract. In addition, the written standards must meet the requirements in 2 CFR §200.318.
- B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award. . This also applies to the procurement of goods and services under 24 CFR §§200.317 and 200.3186.

- C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.
- D. Subrecipients who are local governmental entities shall, in addition to the requirements of this Section, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.
- E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

SECTION 25. POLITICAL ACTIVITY AND LEGISLATIVE INFLUENCE PROHIBITED

- A. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any state official or employee from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen, information in the hands of the employee or official not considered under law to be confidential information.
- B. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government, the State of Texas, or the government of the United States.
- C. None of the funds provided under this Contract shall be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award governed by the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352) as the Development Owner and each of its tiers have certified by their execution of the “Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements” attached hereto as Addendum A and incorporated herein for all relevant purposes.

SECTION 26. NON-DISCRIMINATION, EQUAL ACCESS AND EQUAL OPPORTUNITY

- A. NON-DISCRIMINATION. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.
- B. EQUAL OPPORTUNITY. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President’s Executive Order 11246 of September 24, 1965, as amended, and its implementing regulations at 41 CFR Part 60.
- C. ACCESSIBILITY. Subrecipient must meet the standards under (i) Section 504 of the Rehabilitation Act of 1973 (5 U.S.C. §794) Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131-12189; 47 U.S.C. §§155, 201, 218 and 255) as implemented by U. S. Department of Justice at 28 CFR Parts 35 and 36. Subrecipient shall operate each program or activity receiving financial assistance so that the program or activity, when viewed in its entirety, is readily accessible and usable by individuals with disabilities. Subrecipient is also required to provide reasonable accommodations for persons with disabilities.
- D. SUBCONTRACTS. Subrecipient will include the substance of this Section 26 in all subcontracts.

SECTION 27. MAINTENANCE OF EFFORT

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

SECTION 28. DEBARRED AND SUSPENDED PARTIES

By signing this Contract, Subrecipient certifies that its principal employees, board members, agents, or contractors agents are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency as provided in the Certification Regarding Debarment, Suspension and Other Responsibility Matters attached hereto as Addendum D and incorporated herein for all relevant purposes. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in the certification attached as Addendum D, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Subrecipient also certifies that it will not knowingly award any funds provided by this Contract to any person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4 or that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management (“SAM”) at www.sam.gov and including a copy of the results in its project files. After said verification, Subrecipient may decide the frequency by which it determines the eligibility of its subcontractors during the term of subcontractor’s agreement. Subrecipient may subsequently rely upon a certification of a subcontractor that is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Subrecipient knows that the certification is erroneous. Failure of Subrecipient to furnish the certification attached hereto as Addendum D or an explanation of why it cannot provide said certification shall disqualify Subrecipient from participation under this Contract. The certification or explanation will be considered in connection with the Department’s determination whether to continue with this Contract. Subrecipient shall provide immediate written notice to Department if at any time Subrecipient learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Subrecipient further agrees by executing this Contract that it will include the certification provision titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusive-Subcontracts,” as set out in Addendum D, without modification, and this language under this Section 28, in all its subcontracts.

SECTION 29. FAITH BASED AND SECTARIAN ACTIVITY

Funds provided under this Contract may not be used for sectarian or explicitly religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. Subrecipient shall comply with the regulations promulgated by the U. S. Department of Health and Human Services (“HHS”) at 45 CFR Part 87.

SECTION 30. COPYRIGHT

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

SECTION 31. NO WAIVER

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

SECTION 32. SEVERABILITY

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

SECTION 33. ORAL AND WRITTEN AGREEMENTS

- A. All oral and written agreements between the parties to this Contract relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.

- B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:
1. Addendum A - Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements.
 2. Addendum B - Certification Regarding Drug-Free Workplace Requirements.
 3. Addendum C - Certification Regarding Environmental Tobacco Smoke.
 4. Addendum D - Certification Regarding Debarment, Suspension and Other Responsibility Matters.

SECTION 34. COMMUNITY ACTION PLAN

- A. As a condition of receipt of continued funding under the CSBG Act and as further described in 10 TAC §6.206, Subrecipient shall submit annually by September 1 to the Department a community action plan including National Performance Indicators (“NPI”) for the following year’s funding that includes:
1. a description of the service delivery system targeted to low-income individuals and families in the service area, including homeless individuals and families, migrants, and the elderly poor;
 2. a description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultations;
 3. a description of how funding under this CSBG Act will be coordinated with other public and private resources; and,
 4. a description of outcome measures to be used to monitor success in promoting self-sufficiency, family stability, and community revitalization.
- B. Subrecipient must attain previously identified 2020 and 2021 NPI targets within 20 percent (20%) variance by December 31, 2020, and December 31, 2021, as applicable. Subrecipient must request in writing any adjustment needed to a NPI target to the Department for review and approval no later than August 31, 2020 and August 31, 2021, as applicable.
- C. To retain eligible entity status, Subrecipient will submit every three (3) years a community needs assessment to the Department on or before May 1st of every third (3rd) year.
- D. To retain eligible entity status, Subrecipient will submit every five (5) years a strategic plan to the Department on or before August 1st of every fifth (5th) year.

SECTION 35. USE OF ALCOHOLIC BEVERAGES

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

SECTION 36. FORCE MAJURE

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

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

SECTION 37. ALTERNATIVE DISPUTE RESOLUTION

In accordance with Section 2306.082 of the Texas Government Code, it is the Department’s policy to encourage the use of appropriate alternative dispute resolution procedures (“ADR”) under the Governmental Dispute Resolution Act and the Negotiated Rulemaking Act (Chapters 2009 and 2006 respectively, Texas Government Code), to assist in the fair and expeditious resolution of internal and external disputes involving the Department and the use of negotiated rulemaking procedures for the adoption of Department rules. As described in Chapter 154, Civil Practices and Remedies Code, ADR procedures include mediation. Except as prohibited by Department’s ex parte communications policy, Department encourages informal communications between Department staff and the Subrecipient, to exchange information and informally resolve disputes. Department also has administrative appeals processes to fairly and expeditiously resolve disputes. If at any time the Subrecipient would like to engage Department in an ADR procedure, the Subrecipient may send a proposal to Department’s Dispute Resolution Coordinator. For additional information on Department’s ADR policy, see Department’s Alternative Dispute Resolution and Negotiated Rulemaking at 10 TAC §1.17.

SECTION 38. TIME IS OF THE ESSENCE

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

SECTION 39. COUNTERPARTS AND FACSIMILE SIGNATURES

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

SECTION 40. NUMBER, GENDER

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

SECTION 41. NOTICE

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

As to Department:

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

As to Subrecipient:

City of Lubbock
PO Box 2000
Lubbock, TX 79457
Attention: Karen Murfee, Executive Director
Telephone: (806) 775-2301 Fax: (806) 775-3917 Email: kmurfee@mail.ci.lubbock.tx.us

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

C. Subrecipient shall provide contact information to the Department in accordance with 10 TAC §6.6.

SECTION 42. VENUE AND JURISDICTION

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

SECTION 43. APPEALS PROCESS

Subrecipient must establish a denial of service complaint procedure for individuals whose application for service or assistance is denied, terminated or not acted upon in a timely manner in accordance with 10 TAC §6.8.

SECTION 44. ASSIGNMENT

This Contract is made by Department to Subrecipient only. Accordingly, it is not assignable without the written consent and agreement of Department, which consent may be withheld in Department's sole discretion.

SECTION 45. LIMITATION ON ABORTION FUNDING

- A. Pursuant to Chapter 2272 of the Texas Government Code, to the extent allowed by federal and state law, the Department may not enter into this Contract with an “abortion provider” or an “affiliate” of an abortion provider, as said terms are defined thereunder, if funds under this Contract are appropriated from state or local tax revenue.
- B. By execution of this Contract, the Subrecipient hereby certifies that, as a condition of receipt of any funds under this Contract from state or local tax revenue, it is eligible to receive said funds, and that it will not utilize said funds in any way contrary to this Section 45 during the Contract Term.

SECTION 46. FEDERAL AND STATE WAIVERS AND ALTERNATIVE REQUIREMENTS

- A. Notwithstanding the language in 10 TAC §6.3(b)(33)(C), CSBG-CV funds may be used to serve Low-Income Households not to exceed 200% at the Federal Poverty Income Guidelines.
- B. In accordance with CSBG Information Memorandum #154, the Department will allow signed statements from households attesting to having been economically impacted by COVID-19 (i.e. disaster unemployment, lost wages, or increased household costs) during the eligibility screening process from April 24, 2020, until 30 days after the expiration of the state disaster declaration.
- C. Intentionally left blank.
- D. Extension of Waivers. If as a result of COVID-19, HHS or the Department extends the time period for the above mentioned COVID-19 related waivers and Department Waivers and there are no substantive changes associated with said extension, the Department may allow use of the waivers for the extended time period without the requirement of a written amendment hereto. In such an event, however, Subrecipient should retain any written correspondence from the Department regarding said extension of the COVID-19 related waivers.

EXECUTED to be effective on **March 27, 2020**

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By: **Karen Murfee**
Title: **Executive Director**
Date: **June 30, 2020 10:51 am**

DEPARTMENT:

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

By: **Robert Wilkinson**
Title: Its duly authorized officer or representative
Date: **July 1, 2020 10:09 am**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER **6120003328** FOR THE
FY 2020 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
and Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
CFDA#93.569

ADDENDUM A

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of Lubbock
a political subdivision of the State of Texas

By: **Karen Murfee**
Title: **Executive Director**
Date: **June 30, 2020 10:51 am**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER **61200003328** FOR THE
FY 2020 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
and Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
CFDA#93.569

ADDENDUM B

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645 (a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within 10 calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance [site(s) for the performance of work done in connection with the specific grant] (include street address, city, county, state, zip code):

City of Lubbock
1625 13th St
Lubbock, TX 794013830

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). If Subrecipient does not identify the workplaces at the time of application, or upon award, if there is no application, the Subrecipient must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, Department, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By: **Karen Murfee**
Title: **Executive Director**
Date: **June 30, 2020 10:51 am**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER **61200003328** FOR THE
FY 2020 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
and Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
CFDA#93.569

ADDENDUM C

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

The undersigned certifies to the following:

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this Contract the Subrecipient certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

City of Lubbock
a political subdivision of the State of Texas

By: **Karen Murfee**
Title: **Executive Director**
Date: **June 30, 2020 10:51 am**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER **61200003328** FOR THE
FY 2020 COMMUNITY SERVICES BLOCK GRANT PROGRAM ("CSBG")
and Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
CFDA#93.569

ADDENDUM D

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in section (b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
- (e) Will submit to the Department information about each proceeding that occurs during this Contract Term or during the recordkeeping period that:
 - (1) Is in connection with this award;
 - (2) Reached its final disposition during the most recent five year period; and
 - (3) Is one of the following:
 - i. A criminal proceeding that resulted in a conviction, as defined below;
 - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - iii. An administrative proceeding, as defined below, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damage in excess of \$100,000; or
 - iv. Any other criminal, civil, or administrative proceeding if:
 1. It could have led to an outcome described in this section (e) paragraph (3) items (i) - (iii) of this award term and condition;
 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.
- (4) For purposes of section (e) of this certification the following definitions apply:
 - i. An "administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
 - ii. A "conviction", for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Where the undersigned Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation of why it cannot provide said certification to this Contract.

The undersigned Subrecipient further agrees and certifies that it will include the below clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Subcontracts/Lower Tier Covered Transaction," without modification, in, subcontracts and in all solicitations and subcontracts:

"CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - SUBCONTRACTS/LOWER TIER COVERED TRANSACTIONS

- (1) The prospective lower tier participant/subcontractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.*
- (2) Where the prospective lower tier participant/subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.*

LOWER TIER PARTICIPANT/SUBCONTRACTOR:

[Signature]
Printed Name: _____
Title: _____
Date: _____ "

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to any other remedies available to the Federal Government, the Department may terminate this Contract for cause or default.

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By: **Karen Murfee**
Title: **Executive Director**
Date: **June 30, 2020 10:51 am**



Regular City Council Meeting

7. 1. 2.

Meeting Date: 08/11/2020

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Community Development Funding Contract 15413 and all related documents, with the Texas Department of Housing and Community Affairs (TDHCA), for the Comprehensive Energy Assistance Program (CEAP) and Coronavirus Aid, Relief and Economic Security (CARES Act) (“CEAP-CV”) grant, to provide immediate utility assistance to low-income households affected by COVID-19.

Item Summary

- Grantee: City of Lubbock
- Funding source: 2020 CEAP CARES Act from TDHCA
- Use of funds: This is a pass through grant from TDHCA.
- Allocation: \$970,441
- Terms: March 27, 2020 – July 30, 2021
- This is an electronic signature contract.

Fiscal Impact

The maximum amount allocated for the CEAP program is \$970,441.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution

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, Community Development Funding Agreement 15413, and all related documents, between the City of Lubbock and the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) and Coronavirus Aid, Relief and Economic Security (CARES Act) ("CEAP-CV") to assist low income households affected by COVID-19 in providing immediate utility assistance. 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:

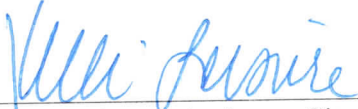
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Karen Murfee, Community Development Director

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58990003291
FY 2020 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) AND
Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
(CFDA # 93.568)

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: 2001TXE5C3
Award Year (Year of Award from HHS to TDHCA): 2020
Unique Entity Identifier Number: 058213893

SECTION 1. PARTIES TO THE CONTRACT

This 2020 Comprehensive Energy Assistance Program and CARES Act Contract Number **58990003291** ("Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and **City of Lubbock**, a political subdivision of the State of Texas ("Subrecipient"), hereinafter the "Parties".

SECTION 2. CONTRACT TERM

This Contract shall commence on **March 27, 2020**, and, unless earlier terminated, shall end on **July 30, 2021** ("Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE

- A. Subrecipient's Service Area under this Contract consists of the following counties: **LUBBOCK**
- B. Subrecipient shall operate a Comprehensive Energy Assistance Program, ("CEAP"), in accordance with the Economic Opportunity Act of 1964 (Public Law 88-452), the Low-Income Home Energy Assistance Act of 1981 as amended, (42 U.S.C. §8621 *et seq.*), except for 42 U.S.C. §8626(b)(2)(B), (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended) ("LIHEAP Act"), Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) ("CARES Act"), Chapter 2105 of the Texas Government Code ("State Act"), Chapters 2105 and 2306 of the Texas Government Code ("State Act"), the implementing State regulations under Title 10, Part 1, Chapter 1, Chapter 2 and Subchapters A and C of Chapter 6 of the Texas Administrative Code, as amended or supplemented from time to time (collectively, "State Rules"), the LIHEAP State Plan, 2 CFR Part 200 (as applicable), Subrecipient's "Service Delivery Plan" in accordance with 10 TAC §6.306, the Department's guidance related to CEAP, all applicable state and federal regulations and the terms of this Contract. Subrecipient further agrees to comply with the certifications attached hereto as Addendums A, B, C and D and incorporated herein for all relevant purposes; the Budget attached hereto as Exhibit A and incorporated herein for all relevant purposes, the Performance Statement attached as Exhibit B and incorporated herein for all relevant purposes, the Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the CEAP attached hereto as Addendum E and incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its application funding under this Contract; and with all other terms, provisions, and requirements herein set forth.
- C. Subrecipient shall assist "Households" that are "Low-Income" that have been economically impacted by the Coronavirus Disease 2019 pandemic ("COVID-19,") to use home energy assistance to help, prevent, prepare for, or respond to COVID-19 with priority being given in no particular order to "Elderly Persons", "Persons with Disabilities", Households with a young child 5 years of age or under, Households with "High Energy Burden" and Households with "High Energy Consumption", as said terms are defined in 10 TAC §6.2.

SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS

- A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient during the Contract Term for administrative expenditures and program services costs and direct services expenditures in accordance with 10 TAC §6.308, in the amount(s) specified in the Budget attached hereto as Exhibit A.

- B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole but reasonable discretion based upon factors including, but not limited to, the status of funding under grants to Department, the rate of Subrecipient's utilization of funds under this or previous contracts, the existence of questioned or disallowed costs under this or other contracts between the Parties, and Subrecipient's overall compliance with the terms of this Contract.
- C. Department's obligations under this Contract are contingent upon the actual receipt and availability by the Department of CEAP and CARES Act funds from the U.S. Department of Health and Human Services ("HHS"). If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.
- D. Department is not liable for any cost incurred by Subrecipient which:
 1. is not used to prevent, prepare for, or respond to the COVID-19;
 2. is subject to reimbursement by a source other than Department;
 3. is for performance of services or activities not authorized by the LIHEAP Act, State Rules, or which is not in accordance with the terms of this Contract;
 4. is not incurred during the Contract Term;
 5. is not reported to Department on a monthly expenditure or performance report within forty-five (45) calendar days following the end of the Contract Term; or
 6. is incurred for the purchase or permanent improvement of real property.
- E. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for allowable costs actually incurred or performances rendered for activities specified in the LIHEAP Act.
- F. Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **\$970,441.00**.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

- A. REQUEST FOR ADVANCE. Subrecipient may request an advance for up to thirty (30) days. Subrecipient's request for cash advance shall be limited to the minimum amount needed and be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient or an advance of \$5,000, whichever is greater. In carrying out the purpose of this Contract. Subrecipient must request an advance payment by submitting a properly completed monthly expenditure and performance report to Department through the electronic reporting system no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought, together with such supporting documentation as the Department may reasonably request.
- B. DISBURSEMENT PROCEDURES. Subrecipient shall establish procedures to minimize the time between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.
- C. DEPARTMENT OBLIGATIONS. Subsection 5(A) of this Contract notwithstanding, Department reserves the right to utilize a modified cost reimbursement method of payment, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds, if at any time (1) Subrecipient maintains cash balances in excess of need or requests advance payments in excess of thirty (30) days need, (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient, (3) Subrecipient owes the Department funds, or (4) Subrecipient violates any of the terms of this Contract.
- D. ALLOWABLE EXPENSES. All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable expenditures to be used for the exclusive benefit of the low-income population of Subrecipient's Service Area incurred during the Contract Term. Subrecipient may incur costs for activities associated with the closeout of the CEAP and CARES Act contract for a period not to exceed forty-five (45) calendar days from the end of the Contract Term.
- E. REFUND. Subrecipient shall refund, within fifteen (15) calendar days of the Department's request, any sum of money paid to Subrecipient which Department determines has resulted in an overpayment or has not been spent in accordance with the terms of this Contract.

SECTION 6. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS

- A. ALLOWABLE EXPENSES. All funds paid to Subrecipient pursuant to this Contract are for the payment of allowable expenditures to be used for the exclusive benefit of the low-income population of Subrecipient's Service Area incurred during the Contract Term. Subrecipient may incur costs for activities associated with the closeout of the CEAP and CARES Act contract for a period not to exceed forty-five (45) calendar days from the end of the Contract Term.
- B. INDIRECT COST RATE. Subrecipient has an approved indirect cost rate of **0.00%**, as detailed in the letter from the cognizant agency.
- C. AUDIT REQUIREMENTS. Audit requirements are set forth in the Texas Single Audit Act and Subpart F of 2 CFR Part 200. The expenditure threshold requiring an audit is \$750,000 of Federal funds.
- D. AUDIT REVIEW. Department reserves the right to conduct additional audits of the funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.
- E. CERTIFICATION FORM. For any fiscal year ending within or one year after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end. If the Subrecipient's Single Audit is required by 2 CFR Part 200, Subpart F, the report must be submitted to the Federal Audit Clearinghouse ("FAC") the earlier of 30 calendar days after receipt of the auditor's report or nine (9) months after the end of its respective fiscal year. As noted in 10 TAC §1.403(f), Subrecipient is required to submit a notification to Department within five (5) business days of submission to the FAC. Along with the notice, indicate if the auditor issued a management letter. If there is a management letter, a copy of the letter must be sent to the Department. Both the notice and the copy of the management letter, if applicable, must be submitted by electronic mail to SAandACF@tdhca.state.tx.us.
- F. SUBCONTRACTS. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.

SECTION 7. DEOBLIGATION, TERMINATION AND SUSPENSION

- A. DEOBLIGATION. The Department may deobligate funds from Subrecipient in accordance with 10 TAC §1.411 and Chapter 2105 of the Texas Government Code. The Department may also deobligate funds from this Contract in whole or in part if Subrecipient missing any of the expenditure deadlines listed in the Performance Statement attached as Exhibit B to this Contract.
- B. TERMINATION. Pursuant to 10 TAC §§2.202 and 2.203, the Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of the Contract.
- C. GENERAL. Subrecipient's failure to expend the funds provided under this Contract in a timely manner may result in either the termination of this Contract or Subrecipient's ineligibility to receive additional funding under CEAP, or a reduction in the original allocation of funds to Subrecipient.
- D. SUSPENSION. Nothing in this Section 7 shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance including but not limited to, Subrecipient's failure to correct any monitoring findings on this or any state contract or on a single audit review.
- E. WITHHOLDING OF PAYMENTS. Notwithstanding any exercise by Department of its right of deobligation, termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between the Parties.
- F. LIABILITY. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract or for any costs that are disallowed.

SECTION 8. ALLOWABLE EXPENDITURES

- A. The allowability of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Section 4 of the Contract and the regulations set forth in the LIHEAP Act, the CARES Act, and the State Rules, subject to the limitations and exceptions set forth in this Section 8.

- B. CEAP funds allow up to 7.22% of the award amount to be utilized for administrative costs. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in the Budget attached hereto as Exhibit A. Eligible administrative costs include costs related to staff performance of management, accounting and reporting activities in accordance with the LIHEAP State Plan.
- C. Administrative and program services activities funds are earned through provision of direct services to clients in accordance with the State Rules. Subrecipient may choose to submit a final budget revision no later than forty-five (45) calendar days prior to the end of the Contract Term to use its administrative and program services funds for direct service categories.

SECTION 9. RECORD KEEPING REQUIREMENTS

- A. GENERAL. Subrecipient shall comply with all the record keeping requirements set forth below and shall maintain fiscal and programmatic records and supporting documentation for all expenditures of funds made under this Contract in accordance with the Uniform Grant Management Standards, Chapter III, "State Uniform Administrative Requirements for Grants and Cooperative Agreements", Subpart C -Post Award Requirements, §_42. Subrecipient agrees to comply with any changes to the UGMS record keeping requirements. For purposes of compliance monitoring, all associated documentation must be readily available, whether stored electronically or hard copy to demonstrate compliance with Subrecipient Performance as outlined in Section 3.
- B. OPEN RECORDS. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract, except records made confidential by law, is subject to the Texas Public Information Act (Chapter 552 of Texas Government Code) and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.
- C. ACCESS TO RECORDS. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection C.
- D. RECORD RETENTION. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) the time period described in the state Uniform Grant Management Standards, Chapter III, "State Uniform Administrative Requirements for Grants and Cooperative Agreements", Subpart C -Post Award Requirements, §_42; (ii) the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction if the Department notifies the Subrecipient in writing; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; or (iv) a date consistent with any other period required by the performed activity reflected in federal or state law or regulation. Upon termination of this Contract, all records are property of the Department.
- E. CLIENT FILES. Subrecipient shall maintain a client file system to document direct services rendered. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed. Each client file shall contain the following:
 - 1. Client application containing all Department requirements;
 - 2. Documentation/verification of client income for the thirty (30) days preceding their application for all Household members eighteen (18) years and older, or Declaration of Income Statement (DIS) (if applicable). In order to use the DIS form, each Subrecipient shall develop and implement a written policy and procedure on the use of the form.
 - 3. Copy of client's utility bill(s);
 - 4. Energy consumption history for previous twelve (12) months (all fuel types) OR or Department approved Alternative Billing Method;
 - 5. Documentation of payment (Documentation of payment may be maintained in a separate file, but must be accessible to the Department.);
 - 6. Documentation of benefits determination;
 - 7. Notice of Denial Form (if applicable);

8. Right of appeal and procedures for denial or termination of services (if applicable);
 9. Any documentation required by directives provided by the Department;
 10. Priority rating form; and
 11. Case notes sufficient to document that program service activity has occurred.
- F. CARES ACT FUNDS. Subrecipient shall track, account for, and report on this funding separate from its regular FY 2020 CEAP funding.
- G. SUBCONTRACTS. Subrecipient shall include the substance of this Section 9 in all subcontracts.

SECTION 10. REPORTING REQUIREMENTS

- A. FUNDING REPORT. By the 15th of each month, Subrecipient shall electronically submit to Department, a Funding Report of all expenditures of funds and clients served under this Contract during the previous month. These reports are due even if Subrecipient has no new activity to report during the month.
- B. INVENTORY. In accordance with 10 TAC §1.407, Subrecipient shall submit to Department, no later than forty-five (45) calendar days after the end of the Contract Term, an inventory of all vehicles, tools, and equipment with a unit acquisition cost of \$5,000.00 and/or a useful life of more than one year, if purchased in whole or in part with funds received under this Contract or previous CEAP and CARES Act contracts. The inventory shall include the vehicles, tools, equipment, and appliances purchased with Energy Crisis funds on hand as of the last day of the Contract Term. Subrecipient acknowledges that all equipment and supplies purchased with funds from the CEAP are the property of CEAP and as such, stay with the Subrecipient that provides CEAP services in the Service Area.
- C. FINAL REPORTS. Subrecipient shall electronically submit to Department, no later than forty-five (45) calendar days after the end of the Contract Term, a final report of all expenditures of funds and clients served under this Contract. Failure of Subrecipient to provide a full accounting of funds expended under this Contract may result in the termination of this Contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within forty-five (45) calendar days of the end of the Contract Term, Department will use the last report submitted by Subrecipient as the final report.
- D. HOUSEHOLD DATA. By the 15th of each month, Subrecipient shall electronically upload data on Households served in the previous month into the CA Performance Measures Module located in the Community Affairs Contract System.
- E. DEFAULT. If Subrecipient fails to submit within forty-five (45) calendar days of its due date, any report or response required by this Contract, including responses to monitoring reports, Department may, in its sole discretion, deobligate, withhold, or suspend any or all payments otherwise due or requested by Subrecipient hereunder, and/or initiate proceedings to terminate this Contract in accordance with Section 7 of this Contract.
- F. UNIQUE ENTITY IDENTIFIER NUMBER. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number to be used as the Unique Entity Identifier Number on all contracts and agreements. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the <https://www.sam.gov> website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Term.

SECTION 11. VENDOR AGREEMENTS

For each of Subrecipient's vendors, Subrecipient shall implement and maintain a vendor agreement that contains assurances relating to fair billing practices, delivery procedures, and pricing procedures for business transactions involving CEAP clients. All vendor agreements are subject to monitoring procedures performed by TDHCA. All vendor agreements must be renegotiated at least every two years.

SECTION 12. CHANGES AND AMENDMENTS

- A. AMENDMENTS AND CHANGES REQUIRED BY LAW. Any change, addition or deletion to the terms of this Contract required by a change in federal or state law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulation without the requirement of a written amendment hereto. Said changes, additions, or deletions referenced under this Section 12 may be further evidenced in a written amendment.

- B. GENERAL. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract.
- C. FACSIMILE SIGNATURES. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.
- D. REQUEST. Written requests for a Contract amendment must be received by the Department by no later than forty-five (45) days prior to the end of the Contract Term.

SECTION 13. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with the state Uniform Grant Management Standards, more specifically, Chapter III, "State Uniform Administrative Requirements For Grants and Cooperative Agreements", Subpart C - Post-Award Requirements--Financial Administration, §_25, Program Income.

SECTION 14. TECHNICAL ASSISTANCE AND MONITORING

Department may issue technical guidance to explain the rules and provide directions on terms of this Contract. Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this Contract. Department's monitoring may include a review of the efficiency, economy, and efficacy of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may require corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems in order to comply with State or Federal requirements. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this Contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any deficiency within a reasonable period of time, as determined by the Department. Department or its designee may conduct an ongoing program evaluation throughout the Contract Term. Department may issue such corrective actions in accordance with 10 TAC §2.203.

SECTION 15. INDEPENDENT SUBRECIPIENT

Subrecipient is an independent contractor.

SECTION 16. PROCUREMENT STANDARDS

- A. Subrecipient shall comply with UGMS and 10 TAC §1.404, this Contract, and all applicable federal, state, and local laws, regulations, and ordinances for making procurement transactions and purchases under this Contract.
- B. Subrecipient may not use funds provided under this Contract to purchase equipment (as defined by UGMS) with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than \$5,000.00 or on any vehicle purchase unless Subrecipient has received the prior written approval from the Department for such purchase.
- C. When the Subrecipient no longer needs equipment purchased with CEAP grant funds, regardless of purchase price, or upon the termination of this Contract, Department may take possession and transfer title to any such property or equipment to the Department or to a third party or may seek reimbursement from Subrecipient of the current unit price of the item of equipment, in Department's sole determination. Subrecipient must request permission from the Department to transfer title or dispose of equipment purchased with CEAP grant funds.

SECTION 17. SUBCONTRACTS

- A. Subrecipient may not subgrant funds under this Contract or subcontract the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing funds through the Community Affairs Contract System, and only may enter into properly procured subcontractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department.

- B. In no event shall any provision of this Section 17, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this Section 17 does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section 17 does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

SECTION 18. TRAVEL

The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to 2 CFR Part 200 (as applicable) and either its board-approved travel policy (not to exceed the amounts established in subchapter I of Chapter 57 of Title 5, United States Code ``Travel and Subsistence Expenses; Mileage Allowances), or in the absence of such a policy, the State of Texas travel policies under 10 TAC §1.408. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and *per diem* expenses of its board members and employees.

SECTION 19. BONDING AND INSURANCE REQUIREMENTS

- A. PAYMENT AND PERFORMANCE BOND. If Subrecipient will enter in to a construction or facility improvements contract with a third-party in the amount of \$25,000.00 or greater, Subrecipient must execute with the contractor a payment bond in the full amount of the contract. If the Subrecipient will enter in to contract with a prime contractor in excess of \$100,000.00, a performance bond in the full amount of the contract is also required. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the State Insurance Department. Such assurances of completion will run to the Department as obligee and must be documented prior to the start of construction. This bonding requirement applies to the extent required by federal or state law.
- B. INSURANCE. Subrecipient shall maintain adequate personal injury and property damage liability insurance. Subrecipient is encouraged to obtain pollution occurrence insurance in addition to the general liability insurance. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to determine if lead contamination is covered. If it is not, Subrecipient should consider securing adequate coverage for all construction projects. Additional liability insurance costs may be paid from administrative funds. The Department strongly recommends the Subrecipient require their contractors to carry pollution occurrence insurance to avoid being liable for any mistakes the contractors may make. Each agency should get a legal opinion regarding the best course to take for implementing the pollution occurrence insurance coverage.

SECTION 20. LITIGATION AND CLAIMS

Subrecipient shall give Department immediate written notice of any claim or action filed with a court or administrative agency against Subrecipient and arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall furnish to Department copies of all pertinent papers received by Subrecipient with respect to such action or claim.

SECTION 21. LEGAL AUTHORITY

- A. LEGAL AUTHORITY. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.
- B. SIGNATURE AUTHORITY. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by the Subrecipient's governing board to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.
- C. TERMINATION; LIABILITY. Department shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Subrecipient, or the person signing this Contract on behalf of Subrecipient, to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 21.

- D. MERGER; DEFAULT. Subrecipient understands that it is an event of default under this Contract if the Subrecipient liquidates, terminates, dissolves, merges, consolidates or fails to maintain good standing in the State of Texas, and such is not cured prior to causing material harm to Subrecipient's ability to perform under the terms of this Contract.

SECTION 22. COMPLIANCE WITH LAWS

- A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the LIHEAP Act, the federal rules and regulations promulgated under the LIHEAP Act, the CARES Act, the State Act, Chapter 2105 of the Texas Government Code, the State Rules, LIHEAP State Plan, the certifications attached, and all federal, state, and local laws and regulations applicable to the performance of this Contract. Subrecipient shall not violate any federal, state, or local laws, stated herein or otherwise, nor commit any illegal activity in the performance of or associated with the performance of this Contract. No funds under this Contract shall be used for any illegal activity or activity that violates any federal, state or local laws.
- B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this Contract and the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as Addendum B that it is implementing the Drug-Free Workplace Act of 1988 (41 U.S.C. §701, *et seq*) and HUD's implementing regulations including, without limitation, 2 CFR Parts 182 and 2429.
- C. LIMITED ENGLISH PROFICIENCY (LEP). Subrecipient must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the Service Area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.
- D. INFORMATION SECURITY AND PRIVACY REQUIREMENTS.
1. General. Subrecipient shall comply with the information security and privacy requirements under 10 TAC §1.24 to ensure the security and privacy of Protected Information (as said term is defined under 10 TAC §1.24).
 2. Information Security and Privacy Agreement ("ISPA"). Prior to beginning any work under this Contract, Subrecipient shall either (i) have an effective, fully executed ISPA, as required by 10 TAC §1.24, on file with the Department, or (ii) will execute and submit to the Department an ISPA in accordance with instructions found on the Department's website at the "Information Security and Privacy Agreement" link.
- E. Prevention of Trafficking. Subrecipient and its contractors must comply with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104 *et seq.*). If Subrecipient or its contractor or subcontractor engages in, or uses labor recruiters, brokers or other agents who engage in any of the prohibited activities under Section 106(g) of the Trafficking Victims Protection Act of 2000, Department may terminate this Contract and Subrecipient hereby agrees and acknowledges that upon termination, Subrecipient's rights to any funds shall be terminated.

SECTION 23. PREVENTION OF WASTE, FRAUD, AND ABUSE

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

SECTION 24. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

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

SECTION 25. CONFLICT OF INTEREST/NEPOTISM

- A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award.
- C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.
- D. Subrecipient shall, in addition to the requirements of this Section 25, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.
- E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

SECTION 26. POLITICAL ACTIVITY PROHIBITED

- A. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any state official or employee from furnishing to any member of its governing body upon request, or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential information.
- B. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government, the State of Texas, or the government of the United States.
- C. None of the funds provided under this Contract shall be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award governed by the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352) as the Development Owner and each of its tiers have certified by their execution of the “Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements” attached hereto as Addendum A and incorporated herein for all relevant purposes.

SECTION 27. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

- A. NON-DISCRIMINATION. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.
- B. EQUAL OPPORTUNITY. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President’s Executive Order 11246 of September 24, 1965, as amended, and its implementing regulations at 41 CFR Part 60.

- C. ACCESSIBILITY. Subrecipient must meet the standards under (i) Section 504 of the Rehabilitation Act of 1973 (5 U.S.C. §794) and (ii) Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131-12189; 47 U.S.C. § 155, 201, 218 and 255) as implemented by U. S. Department of Justice at 28 CFR Parts 35 and 36. Subrecipient shall operate each program or activity receiving financial assistance so that the program or activity, when viewed in its entirety, is readily accessible and usable by individuals with disabilities. Subrecipient is also required to provide reasonable accommodations for persons with disabilities.
- D. SUBCONTRACTS. Subrecipient will include the substance of this Section 27 in all subcontracts.

SECTION 28. DEBARRED AND SUSPENDED PARTIES

By signing this Contract, Subrecipient certifies that none of its principal employees, board members, agents, or contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency as provided in the Certification Regarding Debarment, Suspension and Other Responsibility Matters attached hereto as Addendum D and incorporated herein for all relevant purposes. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in the certification attached as Addendum D, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Subrecipient also certifies that it will not knowingly award any funds provided by this Contract to any person who is proposed for debarment under 48 CFR Part 9, subpart 9.4 or that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management (“SAM”) at www.sam.gov and including a copy of the results in its project files. After said verification, Subrecipient may decide the frequency by which it determines the eligibility of its subcontractors during the term of the subcontractor’s agreement. Subrecipient may subsequently rely upon a certification of a subcontractor that is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Subrecipient knows that the certification is erroneous. Failure of Subrecipient to furnish the certification attached hereto as Addendum D or an explanation of why it cannot provide said certification shall disqualify Subrecipient from participation under this Contract. The certification or explanation will be considered in connection with the Department’s determination whether to continue with this Contract. Subrecipient shall provide immediate written notice to Department if at any time Subrecipient learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Subrecipient further agrees by executing this Contract that it will include the certification provision titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusive-Subcontracts,” as set out in Addendum D, without modification, and this language under this Section 28, in all its subcontracts.

SECTION 29. FAITH BASED AND SECTARIAN ACTIVITY

Funds provided under this Contract may not be used for sectarian or explicitly religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. Subrecipient shall comply with the regulations promulgated by the U. S. Department of Health and Human Services (“HHS”) at 45 CFR Part 87.

SECTION 30. COPYRIGHT

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

SECTION 31. NO WAIVER

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

SECTION 32. SEVERABILITY

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

SECTION 33. ORAL AND WRITTEN AGREEMENTS

- A. All oral and written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.
- B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:
 - 1. Addendum A - Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
 - 2. Addendum B - Certification Regarding Drug-Free Workplace Requirements
 - 3. Addendum C - Certification Regarding Environmental Tobacco Smoke
 - 4. Addendum D - Certification Regarding Debarment, Suspension and Other Responsibility Matters
 - 5. Addendum E - PRWORA Requirements
 - 6. Exhibit A - Budget
 - 7. Exhibit B - Performance Statement

SECTION 34. SPECIAL CONDITIONS

- A. In order to achieve compliance with the LIHEAP Act, Subrecipient must coordinate with other energy related programs. Specifically, Subrecipient must make documented referrals to the local Weatherization Assistance Program.
- B. Subrecipient shall accept applications for CEAP benefits at sites that are geographically accessible to all Households in the Service Area. Subrecipient shall provide Elderly Persons and Persons with Disabilities who cannot independently travel to the application site the means to submit applications for CEAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

SECTION 35. APPEALS PROCESS

In compliance with the LIHEAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner. Subrecipient must establish a denial of service complaint procedure in accordance with 10 TAC §6.8.

SECTION 36. USE OF ALCOHOLIC BEVERAGES

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

SECTION 37. FORCE MAJURE

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

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

SECTION 38. ALTERNATIVE DISPUTE RESOLUTION

In accordance with Section 2306.082 of the Texas Government Code, it is the Department's policy to encourage the use of appropriate alternative dispute resolution procedures ("ADR") under the Governmental Dispute Resolution Act and the Negotiated Rulemaking Act (Chapters 2009 and 2006 respectively, Texas Government Code), to assist in the fair and expeditious resolution of internal and external disputes involving the Department and the use of negotiated rulemaking procedures for the adoption of Department rules. As described in Chapter 154, Civil Practices and Remedies Code, ADR procedures include mediation. Except as prohibited by Department's ex parte communications policy, Department encourages informal communications between Department staff and the Subrecipient, to exchange information and informally resolve disputes. Department also has administrative appeals processes to fairly and expeditiously resolve disputes. If at any time the Subrecipient would like to engage Department in an ADR procedure, the Subrecipient may send a proposal to Department's Dispute Resolution Coordinator. For additional information on Department's ADR policy, see Department's Alternative Dispute Resolution and Negotiated Rulemaking at 10 TAC §1.17.

SECTION 39. TIME IS OF THE ESSENCE

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

SECTION 40. COUNTERPARTS AND FACSIMILE SIGNATURES

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

SECTION 41. NUMBER, GENDER

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

SECTION 42. NOTICE

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

As to Department:

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

As to Subrecipient:

City of Lubbock
PO Box 2000
Lubbock, TX 79457
Attention: Karen Murfee, Executive Director
Telephone: (806) 775-2301 Fax: (806) 775-3917 Email: kmurfee@mail.ci.lubbock.tx.us

- B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 42.
- C. Subrecipient shall provide contact information to the Department in accordance with 10 TAC §6.6.

SECTION 43. VENUE AND JURISDICTION

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

SECTION 44. LIMITATION ON ABORTION FUNDING

- A. Pursuant to Chapter 2272 of the Texas Government Code, to the extent allowed by federal and state law, the Department may not enter into this Contract with an "abortion provider" or an "affiliate" of an abortion provider, as said terms are defined thereunder, if funds under this Contract are appropriated from state or local tax revenue.
- B. By execution of this Contract, the Subrecipient hereby certifies that, as a condition of receipt of any funds under this Contract from state or local tax revenue, it is eligible to receive said funds, and that it will not utilize said funds in any way contrary to this Section 44 during the Contract Term.

SECTION 45. ASSIGNMENT

This Contract is made by Department to Subrecipient only. Accordingly, it is not assignable without the written consent and agreement of Department, which consent may be withheld in Department's sole discretion.

SECTION 46. FEDERAL AND STATE WAIVERS AND ALTERNATIVE REQUIREMENTS

- A. 10 TAC §6.304 does not apply to this Contract because of the alternative expenditure requirements under the CARES Act.
- B. The sentence “The first bill payment may cover two separate fuel sources” in 10 TAC §6.309(h)(1)(B) has been waived by the Department from March 27, 2020 through December 31, 2020.

EXECUTED to be effective on **March 27, 2020**

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By: **Karen Murfee**
Title: **Executive Director**
Date: **June 30, 2020 10:51 am**

DEPARTMENT:

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

By: **Robert Wilkinson**
Title: Its duly authorized officer or representative
Date: **June 30, 2020 1:51 pm**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58990003291
FY 2020 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) and
Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
(CFDA # 93.568)

ADDENDUM A

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

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

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

This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By: **Karen Murfee**
Title: **Executive Director**
Date: **June 30, 2020 10:51 am**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58990003291
FY 2020 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) and
Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
(CFDA # 93.568)

ADDENDUM B

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F., Sections 76.630(c) and (d)(2) and 76.645 (a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within 10 calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance [site(s) for the performance of work done in connection with the specific grant] (include street address, city, county, state, zip code):

City of Lubbock
1625 13th St
Lubbock, TX 794013830

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). If Subrecipient does not identify the workplaces at the time of application, or upon award, if there is no application, the Subrecipient must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, Department, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By: **Karen Murfee**
Title: **Executive Director**
Date: **June 30, 2020 10:51 am**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58990003291
FY 2020 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) and
Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
(CFDA # 93.568)

ADDENDUM C

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

The undersigned certifies to the following:

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Contract the Subrecipient certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By: **Karen Murfee**
Title: **Executive Director**
Date: **June 30, 2020 10:51 am**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58990003291
FY 2020 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) and
Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
(CFDA # 93.568)

ADDENDUM D

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in section (b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (e) Will submit to the Department information about each proceeding that occurs during this Contract Term or during the recordkeeping period that:
 - 1. Is in connection with this award;
 - 2. Reached its final disposition during the most recent five year period; and
 - 3. Is one of the following:
 - i. A criminal proceeding that resulted in a conviction, as defined below;
 - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - iii. An administrative proceeding, as defined below, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damage in excess of \$100,000; or
 - iv. Any other criminal, civil, or administrative proceeding if:
 - 1. It could have led to an outcome described in this section (e) paragraph (3) items (i) - (iii) of this award term and condition;
 - 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - 3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations
 - 4. For purposes of section (e) of this certification the following definitions apply:
 - i. An "administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
 - ii. A "conviction", for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Where the undersigned Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation of why it cannot provide said certification to this Contract.

The undersigned Subrecipient further agrees and certifies that it will include the below clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Subcontracts/Lower Tier Covered Transaction," without modification, in all subcontracts and in all solicitations for subcontracts:

"CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - SUBCONTRACTS/ LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant/subcontractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant/subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

LOWER TIER PARTICIPANT/SUBCONTRACTOR:

[Signature]
Printed Name: _____
Title: _____
Date: _____"

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to any other remedies available to the Federal Government, the Department may terminate this Contract for cause or default.

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By: **Karen Murfee**
Title: **Executive Director**
Date: **June 30, 2020 10:51 am**

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58990003291
FY 2020 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) and
Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
(CFDA # 93.568)

ADDENDUM E

PRWORA REQUIREMENTS

If an individual is applying for LIHEAP funds, a Subrecipient must verify that the individual applying for LIHEAP funds is a qualified recipient for funding under the Personal Responsibility and Work Opportunity Act of 1996, ("PRWORA") or ("Act"), Pub. L. 104-193, 110 Stat. 2105, codified at 8 U.S.C. §1601 *et. seq.*, as amended by the Omnibus Appropriations Act, 1997, Pub. L. 104-208.

There are certain types of assistance that are not subject to the Act's restriction on access to public benefits based on immigration status. This includes activities that: (1) deliver in-kind services at the community level, (2) are necessary for the protection of life or safety, and (3) do not condition the provision of assistance on the applicant's income or resources.

To ensure that a non-qualified applicant does not receive "federal public benefits," a unit of general purpose government that administers "federal public benefit programs" is required to determine, and to verify, the individual's alienage status before granting eligibility (8 U.S.C. §1642 (a) and (b)). Subrecipient must use the SAVE verification system to verify and document qualified alien eligibility.

**CERTIFICATION REGARDING USE OF THE SYSTEMATIC ALIEN VERIFICATION FOR
ENTITLEMENTS (SAVE) SYSTEM**

Subrecipient shall:

(1) System Use.

(a) Establish the identity of the applicants and require each applicant to present the applicant's immigration or naturalization documentation that contains the information (e.g., alien registration number) required by the SAVE Program;

(b) Physically examine the documentation presented by the applicant and determine whether the document(s) reasonably appear(s) to be genuine and to relate to the individual;

(c) Provide to the SAVE Program the information the SAVE Program requires to respond to Subrecipient requests for verification of immigration or naturalized or derived citizenship status information, including (1) information from the applicant's immigration or naturalization documentation for initial automated verification, (2) additional information obtained from the alien's immigration or naturalization documentation for automated additional verification, and (3) completed Forms G-845 and other documents and information required for manual additional verification. For manual only verification, ensure that Forms G-845 and other documents and information required for manual verification are provided;

(d) Ensure that, prior to using the Verification Information System, all employees designated by Subrecipient to use SAVE on behalf of the Subrecipient ("Users") performing verification procedures complete SAVE required training including: reading the SAVE Program Guide, taking the latest version of Web tutorial(s), <http://www.uscis.gov/save/what-save/save-webinars>, and maintaining a working knowledge of requirements contained therein and in this Contract as updated. Documentation of training must be maintained by the Subrecipient for monitoring review;

(e) Ensure that Users are provided with and maintain User Ids only while they have a need to perform verification procedures;

(f) Ensure all Users performing verification procedures comply with all requirements contained in the SAVE Program Guide, web-based tutorial, this Contract, and updates to these requirements;

(g) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE Monitoring and Compliance. Contact information can be found at <https://www.uscis.gov/e-verify/employers/monitoring-and-compliance> or 202-443-0104

(h) Ensure all Users perform any additional verification procedures the SAVE Program requires and/or the applicant requests after the Subrecipient initiates a request for verification;

(i) Use any information provided by DHS-USCIS under this Contract solely for the purpose of determining the eligibility of persons applying for the benefit issued by the Subrecipient and limit use of such information in accordance with this and all other provisions of this Contract;

(j) Comply with the requirements of the Federal Information Security Management Act (FISMA (PL-107-347), Title III, Section 301) and OMB guidance as applicable to electronic storage, transport of records between agencies, and the internal processing of records received by either agency under the terms of this Contract;

(k) Safeguard such information and access methods to ensure that it is not used for any other purpose than described in this Contract and protect its confidentiality; including ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS. Each applicant seeing access to information regarding him/her may do so by submitting a written signed request to DHS-USCIS. Instructions for submitting request may be found at http://www.uscis.gov/USCIS/Verification/SAVE/SAVE_Native_Documents/Fact_Sheet_HowToCorrectYourRecordswithUSCIS.pdf (subject to revision and reposting on the SAVE Website and Online Resources);

(l) Comply with the Privacy Act, 5 U.S.C. §552a, the Texas Public Information Act and other applicable laws, regulations, and policies, including but not limited to all OMB and DHS privacy guidance, in conducting verification procedures pursuant to this Contract, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to the Contract;

(m) Comply with federal laws prohibiting discrimination against applicants and discriminatory use of the SAVE Program based upon the national origin, color, race, gender, religion, or disability of the applicant;

(n) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with adequate written notice of the denial and the information necessary to contact DHS-USCIS so that such individual may correct their records in a timely manner, if necessary. A Fact Sheet that includes the process by which applicants may contact DHS - USCIS is posted at http://www.uscis.gov/USCIS/Verification/SAVE/SAVE_Native_Documents/Fact_Sheet_HowToCorrectYourRecordswithUSCIS.pdf, (subject to revision and reposting on the SAVE Website and Online Resources);

(o) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with the opportunity to use the Subrecipient's existing process to appeal the denial and to contact DHS-USCIS to correct their records prior to a final decision, if necessary; and

(p) Refrain from using SAVE, or assisting any person or entity, to comply with the employment eligibility verification requirements of Section 274A of the Immigration and Nationality Act, 8 U.S.C. §1324a.

(2) Monitoring and Compliance.

(a) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by the Subrecipient, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. §552a or other applicable authority;

(b) Notify the Department's Compliance Division immediately whenever there is reason to believe a violation of this agreement has occurred;

(c) Notify the Department's Compliance Division immediately whenever there is reason to believe an information breach has occurred as a result of User or Subrecipient action or inaction pursuant to Office of Management and Budget (OMB) Memorandum M-07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information;"

(d) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by any User, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. §552a or other applicable authority;

(e) Allow Department and SAVE Monitoring and Compliance to conduct desk audits and/or site visits to review Subrecipient's compliance with this Addendum E and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this Contract;

(f) Allow Department and SAVE Monitoring and Compliance to perform audits of Subrecipient's User Ids use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;

(g) Allow Department and SAVE Monitoring and Compliance to interview any and all Users and any and all contact persons or other personnel within the Subrecipient's organization or relevant contractors regarding any and all questions or problems which may arise in connection with the Subrecipient's participation in SAVE;

(h) Allow Department and SAVE Monitoring and Compliance to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this Addendum E and the SAVE Program requirements by its authorized agents or designees;

(i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of the Department or SAVE Monitoring and Compliance regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions and safeguards of this Addendum E, SAVE Program procedures or other applicable law, regulation or policy; and

(j) Provide Department and SAVE Monitoring and Compliance with the current e-mail, U.S. postal service address, physical address, name and telephone number Users authorized representative for any notifications, questions or problems that may arise in connection with Users participation in SAVE and with notification of changes in the benefit offered by the User.

(3) Criminal Penalties.

(a) DHS-USCIS reserves the right to use information from TDHCA or Subrecipient for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.

(b) The Subrecipient acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. §552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this Contract may be subject to criminal penalties.

(4) Third Party Liability.

(a) Each party to this Contract shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this Contract, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.

(b) Nothing in this Contract is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, the State of Texas, its agencies, officers, or employees, or the Subrecipient.

(5) Points of Contact

Michael De Young
Director of Community Affairs Division
Texas Department of Housing and Community Affairs
Community Affairs Division
P.O. Box 13941
Austin, TX 78711-3941
Phone: (512) 475-2125
Email: michael.deyoung@tdhca.state.tx.us

USCIS SAVE Program MS 2620
U.S. Citizenship and Immigration Services
Department of Homeland Security
Washington, DC 20529-2620
ATTN: SAVE Operations
Phone: (888) 464-4218
Email: saveregistration@dhs.gov

USCIS SAVE Monitoring and Compliance MS 2640
U.S. Citizenship and Immigration Services
Department of Homeland Security
Washington, DC 20529-2640
Phone: (888) 464-4218
Email: save.monitoring@dhs.gov

(6) Certification.

The undersigned hereby certifies to the Department that all information herein is true and correct to the best of their knowledge and belief. The purpose of this statement is to certify that **City of Lubbock** (Subrecipient):

Is NOT a private nonprofit charitable organization and is an entity created by State Statute and affiliated with a state or governmental entity (such as a housing finance agency, public housing authority, unit of local government, council of governments, county, etc.)

Certification must have the signature from a representative with authority to execute documents on the Subrecipient's behalf.

I certify that I understand that fines and imprisonment up to five years are penalties for knowingly and willingly making a materially false, fictitious, or fraudulent statement or entry in any matter under the jurisdiction of the federal government (18 U.S.C. Sec. 1001).

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By: **Karen Murfee**
Title: **Executive Director**
Date: **June 30, 2020 10:51 am**

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
 CONTRACT NUMBER 58990003291
 FY 2020 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) and
 Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
 (CFDA # 93.568)**

EXHIBIT A

BUDGET

**City of Lubbock
 a political subdivision of the State of Texas**

DEPARTMENT FINANCIAL OBLIGATIONS

\$ 970,441.00	CEAP FUNDS CURRENTLY AVAILABLE
\$ 0.00	TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	\$ 70,066.00	-
Direct Services	\$ 900,375.00	-
TOTAL CEAP BUDGET	\$ 970,441.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	\$ 390,357.00	43.35
Utility Assistance	\$ 390,358.00	43.36
Program Services	\$ 119,660.00	13.29
TOTAL DIRECT SERVICES	\$ 900,375.00	100.00

General Administrative and coordination of CEAP, including costs and all indirect (or overhead) cost, examples include salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 7.22% of the Contract expenditures. All other administrative costs, exclusive of costs for program services, must be paid with nonfederal funds.

Program services costs shall not exceed the maximum 13.29%. Program services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable program services cost when associated with providing client direct services. Other program services costs may include outreach activities and expenditures on the information technology and computerization needed for tracking or monitoring required by CEAP.

Department's prior written approval for purchase or lease of equipment with an acquisition cost of \$5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Term. A second and final budget revision must be received by the Department no later than 45 calendar days prior to the end of the Contract Term.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in Contract termination. Subrecipient must document outreach, whether the outreach is conducted with CEAP funds or other funds.

Vendor Refunds

Subrecipient must determine which TDHCA contract the payment(s) were charged to, the clients(s) associated to the payment(s), and if the Contract Term has expired.

If the Contract Term has not expired, Subrecipient must enter the amount into the Contract System in the appropriate budget line item into the Adjustment column in the monthly report and make an appropriate note in the system. This will credit back the vendor refund(s) for the Subrecipient to expend on eligible expenses during the Contract Term.

If the Contract Term has expired, Subrecipient must return the vendor refund(s) to the Department. This refund must contain the contract number, and appropriate budget line item associated to the refund(s).

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 58990003291
FY 2020 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) and
Coronavirus Aid, Relief, and Economic Security Act (CARES Act)
(CFDA # 93.568)

EXHIBIT B

PERFORMANCE STATEMENT

City of Lubbock
a political subdivision of the State of Texas

PERFORMANCE BENCHMARKS AS REFLECTED THROUGH THE MONTHLY EXPENDITURE AND PERFORMANCE REPORT

The original amount of funds awarded under this Contract can be found in Section 4F.

1. By September 15, 2020, Subrecipient must demonstrate expenditure of 25% or greater of the original amount funds awarded under this Contract;
2. By December 15, 2020, Subrecipient must demonstrate expenditure of 40% or greater of the original amount funds awarded under this Contract;
3. By March 15, 2021, Subrecipient must demonstrate expenditure of 60% or greater of the original amount funds awarded under this Contract;
4. By June 15, 2021, Subrecipient must demonstrate expenditure of 80% or greater of the original amount funds awarded under this Contract;
5. Subrecipient must submit a final Monthly Expenditure and Performance Report no later than 45 days after the end of the Contract Term.



Regular City Council Meeting

7. 2.

Meeting Date: 08/11/2020

Information

Agenda Item

Budget Ordinance Amendment - Finance: Consider Budget Ordinance Amendment 30, amending the FY 2019-20 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services for COVID-19 Grant Program; providing for filing; providing for a savings clause and providing for passage on first reading as an emergency.

Item Summary

Accept and appropriate \$154,908 from the Texas Department of State Health Services for COVID-19 Grant program. No matching funds are required.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 30

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2019-20 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES FOR THE COVID-19 GRANT PROGRAM; 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

WHEREAS, the City Council deems it advisable to change the FY 2019-20 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 2019-20 (Budget Amendment #30) for municipal purposes, as follows:

- I. Accept and appropriate \$154,908 from The Texas Department of State Health Services for the COVID-19 Grant Program.

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
Deputy City Attorney



Regular City Council Meeting

7. 3.

Meeting Date: 08/11/2020

Information

Agenda Item

Budget Ordinance Amendment - Finance: Consider Budget Ordinance Amendment 31, amending the FY 2019-20 Budget for municipal purposes respecting the General Fund and the Capital Fund to establish Capital Improvement Project 92672, Parking Garage; amend Capital Improvement Project 92369, Municipal Facilities Replacements/Renovations, amend Capital Improvement Project 92551, Public Safety Improvements, providing for filing; and providing for a savings clause.

Item Summary

I. Establish Capital Improvement Project 92672, Parking Garage, and appropriate funding of \$7,961,294 to construct the Parking Garage to be located south of Citizen's Tower. The funding is \$4,118,000 FY 2019 Certificates of Obligation Bonds moved from Capital Improvement Project 92551 Public Safety Improvements, \$500,000 FY 2016 Certificates of Obligation Bonds moved from Capital Improvement Project 92369 Municipal Facilities Replacements Renovations, \$2,000,000 General Fund Capital fund balance, and \$1,343,294 from General Fund Operating fund balance.

II. Amend Capital Improvement Project 92551 Public Safety Improvements, by reducing the appropriation and funding by \$4,118,000, from \$60,000,000 to \$55,882,000. The funding being moved from Capital Improvement Project 92551 Public Safety Improvements is FY 2019 Certificates of Obligation Bonds.

III. Amend Capital Improvement Project 92369 Municipal Facilities Replacements/Renovations, by reducing the appropriation and funding by \$500,000, from \$63,000,000 to \$62,500,000. The funding being moved from Capital Improvement Project 92369 Municipal Facilities Replacement/Renovation is FY 2016 Certificates of Obligation Bonds.

IV. Appropriate \$2,000,000 General Fund Capital fund balance. The funding is cash from proceeds received from sale of former City Hall.

V. Amend General Fund FY 2019-20 Operating Budget by increasing the appropriation for the Transfer to General Capital by \$1,343,294, from \$12,097,594 to \$13,440,888. The funding is cash from the General Fund operating fund balance.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

BA 31 Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2019-20 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND AND THE CAPITAL FUND TO ESTABLISH CAPITAL IMPROVEMENT PROJECT 92672, PARKING GARAGE; AMEND CAPITAL IMPROVEMENT PROJECT 92369, MUNICIPAL FACILITIES REPLACEMENTS/RENOVATIONS, AMEND CAPITAL IMPROVEMENT PROJECT 92551, PUBLIC SAFETY IMPROVEMENTS; 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

WHEREAS, the City Council deems it advisable to change the FY 2019-20 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 2019-20 (Budget Amendment #31) for municipal purposes, as follows:

1. Establish Capital Improvement Project 92672, Parking Garage, and appropriate funding of \$7,961,294 to construct a Parking Garage. The funding is \$4,118,000 FY 2019 Certificates of Obligation Bonds moved from Capital Improvement Project 92551 Public Safety Improvements, \$500,000 FY 2016 Certificates of Obligation Bonds moved from Capital Improvement Project 92369 Municipal Facilities Replacements Renovations, \$2,000,000 General Fund Capital fund balance, and \$1,343,294 from General Fund Operating fund balance.
2. Amend Capital Improvement Project 92551 Public Safety Improvements, by reducing the appropriation and funding by \$4,118,000, from \$60,000,000 to \$55,882,000. The funding being moved from Capital Improvement Project 92551 Public Safety Improvements is FY 2019 Certificates of Obligation Bonds
3. Amend Capital Improvement Project 92369 Municipal Facilities Replacements/Renovations, by reducing the appropriation and funding by \$500,000, from \$63,000,000 to \$62,500,000. The funding being moved from Capital Improvement Project 92369 Municipal Facilities Replacement/Renovation is FY 2016 Certificates of Obligation Bonds.
4. Appropriate \$2,000,000 General Fund Capital fund balance. The funding is cash from proceeds received from sale of former City Hall.

5. Amend General Fund FY 2019-20 Operating Budget by increasing the appropriation for the Transfer to General Capital by \$1,343,294, from \$12,097,594 to \$13,440,888. The funding is cash from the General Fund operating fund balance.

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
Deputy City Attorney



Regular City Council Meeting

7. 3. 1.

Meeting Date: 08/11/2020

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Contract 15261, with Hensel Phelps Construction Co., for General Contractor services for the construction of a Municipal Parking Garage.

Item Summary

This contract for General Contractor services is for the construction of a Municipal Parking Garage, site improvements, and utilities for the project. The structure is located in Lubbock, Lubbock County, Texas at 14th Street and Avenue L. The construction will consist of three parking levels, two elevators, four stairwells and tie-in to an existing tunnel connecting Citizens Tower.

In response to RFP 20-15261-MA, four contractors submitted competitive sealed proposals that were evaluated and ranked in relation to the published selection criteria pursuant to Texas Local Government Code, Section 2269.

The proposals ranged in price from \$7,241,00.00 to \$7,556,000.00 with construction duration estimated between 300 to 336 days. The proposals were evaluated based on the following criteria: Price (60%), Contractor Qualifications (30%), Safety Record Questionnaire (5%), and Construction Time (5%). The maximum point value is 100 points. Upon initial evaluations, the top firm was determined to be Hensel Phelps Construction Co. of Austin, Texas.

Contractor	Points
Hensel Phelps Construction Co., Austin, Texas	97.30
Teinert Commercial Building Services, Inc., Lubbock, Texas	94.45
Lee Lewis Construction, Inc., Lubbock, Texas	92.55
Western Builders of Amarillo, Inc., Amarillo, Texas	87.20

After additional discussion, committee members confirmed Hensel Phelps Construction Co. as the most qualified firm.

Texas Local Government Code, Section 2269 requires the City to select the offeror that provides the best value based on the published selection criteria and on its ranking evaluation. In determining the best value, the City is not restricted to considering price alone, and considers the other factors stated in the selection criteria. The City and its architect or engineer may discuss with the selected offeror, options for a scope or time modification and any price change associated with the modification.

Staff and Evaluation Committee recommends award to the most qualified proposer, Hensel Phelps Construction Co. of Austin, Texas, for \$7,398,000, with a construction duration of 328 days for final completion.

Fiscal Impact

A budget amendment is included on this agenda creating Capital Improvement Project 92672, Parking Garage, and appropriating funding in the amount of \$7,961,294.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution for Contract 15261 Municipal Parking Garage

Bid For for Contract 15261 Municipal Parking Garage

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. 15261 for Municipal Parking Garage as per RFP 20-15261-MA, by and between the City of Lubbock and Hensel Phelps Construction Co., of Austin, 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

REVISED

PROPOSAL SUBMITTAL FORM
LUMP SUM PROPOSAL CONTRACT

DATE: May 5, 2020

PROJECT NUMBER: RFP 20-15261-MA Municipal Parking Garage

Proposal of Hensel Phelps Construction Co. (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the Municipal Parking Garage 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.

I. BASE PROPOSAL (Without Alternates)

ITEM	DESCRIPTION	BASE PROPOSAL (Without Alternates)
1	Construction of the Municipal Parking Garage	\$ 7,429,000

ALTERNATE #1:

ITEM	DESCRIPTION	PRICING
1	Provide pricing for street markings and raised pavement markers	\$ 7,000

ALTERNATE #2:

ITEM	DESCRIPTION	REDUCTION
2	Provide pricing for lighted bollard reduction	\$ (38,000)



HENSEL PHELPS
Plan. Build. Manage.



TOTAL PROPOSAL INCLUDING ALTERNATES:

ITEM	DESCRIPTION	TOTAL
1	PROPOSAL INCLUDING ALTERNATES	\$ 7,398,0000

I. OPTION #1

ITEM	DESCRIPTION	PRICING
1	Provide pricing to include perforated screen	\$ 558,000

OPTION #2

ITEM	DESCRIPTION	PRICING
2	Provide pricing to include mesh screen	\$ 731,000

PROPOSED CONSTRUCTION TIME:

I. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 328 (to Final Completion)

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 360 Consecutive Calendar Days Completed by the Contractor.

THREE HUNDRED AND SIXTY DAYS CONSECUTIVE CALENDAR DAYS (360) thereafter as stipulated in the specifications and other documents. Offeror hereby further agrees to pay to Owner as liquidated damages in the sum of \$1,500 ONE THOUSAND FIVE HUNDRED) 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 document.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Offerors. Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing. The Offeror agrees that this proposal shall be good for a period of ninety (90) calendar days after the scheduled closing time for receiving



proposals.

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

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

BDN Offeror's Initials



HENSEL PHELPS
Plan. Build. Manage.




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 the total proposal Dollars (Five Percent), 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: May 1, 2020



 Authorized Signature

Bradley D. Winans, Vice President/District Manager
 (Printed or Typed Name)

(Seal if Offeror is a Corporation)

ATTEST:

 Secretary

Offeror acknowledges receipt of the following addenda:

- Addenda No. 1 Date 3.27.20
- Addenda No. 2 Date 3.27.20
- Addenda No. 3 Date 4.15.20
- Addenda No. 4 Date 4.28.20
- ADDENDA NO. 5 DATE 4.29.20
- ADDENDA NO. 6 DATE 4.30.20

Hensel Phelps Construction Co.
 Company
8326 Cross Park Drive
 Address
Austin , Travis
 City, County
Texas , 78754
 State Zip Code
 Telephone: 512 - 834-9848
 Fax: 512 - 834-9844
 Email: bwinans@henselphelps.com
FEDERAL TAX ID or SOCIAL SECURITY
No.
84-0876644

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



HENSEL PHELPS
 Plan. Build. Manage.



Value Engineering

Hensel Phelps has identified the following voluntary Value Engineering proposals. The below list has not been included in the Base Proposal; the Base Proposal is per plans and specs.

1. Traffic Coating - to eliminate all traffic coatings on the project
Explanation: Typically traffic coatings are applied over finished areas. Per response to RFI, traffic coatings required at all parking areas
(\$386,000)
2. Caulking of Precast - eliminate finish caulking of joints between the "T"s
Explanation: Removal of finish caulking at underside of areas where a topping slab is applied
(\$24,000)



HENSEL PHELPS
Plan. Build. Manage.





Regular City Council Meeting

7. 4.

Meeting Date: 08/11/2020

Information

Agenda Item

Resolution - Purchasing and Contract Management: Consider a resolution authorizing the Mayor to execute Intergovernmental Cooperative Purchasing Agreement 15427, with the State of Oklahoma's Office of Management Enterprise Services (OMES), to provide savings on products purchased by governmental entities.

Item Summary

The State of Oklahoma Cooperative Governmental Purchasing Agreement will allow the City of Lubbock to purchase goods and services pursuant to Oklahoma state contracts to the extent such purchases are allowed by Oklahoma law.

In accordance to the Interlocal Cooperation Act, Chapter 791, Government Code and Cooperative Purchasing Program, Chapter 271, Local Government Code, it is necessary for the City Council to pass a resolution requesting the City be allowed to participate on a voluntary basis in the cooperative purchasing program.

Fiscal Impact

None

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution ILA

ILA 15427

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Interlocal Agreement for cooperative governmental purchasing, by and between the City of Lubbock and the State of Oklahoma's Office of Management Enterprise Services, and all related documents. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

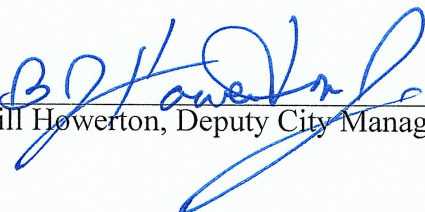
Executed by the City Council this _____ day of _____ 2020.

DANIEL M. POPE, MAYOR

ATTEST:

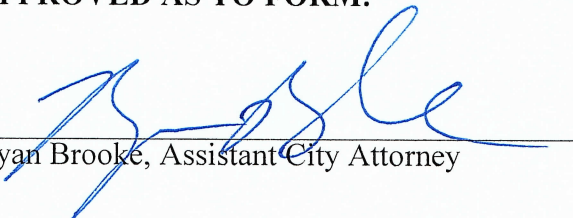
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

Interlocal Agreement-Res- Office of Management Enterprises
July 21, 2020



**Interlocal Agreement
Between
CITY OF LUBBOCK, TEXAS
and
THE OFFICE OF MANAGEMENT AND ENTERPRISE
SERVICES**

This Interagency Agreement, hereinafter "Agreement" is between the Office of Management and Enterprise Services (Central Purchasing Division) and the City of Lubbock Texas, pursuant to 74 O.S. (2009) §1004. It is understood that both entities may designate appropriate personnel to administer the terms of this Agreement.

1. INTRODUCTION

In accordance with this signed agreement, the City of Lubbock, Texas and the State of Oklahoma agree to a cooperative governmental purchasing agreement allowing the City of Lubbock Texas to purchase goods and services pursuant to Oklahoma state contracts to the extent such purchases are allowed by Oklahoma law.

2. PURPOSE

This Agreement establishes the roles, responsibilities and objectives of the signees.

3. DURATION OF THE AGREEMENT

This Agreement shall be effective upon execution of both parties. The Agreement shall remain effective until either party provides the other party with written notice of termination. This Agreement may be amended at any time with the agreement of both parties. Any amendment shall be in writing and signed by both Parties.

4. TERMINATION

The Agreement may be terminated by either party without cause or detriment to either party.

5. OPEN RECORDS

On the occasion that OMES receives an Open Records request specifically related to any purchase by the City of Lubbock, Texas, pursuant to this Agreement, OMES will comply with the request and produce any and all documents not protected as confidential under the State of Oklahoma Open Record Act.

6. DISCLAIMER

- a. Neither party is responsible for the performance of any of the purchasing contract by the vendor.
- b. OMES accepts no responsibility for payment of the purchase price by the using party.
- c. Each party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying party.

Accepted for City of Lubbock, Texas

Daniel M. Pope, Mayor

Date: _____

Accepted For State of Oklahoma

State Purchasing Director
Office of Management and Enterprise Services
2401 N. Lincoln Blvd., Ste. 116
Oklahoma City, OK 73105

Date: _____



**Interlocal Agreement
Between
CITY OF LUBBOCK, TEXAS
and
THE OFFICE OF MANAGEMENT AND ENTERPRISE
SERVICES**

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- b. OMES accepts no responsibility for payment of the purchase price by the using party.
- c. Each party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying party.

Accepted for City of Lubbock, Texas

W. Jarrett Atkinson, City Manager

Date: 7.21.2020

Accepted For State of Oklahoma

State Purchasing Director
Office of Management and Enterprise Services
2401 N. Lincoln Blvd., Ste. 116
Oklahoma City, OK 73105

Date: _____



Regular City Council Meeting

7. 5.

Meeting Date: 08/11/2020

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing a 50-foot wide temporary drainage easement located in Section 30, Block AK, Lubbock County, Texas, 7726 Milwaukee Avenue.

Item Summary

This ordinance abandons and closes a 50-foot wide Temporary Drainage Easement (Volume 980, Page 132) located south of Tract D, Playa Vista Addition, Section 30, Block AK, Lubbock County, Texas. This is for the new plat of Tract A, Stravlo Addition, and a replacement easement will be relocated.

All City departments and franchise utility companies are in agreement with the closure.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Ordinance Abandon and Close a 50-foot Temporary Drainage Easement - Section 30 Block AK

Exhibit A - Ordinance Abandon and Close a 50-foot Temporary Drainage Easement - Section 30 Block AK

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A TEMPORARY DRAINAGE EASEMENT, LOCATED IN SECTION 30, 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 easement hereinafter described in the body of this Ordinance is no longer needed for easement purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for easement purposes and for public use; NOW THEREFORE:

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

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2020.

Passed by the City Council on second reading this _____ day of _____, 2020.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Michael Keenum, P.E., Division Director of Engineering/City Engineer

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

Ord.A&C-Temp. Drainage Easement-Section 30 Block AK
5.21.20

tabular
"A"

16006
FILE AND RETURN TO
ED BUCY R-0-W

Vol 9805 page 132

**TEMPORARY
DRAINAGE EASEMENT**

Ch
P
A
B
C
D

THE STATE OF TEXAS §
COUNTY OF LUBBOCK §

KNOW ALL MEN BY THESE PRESENTS:

THAT MILWAUKEE, LTD., a Texas limited partnership, herein called "GRANTOR", for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) to GRANTOR in hand paid by the CITY OF LUBBOCK, a Home Rule Municipal Corporation of Lubbock County, Texas, the receipt and sufficiency of which is hereby acknowledged and confessed, and for the further good and valuable consideration in benefits accruing and to accrue to the remainder of GRANTOR's property, has by these presents, GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the CITY OF LUBBOCK, its legal representatives, successors and assigns, for the use of the public as a temporary drainage easement, the free and uninterrupted use, liberty of passage in, on, along, over, upon, under, and across all that property lying and being situated in Lubbock County, Texas, and being more particularly described in the attached Exhibits "A" and "B".

SO LONG AS the CITY OF LUBBOCK continues to use said property for the purposes herein stated, said easement includes, but is not limited to, the free and uninterrupted use, liberty and privilege of passage in, along, over, across, under, upon and against the above described land for the purpose of constructing, reconstructing, maintaining, repairing, cleaning and clearing said premises for the free and unobstructed drainage of surface waters; together with the right of ingress, egress and regress for such purposes in, on, along, through and across all property above described.

It is hereby covenanted and agreed that the CITY OF LUBBOCK retains and reserves the right to set and determine the drainage grade and direction of flow of surface waters on the real estate above described. It is also understood that the GRANTOR will retain responsibility for normal maintenance of the easement area, such as the mowing of weeds or grass. However, the city agrees to repair, maintain, and grade problems associated with the erosion of this temporary drainage easement.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging temporarily unto the CITY OF LUBBOCK. Said easement herein granted is for temporary purposes only. GRANTOR hereby grants this easement with the understanding that the CITY OF LUBBOCK will bear all costs associated with the easement closure when GRANTOR requests such closure, either through platting or development of his property on which the easement is located.

WITNESS THE EXECUTION OF THIS INSTRUMENT this 28th day of April, 2005.

MILWAUKEE, LTD., a Texas limited partnership
By: GEORGE McMAHAN DEVELOPMENT,
LLC, its General Partner

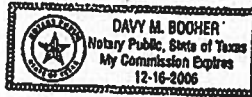
By: [Signature]
GEORGE McMAHAN, Manager

THE STATE OF TEXAS §
COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared **GEORGE McMAHAN**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as act and deed of said **MILWAUKEE, LTD.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of April, 2005.

SEAL



Davy M. Booher
Notary Public in and for the State of Texas

My Commission Expires: 12-16-06

g:/citya1/Temporary Drainage Easement Milwaukee, LTD.
April 20, 2005

TEMPORARY DRAINAGE EASEMENT
MILWAUKEE, LTD.



VOL 9805 PAGE 134
HUGO REED AND ASSOCIATES, INC.
1001 Avenue N / Lubbock, Texas 79401 / 806/763-8842 / FAX 806/763-3891

EXHIBIT " A "

METES AND BOUNDS DESCRIPTION of a 0.5512 acre tract being a proposed drainage easement located in Section 30, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at 1/2" iron rod with cap set for the Southeast corner of this tract which bears N. 01°52'10" E. a distance of 901.69 feet and N. 88°07'50" W. a distance of 55.00 feet from an "X" chiseled on concrete found at the Southeast corner of said Section 30;

THENCE N. 88°07'50" W., a distance of 269.80 feet to a 1/2" iron rod with cap set for a corner of this tract;

THENCE S. 46°52'10" W., a distance of 189.64 feet to a 1/2" iron rod with cap set for the Southwest corner of this tract;

THENCE N. 43°07'50" W., a distance of 50.00 feet to a 1/2" iron rod with cap set for the Northwest corner of this tract;

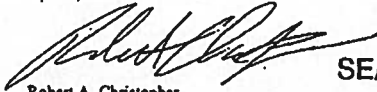
THENCE N. 46°52'10" E., a distance of 210.36 feet to a 1/2" iron rod with cap set for a corner of this tract;

THENCE S. 88°07'50" E., a distance of 290.51 feet to a 1/2" iron rod with cap set for the Northeast corner of this tract;

THENCE S. 01°52'10" W. a distance of 50.00 feet to the Point of Beginning.

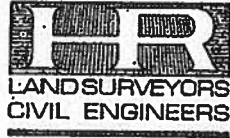
Bearings relative to Texas Coordinate System, NAD 83, (CORS96)
Distances are surface, U.S. Survey Feet.

April 8, 2005


Robert A. Christopher
Registered Professional Land Surveyor No. 5167
Licensed State Land Surveyor
State of Texas

SEAL





vol 9805 page 135
HUGO REED AND ASSOCIATES, INC.
1801 Avenue H / Lubbock, Texas 79401 / 806/763-5642 / FAX 806/763-5891

EXHIBIT " B "

METES AND BOUNDS DESCRIPTION of a 5.066 acre tract being a proposed drainage easement located in Section 30, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at 1/2" iron rod with cap set for the Northeast corner of this tract which bears S. 01°52'10" W. a distance of 1,673.67 feet and N. 88°07'50" W. a distance of 55.00 feet from a 1/2" iron rod found at the Northeast corner of said Section 30;

THENCE S. 01°52'10" W. a distance of 1,089.03 feet to a 1/2" iron rod with cap set for the most Easterly Southeast corner of this tract;

THENCE S. 46°52'10" W., a distance of 21.21 feet to a 1/2" iron rod with cap set for the most Southerly Southeast corner of this tract;

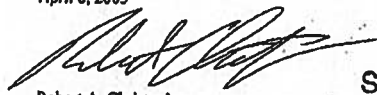
THENCE N. 88°07'50" W., a distance of 185.00 feet to a 1/2" iron rod with cap set for the Southwest corner of this tract;

THENCE N. 01°52'10" E., a distance of 1,104.03 feet to a 1/2" iron rod with cap set for the Northwest corner of this tract;

THENCE S. 88°07'50" E., a distance of 200.00 feet to the Point of Beginning.

Bearings relative to Texas Coordinate System, NAD 83, (CORS96)
Distances are surface, U.S. Survey Feet.

April 8, 2005


Robert A. Christopher
Registered Professional Land Surveyor No. 5167
Licensed State Land Surveyor
State of Texas

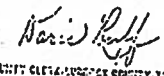
SEAL



FILED FOR RECORD
2005 APR 28 PM 3:19

STATE OF TEXAS
COUNTY OF LUBBOCK
I hereby certify that this instrument was FILED on the
date and at the time stamped hereon by me and was duly
RECORDED in the Volume and Page of the Official Public
Records of Lubbock County, Texas as stamped hereon by me.

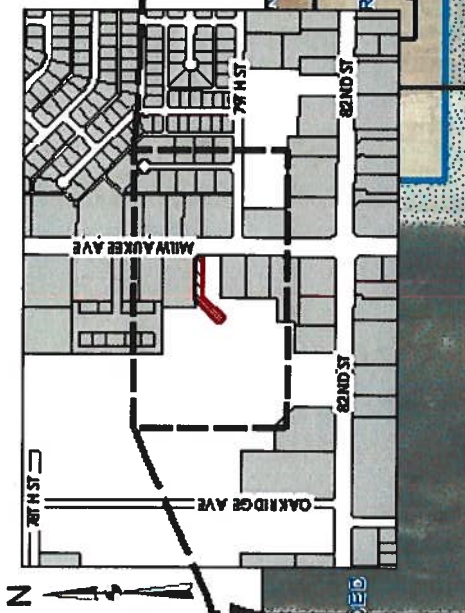
APR 28 2005


COUNTY CLERK, LUBBOCK COUNTY, TEXAS



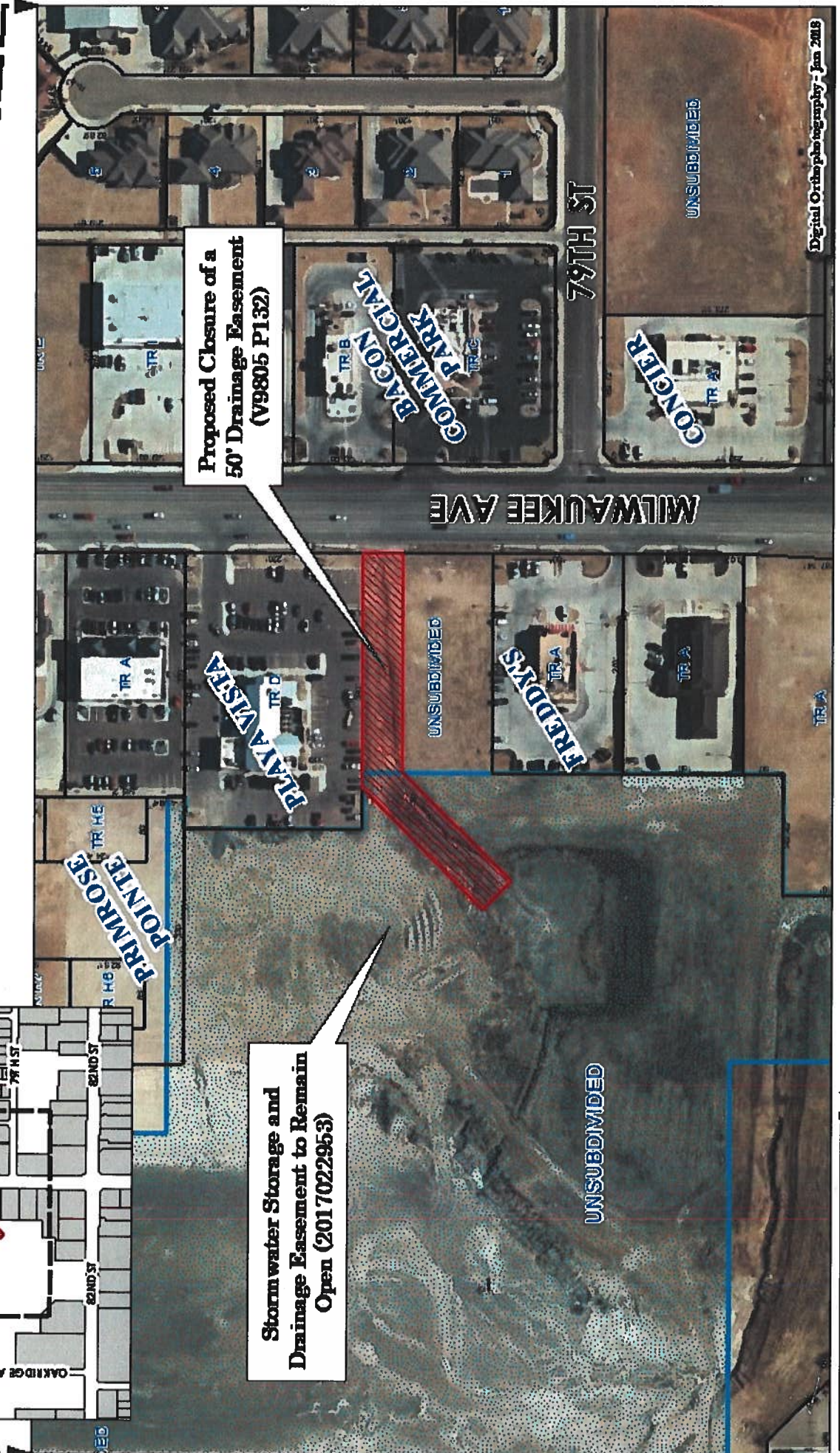

COUNTY CLERK
LUBBOCK COUNTY, TEXAS

Proposed Closure of a 50' Wide Temporary Drainage Easement (V9805 P132) Located West of Milwaukee Ave. and South of Tract D, Playa Vista Addition in Section 30, Block AK, Lubbock County



Proposed Closure of a 50' Drainage Easement (V9805 P132)

Stormwater Storage and Drainage Easement to Remain Open (2017022953)



0 50 100 200 300 400 Feet

As required by Chapter 2051, Geospatial Data Products of the Government Code, this product 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.



Digital Orthophotography - Jan 2018



Regular City Council Meeting

7. 6.

Meeting Date: 08/11/2020

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing a 64-foot drainage easement located in Section 10, Block JS, Lubbock County, Texas, east of 1111 Upland Avenue, for a new development.

Item Summary

The City of Lubbock is in receipt of a request to abandon and close a 64-foot drainage easement (Volume 9110, Page 268), located East of Upland Avenue at 12th Street, Section 10 Block JS, Lubbock County. The closure of this easement is a change in the alignment of 12th Street for a new plat, Burgamy Park North, Lots 1-55, an addition to the City of Lubbock.

All City departments and franchise utility companies are in agreement with the closure.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Ordinance Abandon and Close a 64-foot Drainage Easment - Section 10 Block JS

Exhibit A Ordinance Abandon and Close a 64-foot Drainage Easment - Section 10 Block JS

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A 64-FOOT DRAINAGE EASEMENT, LOCATED EAST OF UPLAND AVENUE AT 12TH STREET, SECTION 10, BLOCK JS, LUBBOCK COUNTY, TEXAS, AS RECORDED IN VOLUME 9110, PAGE 268 OF THE OFFICIAL PUBLIC RECORDS OF 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 easement hereinafter described in the body of this Ordinance is no longer needed for easement purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for easement purposes and for public use; NOW THEREFORE:

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

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2020.

Passed by the City Council on second reading this ____ day of _____, 2020.

DANIEL M. POPE, MAYOR

EXHIBIT

tabbies

"A"

RETURN TO: Mr. Boyd
4412-74A
Lubbock TX
DRAINAGE EASEMENT

GLDGF # 00-4174

VOL 9110 PAGE 268

2.00
3.00
1.00 CC

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

18677

THAT BURGAMY DEVELOPMENT CORPORATION, a Texas Corporation, herein after called "Grantor", for valuable consideration in benefits accruing and to accrue to the remainder of Grantor's property, the receipt and sufficiency of which is hereby acknowledged, has hereby GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the CITY OF LUBBOCK, a Home Rule Municipal Corporation of Lubbock County, Texas, its legal representatives, successors and assigns, for the use of the public as perpetual and permanent drainage easement, the free and uninterrupted use, liberty of passage in, on, along, over, upon, under, and across all that property lying and being situated in Lubbock County, Texas, and being more particularly described in attached Exhibit A.

SO LONG AS THE public continues to use said property for the purposes herein stated, said easement includes, but is not limited to, the free and uninterrupted use, liberty and privilege of passage in, along, over, across, under, upon and against hereinafter described land for the purpose of constructing, reconstructing, maintaining, repairing, cleaning and clearing said premises for the free and unobstructed drainage of surface waters; together with the right of ingress, egress and regress for such purposes in, on, along, through and across all the property above described.

It is hereby covenanted and agreed that the CITY OF LUBBOCK retains and reserves the right to set and determine the drainage grade and direction of flow of surface waters on the real estate above described and buildings of like permanent structures shall not be erected, built, constructed or allowed to be erected, built or constructed in, upon, over, along or across the real estate above described, and if such erection, building or construction does occur in violation of this prohibition, the CITY OF LUBBOCK shall have the right to remove said building or structure from the aforesaid real estate.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the right and appurtenances thereto in anywise belonging perpetually unto the CITY OF LUBBOCK, its successors and assigns, for so long as the CITY OF LUBBOCK uses the same for the purposes herein granted.

WITNESS THE EXECUTION OF THIS INSTRUMENT this 6th day of May, 2004.

BURGAMY DEVELOPMENT CORPORATION

By: Nona Marie Burgamy
NONA MARIE BURGAMY,
PRESIDENT

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

vol. 9110, page 269

BEFORE ME, the undersigned Notary Public, on this the 6th day of May, 2004, NONA MARIE BURGAMY, personally appeared before me as President of BURGAMY DEVELOPMENT CORPORATION, and acknowledged to me that she had executed the same for purposes and consideration therein expressed, and in the capacity herein stated as the act and deed of said BURGAMY DEVELOPMENT CORPORATION.

SEAL



Gail Wilkinson
Notary Public, State of Texas

9110mc270

308 Avenue T
Lubbock, TX 79402
Phone & Fax (806) 766-8942
Email: rsl@lubbockcountytx.com

**TEMPORARY DRAINAGE EASEMENT
6.500 ACRES IN
SECTION 10, BLOCK JS,
LUBBOCK COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF A 6.500 ACRE TRACT OF LAND IN SECTION 10, BLOCK JS, B.L. & E.S. RAILROAD COMPANY SURVEY, LUBBOCK COUNTY, TEXAS BEING A PORTION OF THAT TRACT OF LAND CONVEYED TO THE BURGAMY DEVELOPMENT CORPORATION AND DESCRIBED IN VOL 1046 PAGE 675 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS AND FURTHER DE-SCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP SET IN THE WEST LINE OF SAID BURGAMY TRACT FOR THE NORTHWEST CORNER OF THIS TRACT FROM WHENCE A RAILROAD SPIKE FOUND AT THE NORTHWEST CORNER OF SAID SECTION 10 BEARS N 89°45'17" W A DISTANCE OF 992.8 FEET AND N 89°00'00" E A DISTANCE OF 2674.6 FEET AND A NAIL WITH CAP FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 10 BEARS N 89°45'17" W A DISTANCE OF 992.8 FEET AND S 89°00'00" W A DISTANCE OF 2674.6 FEET;

THENCE S 89°45'17" E. AT A DISTANCE OF 281.00 FEET PASS A SET 1/2" IRON ROD WITH CAP, IN ALL / DISTANCE OF 345.00 FEET TO THE NORTHEAST CORNER OF THIS TRACT;

THENCE S 89°00'00" W A DISTANCE OF 64.80 FEET TO THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N 89°45'17" W. AT A DISTANCE OF 136.00 FEET PASS A SET 1/2" IRON ROD WITH CAP, IN ALL / DISTANCE OF 345.00 FEET TO A 1/2" IRON ROD WITH CAP SET IN THE WEST LINE OF SAID BURGAMY TRACT FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N 89°00'00" E. ALONG THE WEST LINE OF SAID BURGAMY TRACT, A DISTANCE OF 64.80 FEET TO THE PLACE OF BEGINNING.

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

SURVEYOR:
JANUARY 8, 2004

Robert L. Smith
ROBERT L. SMITH
R.P.L.S. 1964



SURVEYOR'S REPORT:

THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
FOUND ENCUMBRANCES ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.
BEARINGS RELATIVE TO THIS RECORD CALL OF THE EAST LINE OF SECTION 10, BLOCK JS-4 (VOLUME 764, PAGE 134).

JOB 04-100C

EXHIBIT "A"

STATE OF TEXAS
COUNTY OF LUBBOCK

I hereby certify that this instrument was FILED on the 6th day of May and is the true and correct copy as the same was duly RECORDED in the Volume and Page of the Official Public Records of Lubbock County, Texas as stamped hereon by me.

MAY 6 2004

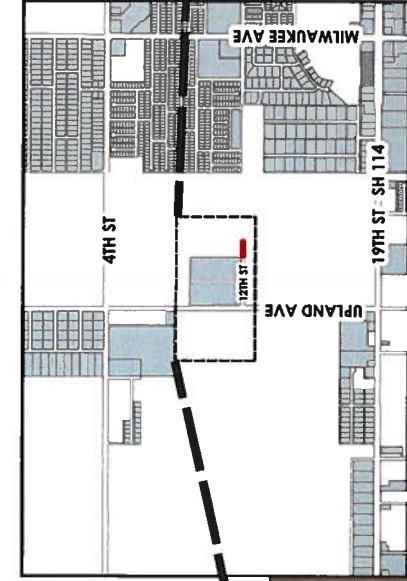
FILED FOR RECORD
2004 MAY -6 PM 3:05

Doris Ruff
COUNTY CLERK, LUBBOCK COUNTY, TEXAS



Doris Ruff
COUNTY CLERK
LUBBOCK COUNTY, TEXAS

**Proposed Closure of an Existing 64'
Wide Drainage Easement (V9110 P268)
Located East of Upland Avenue at 12th
Street, Section 10, Block JS**



64' Wide Drainage Easement
(V9110 P268) to Be Closed

0 50 100 200
Feet

As required by Chapter 2051, Geospatial Data Products of the Government Code, this product 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.

Digital Orthophotography - May 2019





Regular City Council Meeting

7.7.

Meeting Date: 08/11/2020

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute Contract 15325, with Red River Construction, Co., for the construction of the Southeast Water Reclamation Plant - Plant 3 Improvements.

Item Summary

The purpose of the Southeast Water Reclamation Plant - Plant 3 Improvements project is to improve the bio solids removal efficiency of the plant’s secondary clarifiers, and address problems with the deteriorated aeration header piping from the blower building to the aeration basins. Components of the project will include rehabilitation of the secondary clarifiers, airheaders, return activated sludge pumps, aeration basins, and yard piping, to ensure the ability of Plant 3 to produce high quality stream effluent that meets current and proposed TCEQ regulations, for discharge and future drinking water resources.

In response to RFP-20-15325-TF, two proposals were received on June 12, 2020 with the following bid amounts:

Contractor	Amount
Red River Construction, Co., Wylie, TX	\$7,257,052
Utility Contractors of America, Inc., Lubbock, TX	\$7,886,852

The proposals were evaluated using the following criteria: Price (60 points), Contractor Qualifications (30 points), Safety Record Questionnaire (5 points), and Construction Time (5 points). A five-member committee evaluated the proposals and the following ranking was obtained:

Contractor	Points out of 500
Red River Construction, Co., Wylie, TX	462
Utility Contractors of America, Inc., Lubbock, TX	443

The Staff and Evaluation Committee is recommending awarding the unit price contract to the highest ranked proposer, Red River Construction, Co. of Wylie, Texas, for the total negotiated contract amount of \$7,257,052. The time for substantial completion of the project is 540 consecutive calendar days. This contract is awarded by the unit price and actual expenditures may be more or less depending on field conditions.

Fiscal Impact

\$9,456,267 is appropriated in Capital Improvement Project 92444, SEWRP Improvements Plant 3 with \$7,257,052 available for this purpose.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution

Construction Contract

Project Location Exhibit

Budget Detail

CIP Detail

Project Summary Sheet

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, Public Works Contract No. 15325 for Southeast Water Reclamation Plant – Plant 3 Improvements Project as per RFP 20-15325-CM, by and between the City of Lubbock and Red River Construction Co., of Wylie, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

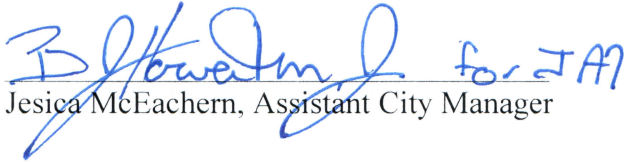
Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jessica McEachern, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

REVISED

**PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT**

DATE: June 10, 2020

PROJECT NUMBER: **RFP 20-15325-CM Southeast Water Reclamation Plant - Plant 3 Improvements Project**

Proposal of Red River Construction Co. (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the **Southeast Water Reclamation Plant - Plant 3 Improvements Project** 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	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
1	All Work as defined in the Contract Documents for Construction except those items listed separately below	1	LS	3,690,000	
2	Mobilization, Demobilization, and Stormwater Pollution Prevention Plan	1	LS	500,000	
3a	All Work as defined in the Contract Documents for Aeration Basin and Secondary Clarifier Structural Repair as defined in Section 03926	240	CU FT	200	48,000
3b	All Work as defined in the Contract Documents for Aeration Basin and Secondary Clarifier Crack Injection with Epoxy as defined in Section 03931	3000	LF	38	228,000 114,000
4	Bid for the development, design, and implementation of a trench safety system as required by OSHA and for the assumption of responsibility by such said system	1	LS	143,800	
5	Secondary clarifier equipment as defined in Section 11355A	1	LS	610,900	

REVISED

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
6	RAS pump equipment as defined in Section 11312D	1	LS	484,500	
7	Pre-negotiated Bid Price for scum pump equipment and pre-rotation chambers as defined in Section 11313F	1	LS	124,562	124,562
8	Pre-negotiated Bid Price for rotary lobe pump equipment as defined in Section 11312R	1	LS	56,590	56,590
9	Total Price for remainder of the Work for Pre-negotiated Items 7 and 8, as defined in Section 01000, Item 40.04	1	LS	63,800	
10	Motor control centers as defined in Section 16444	1	LS	83,200	
11	Add/Deduct – Final Adjustment to Bid, but not including previous Bid Items 1 through 10	1	LS	0	
Total (Items 1-11)				\$ 5,919,352	6,033,352

Add Alternate:

12	Stainless steel aeration piping, valves, and associated supports	1	LS	1,337,700	
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PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 540 (to Substantial Completion Milestones 1 and 2)

TOTAL CONSECUTIVE CALENDAR DAYS: 600 (to Final Completion)

(not to exceed 560 days to Substantial Completion / 600 days to Final Completion).

Offeror hereby agrees to commence the work on the above project on a date to be specified in a "written Notice to Proceed (NTP)" of the Owner, to substantially complete the work within **560 Consecutive Calendar Days** following NTP, and to finally complete the project within a total contract time of **600 Consecutive Calendar Days** as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of **\$2,500** for each consecutive calendar day in excess of the time to substantial completion for the work as defined in Specification Section 01140, and the sum of **\$1,500** for each



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Southeast Water Reclamation Plant Plant 3 Improvements



**City of Lubbock
Capital Project
Project Cost Detail
August 11, 2020**

Capital Project Number: 92444
 Capital Project Name: SEWRP Improvements Plant 3

<i>Encumbered/Expended</i>	Budget
Advertising for RFQ, RFP	\$ 803
Professional Services Contract 13422 with Carollo Engineers	643,431
Professional Services Contract with PSC for Clarifier Design	49,900
Staff Time	6,441
Payment to UCA for emergency repairs at Headworks	888,859
Contract with Dowtech Contractors for Clarifier Repair	324,000

Agenda Item August 11, 2020

Contract 15325 with Red River Construction, Co. for SEWRP Plant 3 Improvements	<u>7,257,052</u>
<i>Encumbered/Expended To Date</i>	<u>9,170,487</u>

Estimated Cost for Remaining Appropriation

SEWRP Improvements	<u>285,780</u>
<i>Remaining Appropriation</i>	<u>285,780</u>
Total Appropriation	<u>\$ 9,456,267</u>



Purchasing and Contract Management

Project Summary

RFP 20-15325-CM

Southeast Water Reclamation Plant - Plant 3 Improvements Project

Notice was published in the Lubbock Avalanche Journal on May 10 & May 17, 2020.

Notice was published on the Purchasing Web Site under Bid Opportunities.

Notice was published on BidSync.com from May 12, 2019 to June 12, 2020.

112 vendors viewed using BidSync.com.

21 vendors downloaded the documents.

7 vendors were notified separately.

2 vendors submitted a proposal.



Regular City Council Meeting

7. 8.

Meeting Date: 08/11/2020

Information

Agenda Item

Resolution - Public Health Services: Consider a resolution authorizing the Mayor to execute Purchase Order 364372, for the purchase of laboratory equipment and supplies from Cepheid, for the City of Lubbock Health Department, due to an emergency.

Item Summary

The Cepheid purchase will enable the City of Lubbock Health Department laboratory to run a real-time Polymerase Chain Reaction (PCR) COVID-19 test at the department, to reduce testing times. Test time will be reduced to 3 hours, from the current 24-72 hours. This will allow the department to rapidly identify COVID-19 outbreaks in the community.

Fiscal Impact

The cost of the testing equipment and supplies is \$55,485. This purchase will be made using Public Health Emergency Preparedness grant funding that was awarded for COVID-19 response.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution - Cepheid PO
PO 364372 (c) - CEPHEID

RESOLUTION

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

THAT the acts of the Mayor of the City of Lubbock in executing, on behalf of the City of Lubbock, a Purchase Order No. 364372 for the purchase of laboratory equipment and supplies for the City of Lubbock Health Department due to an emergency, by and between the City of Lubbock and Cepheid of Sunnyvale, California, and related documents are hereby ratified in full. 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.

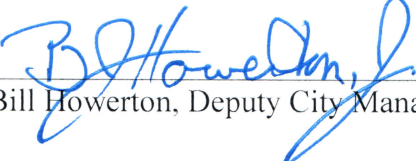
Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

RES.PO #364372-PurchaseOrd Ratification
7.15.20



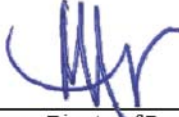
PURCHASE ORDER

Page - 1
 Date - 7/9/2020
 Order Number 364372 000 OP
 Branch/Plant 81133

TO: CEPHEID
 PO BOX 74007537
 SUNNYVALE CA 94089

SHIP TO: CITY OF LUBBOCK
 HEALTH DEPARTMENT
 806 18TH STREET
 LUBBOCK TX 79401

INVOICE TO: CITY OF LUBBOCK
 ACCOUNTS PAYABLE
 P.O. BOX 2000
 LUBBOCK, TX 79457

BY: 
 Marta Alvarez, Director of Purchasing & Contract Management

Ordered 7/9/2020 Freight
 Requested 7/20/2020 Taken By C MULLEN
 Delivery PER S CHAVEZ EMERGENCY PUR QUOTE 20049183/RATIFIED PURCHASE

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
GXIV-4-D	1.000	53,890.0000	EA	53,890.00	7/20/2020
GENEXPERT IV R2 4 MODULE					
PRINTER-BW	1.000	200.0000	EA	200.00	7/20/2020
B&W PRINTER FOR GENEXPERT					
850-0386	1.000	995.0000	EA	995.00	7/20/2020
PRO APC POWER-SAVING BACKUP					
SHIPPING AND HANDLING	1.000	400.0000	EA	400.00	7/20/2020
				Total Order	
Terms NET 30				55,485.00	

THIS PURCHASE ORDER RATIFIES THE PURCHASE OF PREVIOUSLY ORDERED GOODS/SERVICES THAT WERE PROVIDED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM NEITHER THE PURCHASING DEPARTMENT NOR RISK MANAGEMENT DEPARTMENT. FOR FUTURE ORDERS, ENSURE PROPER PURCHASE AUTHORIZATION IS OBTAINED IN ADVANCE. THE CITY OF LUBBOCK IS UNDER NO OBLIGATION TO PAY FOR GOODS/SERVICES DELIVERED/PROVIDED WITHOUT PROPER PRIOR AUTHORIZATION.

This purchase order encumbers funds in the amount of \$55,485.00 awarded to Cepheid of Sunnyvale, CA, on _____, 2020. The following is incorporated into and made part of this purchase order by reference: Quote 20049183 dated November 19, 2019 from Cepheid of Sunnyvale, CA. Resolution # _____.

CITY OF LUBBOCK

ATTEST:

 Daniel M. Pope, Mayor

 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 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. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
21. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
22. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may 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 of 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/departamental-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. **HB 89 The Contractor warrants that it complies with Chapter 2270.001 of the Texas Government Code by verifying that: (1) The Contractor does not boycott Israel; and (2) The Contractor will not boycott Israel during the term of the Agreement.**
32. **The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.**
33. **TEXAS PUBLIC INFORMATION ACT.** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
34. **Pursuant to Section 552.234(c) of the Texas Government Code, the City of Lubbock has designated the following email address for which public information requests may be made by an emailed request: or@mylubbock.us. Please send this request to this email address for it to be processed.**



Sales Quote

Cepheid US
 904 Caribbean Dr
 Sunnyvale CA 94089
 USA

Quote Number 20049183
 Quote Date 11/19/2019
 Quote Expire 08/31/2020

Phone 888-838-3222
 Fax 408-734-1346

Print Date 07/06/2020
 Contact ordermanagement@cepheid.com

Sold To 1000012952 Lubbock City Health Department 806 18th St Lubbock TX 79401-5200 USA	Ship To 1000012952 Lubbock City Health Department 806 18th St Lubbock TX 79401-5200 USA
Buyer	
Phone	Phone

Attention: Susan Chavez
 Phone: 806-775-2970
 Sales Rep: Dean McKinney

Please email instrument orders to your Sales Representative.

Line	Item Number	Qty	UOM	Unit Price	Discount	Net Price	Extended Price
10	GXIV-4-D GENEXPERT IV R2 4 MODULE CONFIGURATION D GeneXpert IV, 4 Testing Site System w/ 6 Color Modules, Desktop Computer & Dx Software Instrument includes 12 month warranty	1.000	EA	63,400.00	9,510.00-	53,890.00	53,890.00
20	PRINTER-BW B&W PRINTER FOR GENEXPERT AND SMARTCYCL Printer, Black & White, incl. USB cable	1.000	EA	250.00	50.00-	200.00	200.00



Line	Item Number	Qty	UOM	Unit Price	Discount	Net Price	Extended Price
30	850-0386	1.000	EA	995.00	0.00	995.00	995.00

PRO APC POWER-SAVING BACK-UPS 1500/120V

YOUR PURCHASE ORDER MUST REFERENCE THE QUOTE NUMBER ABOVE. PRICE ADJUSTMENTS MAY NOT BE ALLOWED AFTER SHIPMENT. Cepheid makes no guarantees or representations concerning the availability of any product at any time and reserves the right, in its sole discretion, to: (i) reject or cancel any order; (ii) apportion among its various customers the products then available for delivery; (iii) determine delivery dates; and (iv) offer you alternate quantities of products or offer you substitute products of substantially similar functionality as the products ordered, which offer you may reject in its sole discretion. In the event of any of the foregoing, Cepheid shall promptly notify you in writing (email acceptable). You acknowledge and agree that in no event shall any of the foregoing constitute a breach of any obligation of Cepheid concerning the products. Your purchase is governed by the terms and conditions of the applicable agreement(s) with your GPO (the "#GPO Agreement"). No terms or conditions in any PO or other document issued by you that are contrary or in addition to those in the GPO Agreement shall apply or be binding upon Cepheid. If you do not have a GPO or a GPO Agreement does not otherwise apply to your purchase, your purchase is governed by the terms and conditions in this Sales Quote (this "Quote") and the Cepheid Terms and Conditions available at https://www.cepheid.com/en_US/support/order-management (the "#Terms"). No other agreement, whether written or oral, and no other terms or conditions in any PO or other document, that are contrary or in addition to those in this Quote or the Terms shall apply or be binding upon Cepheid. By submitting a purchase order for the products identified in this Quote, you accept the terms and conditions in this Sales Quote and the Terms. ALL SALES ARE FINAL, AND PRODUCTS ARE NOT RETURNABLE AND NON-REFUNDABLE. In the event of any conflict between the terms and conditions of this Quote and the Terms, those of this Quote shall control to the extent of such conflict. Customer's preferred carrier and account number are required if shipped collect.

Please email instrument orders to your Sales Representative.

Subtotal	55,085.00
Shipping & Handling	400.00
Total USD	55,485.00

GPO	Non-Des Gov	Salesperson
IDN	PHL	Salesperson
Payment Terms	Net 30 Days	
Freight Terms	PPA	
FOB Point	FOB Origin	
Ship Via	FEDEX 2DAY (3:00 PM SECOND BUSINESS)	



Regular City Council Meeting

7. 9.

Meeting Date: 08/11/2020

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Community Development Funding Contract 15412 and all related documents, with Catholic Charities, Diocese of Lubbock, for the Community Services Block Grant (CSBG) and Coronavirus Aid, Relief and Economic Security (CARES Act) (“CSBG-CV”) grant administered by the Texas Department of Housing and Community Affairs (TDHCA) to provide rental assistance to low-income households affected by COVID-19.

Item Summary

- Grantee: Catholic Charities, Diocese of Lubbock
- Funding source: 2020 CSBG-CV from TDHCA
- Use of funds: Provide immediate rental assistance for citizens of Lubbock County
- Allocation: \$448,000
- Terms: March 27, 2020 – July 30, 2021

Contract is available upon request in the City Secretary's Office.

Fiscal Impact

The maximum amount allocated to Catholic Charities for the CSBG program is \$448,000.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution

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, Community Development Funding Agreement 15412, and all related documents, between the City of Lubbock and the Catholic Charities, Diocese of Lubbock for the Community Services Block Grant (CSBG) and Coronavirus Aid, Relief and Economic Security (CARES Act) ("CSBG-CV") to assist low income households affected by COVID-19 with Rental Assistance. 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:



Karen Murfee, Community Development Director

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney



Regular City Council Meeting

7. 10.

Meeting Date: 08/11/2020

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Community Development Funding Contract 15414 and all related documents, with Lutheran Social Services of the South, Inc. (LSSS), for the Comprehensive Energy Assistance Program (CEAP) and Coronavirus Aid, Relief and Economic Security (CARES Act) (“CEAP-CV”) grant administered by the Texas Department of Housing and Community Affairs (TDHCA), to provide immediate utility assistance to low-income persons and households affected by COVID-19.

Item Summary

- Grantee: Lutheran Social Services of the South, Inc.
- Funding source: 2020 CEAP-CV from TDHCA
- Use of funds: Immediate utility assistance by paying for energy bills only and repair only of existing heating and cooling units for citizens of Lubbock County
- Allocation: \$900,375.00
- Terms: March 27, 2020 – July 30, 2021

Contract is available upon request in the City Secretary's Office.

Fiscal Impact

The maximum amount allocated to LSSS for the CEAP program is \$900,375.00.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution

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, Community Development Funding Agreement 15414, and all related documents, between the City of Lubbock and the Lutheran Social Services of the South, Inc. (LSSS) for the Comprehensive Energy Assistance Program (CEAP) and Coronavirus Aid, Relief and Economic Security (CARES Act) ("CEAP-CV") to assist low income households affected by COVID-19 in providing immediate utility assistance. 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.

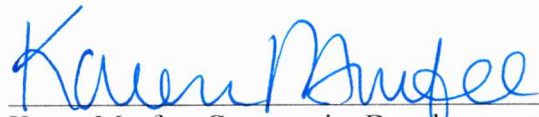
Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

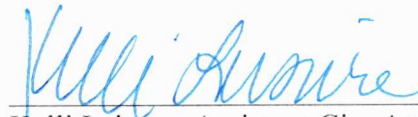
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Karen Murfee, Community Development Director

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney



Regular City Council Meeting

7. 11.

Meeting Date: 08/11/2020

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Community Development Funding Contract 15364 and all related documents, with Planks A/C - Heat, to provide CEAP Heating and Cooling Unit Services Repair or Replacement to qualified low-income persons and families through the Comprehensive Energy Assistance Program (CEAP) administered by the Texas Department of Housing and Community Affairs (TDHCA).

Item Summary

- Grantee: Planks A/C - Heating
- Funding source: 2020 CEAP from TDHCA
- Use of funds: CEAP heating and cooling unit services repair or replacement only of existing heating and cooling units for citizens of Lubbock County
- Terms: One year term with option of two (2), one (1) year extensions

Fiscal Impact

There is no fiscal impact on the General Fund involved with this contract. The funds used originate from TDHCA CEAP contract.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

RESOLUTION

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, Contract No. 15364 for CEAP Heating and Cooling Units Services and Repair Contractor as per ITB 20-15364-KM, by and between the City of Lubbock and Planks A/C - Heat, 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:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

City of Lubbock, TX
CEAP Heating and Cooling Units Services and Repair Contractor

THIS CONTRACT made and entered into this ___ day of _____, 2020, by and between the City of Lubbock ("City"), and Planks A/C - Heat, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for CEAP Heating and Cooling Units Services and Repair Contractor and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said CEAP Heating and Cooling Units Services and Repair Contractor.

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, CEAP Heating and Cooling Units Services and Repair Contractor and more specifically referred to as Items I through 97 on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.
4. Prices quoted shall be set for a period for one (1) year, said date of term beginning upon City Council date of formal approval. The rate may be adjusted upward or downward at this time at a percentage not to exceed the effective change in Consumer Price Index (CPI) or Product Price Index (PPI), which ever is most appropriate for the specific contract for the previous 12-months at the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.
5. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
6. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

7. Insurance Requirements

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

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

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

TYPE OF INSURANCE	COMBINED SINGLE LIMIT
GENERAL LIABILITY	
<input checked="" type="checkbox"/> Commercial General Liability	General Aggregate <u>\$1,000,000</u>
<input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence	Products-Comp/Op AGG <u>X</u>
<input type="checkbox"/> W/Heavy Equipment	Personal & Adv. Injury <u>X</u>
<input type="checkbox"/> To Include Products of Complete Operation Endorsements	Contractual Liability <u>X</u>
	Fire Damage (Any one Fire) _____
	Med Exp (Any one Person) _____
PROFESSIONAL LIABILITY	
<input type="checkbox"/> _____	General Aggregate _____
AUTOMOTIVE LIABILITY	
<input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos	
<input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos	
<input type="checkbox"/> Non-Owned Autos	Per Occurrence <u>\$1,000,000</u>
EXCESS LIABILITY	
<input type="checkbox"/> Umbrella Form	Each Occurrence _____
	Aggregate _____
GARAGE LIABILITY	
<input type="checkbox"/> Any Auto	Auto Only - Each Accident _____
<input type="checkbox"/> _____	Other than Auto Only:
	Each Accident _____
	Aggregate _____
<input type="checkbox"/> BUILDER'S RISK	<input type="checkbox"/> 100% of the Total Contract Price _____
<input type="checkbox"/> INSTALLATION FLOATER	<input type="checkbox"/> 100% of the Total Material Costs _____
<input type="checkbox"/> CARGO	_____
<input checked="" type="checkbox"/> WORKERS COMPENSATION – STATUTORY AMOUNTS OR OCCUPATIONAL MEDICAL AND DISABILITY	<u>\$500,000</u>
<input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	<u>\$500,000</u>
OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED	
<input checked="" type="checkbox"/> City of Lubbock named as additional insured on Auto/General Liability on a primary and non-contributory bases.	
<input checked="" type="checkbox"/> To include products of completed operations endorsement.	
<input checked="" type="checkbox"/> Waiver of subrogation in favor of the City of Lubbock on all coverages, except _____	

IMPORTANT: POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

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

NOTICES

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

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

Marta Alvarez, Director of Purchasing & Contract Management
City of Lubbock
1314 Ave K, Floor 9
Lubbock, Texas 79401

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

8. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
9. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
10. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
11. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without

termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

12. 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.
13. 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.

14. TEXAS GOVERNMENT CODE SECTION 2252.15

The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

15. TEXAS PUBLIC INFORMATION ACT

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

16. HB 89

The Contractor warrants that it complies with Chapter 2270.001 of the Texas Government Code by verifying that:

- (1) The Contractor does not boycott Israel; and
- (2) The Contractor will not boycott Israel during the term of the Agreement.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

17. This Contract consists of the following documents set forth herein; Invitation to Bid No. 20-15364-KM, Specifications, and the Bid Form.

----INTENTIONALLY LEFT BLANK----

City of Lubbock, TX
ITB 20-15364-KM
CEAP Heating and Cooling Units Services and Repair Contractor
Specifications

1 INTENT

- 1.1 The City of Lubbock has issued this Invitation to Bid (ITB) because the City is seeking a contract for Comprehensive Energy Assistance Program (CEAP) Service and repair of existing heating & cooling units and installation of portable air conditioning units 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. Interested Contractors must complete the bid form and submit it along with the other required documentation.
- 1.2 The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.

2 SCOPE OF WORK & GENERAL REQUIREMENTS

- 2.1 Bidders are asked to refer to the bid form for specifications and general requirements for the project.
- 2.2 The Contractor shall comply with the U.S. Department of Energy and U.S. Department of Health and Human Services and Texas Department of Housing and Community Affairs – Energy Weatherization Assistance Program (policies and procedures). Copies of these manuals are available upon request.

3 AWARD OF CONTRACT

- 3.1 The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract. The Contract must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to insure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.

4 PROJECT START

- 4.1 The Contractor shall initiate the work upon issuance of the Notice to Proceed by the Director of Purchasing and Contract Management.

5 COMPLETION TIME

- 5.1 Completion time for each task assigned shall be determined mutually by the awarded Contractor and Coordinator of CEAP Services.

6 TERMINATIONS FOR DEFAULT

- 6.1 After a set completion time has been agreed upon and rendered into writing for each task and if Contractor defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City of Lubbock may terminate the contract, in whole or in part, upon written notice without penalty to the City.

6 GENERAL REQUIREMENTS

- 7.1 The Contractor acknowledges that he has received and carefully examined the attached General Specifications for ELIGIBLE C.E.A.P. - E.C.P. WORK ITEMS listed individually.
- 7.2 LEAD BASED PAINT: Use Safe Work Practices
- 7.3 The Contractor proposes to furnish all materials and accomplish all work described herein in
- 7.4 Please complete and return the work item list for the Eligible Comprehensive Energy Assistance Program (C.E.A.P.) Component: Energy Crisis Program (E.C.P.).
 - a. All Lead Renovation, Repair, Remodeling Rules apply.
 - b. Please Round to the Nearest Dollar.

7 BID FORM LINE ITEM SPECIFICATION

Line Items 2-4 Evaporative Cooler: Replacement from Existing or New Install

Remove the existing evaporative cooler unit and haul off to code legal dump. Replace the EVAPORATIVE window unit OR Roof top unit at specified location. Complete installation is to include installing WEATHER-PROOF materials on each side of the window opening not covered by the window unit. Include sealing the window sash with backer insulation or other materials used to seal that is not a permanent installation. DO NOT USE EXPANDO-FOAM. On the roof top units, install new flashing and seal the base perimeter with TAR ROOF COATING/SEALER. Include all the parts necessary for the essential operating requirements, such as; PADS, Water float, water line with water valve attachment, water pump, motor, water supply lines. SECURE THE WATER LINE IN PLACE AND ROUT WATER LINE TO

PROTECT FROM PHYSICAL DAMAGE. Provide a cover for the front air diffuser to seal when not in use

(WINTER TIME). Connect the unit to an approved outlet as per the MANUFACTURERS'

RECOMMENDATIONS. Provide a stand (metal or pre-treated wood) if necessary. INSTALL PLUMB AND LEVEL. Provide chains secured to the window trim or wall for added stabilization, if necessary. Render the window unit in SAFE AND PROPER OPERATING CONDITION. WARRANTY LABOR AND MATERIALS FOR 1-YEAR and materials may have additional warranties. Supply all warranty information to homeowner.

Line Items 6-8 Evaporative Cooler: Service and Repair Existing Units

All units, Window and Roof Top Units, ALL SIZES: Service and repair is to include: Replacing the pads, float and the water pump. Oil the fan bearings. Empty out and clean the interior water pan. COAT THE INTERIOR WATER PAN WITH TAR SEALANT or OTHER SEALANT to help prevent further RUSTING. Check the water supply line and water valve. Valve connection at the exterior hose bib should be leak free. Secure the water line in place, re-route line to protect from physical damage. Render the water line and water pan - LEAK FREE. ROOF TOP UNITS: Include RE-SEALING all of the metal flashing at the duct-roof penetration, void of any open gaps and cracks. All the electrical should be placed in weather-proof materials. Render the window unit in SAFE AND PROPER OPERATING CONDITION.

Line Items 9-12 Refrigerated Window A/C Unit: Replacement from Existing or New Install

Remove the existing window unit and haul off to code legal dump. Replace the refrigerated window unit at specified location. Complete installation is to include installing WEATHER-PROOF materials on each side of the window opening not covered by the window unit. Include sealing the window sash with backer insulation or other materials used to seal that is not a permanent installation. DO NOT USE EXPANDO-FOAM. Provide a cover for the front air diffuser to seal when not in use (WINTER TIME).

Connect the unit to an approved outlet as per the MANUFACTURERS' RECOMMENDATION.
Replacement

MUST BE "ENERGY STAR" rated (IF AVAILABLE). (10.8 - E.E.R. OR BETTER) Render the window unit in SAFE AND PROPER OPERATING CONDITION. WARRANTY LABOR AND MATERIALS FOR 1-YEAR and materials may have additional warranties. Supply all warranty information to homeowner.

Line Items 13-15 Install Gas Wall Heater (Single Wall)

New furnace is to be mounted in specified location. Furnace must have a fan assisted counter-flow blower system.

VENT PIPE: If necessary, install all new vent pipe of proper material, size and placement as per code. Vent pipe must penetrate roof, as per code. Secure duct in place. Seal roof penetration.

GAS LINE: Run new gas service line to the heating system. Pressure test lines and ensure leak free connections. Run HARD PIPE from the furnace gas valve until OUTSIDE the furnace cabinet, then connect the gas flex line and gas cut-off valve. Include complete installation with the proper ventilation and thermostat. Include installation of a trim kit to properly enclose vent pipe. Operate the FURNACE and render the new unit, safe and properly operational. Warranty labor and materials for 1 year. (Materials may have additional warranties.) Supply all warranty and instruction (usage) information to homeowner.

Line Item 16 Install Gas Wall Heater (Double Wall)

New furnace is to be mounted spanning the common wall in the common area as specified.

VENT PIPE: If necessary, install all new vent pipe of proper material, size and placement as per code. Vent pipe must penetrate roof, as per code. Secure duct in place. Seal roof penetration.

GAS LINE: Run new gas service line to the heating system. Pressure test lines and ensure leak free connections. Run HARD PIPE from the furnace gas valve until OUTSIDE the furnace cabinet, then connect the gas flex line and gas cut-off valve. Include complete installation with the proper ventilation and thermostat. Include installation of a trim kit to properly enclose vent pipe. Operate the FURNACE and render the new unit, safe and properly operational. Warranty labor and materials for 1 year. (Materials may have additional warranties.) Supply all warranty and instruction (usage) information to homeowner.

Line Item 17 All Wall Heaters: Service and Clean (Tune-Up)

Service by cleaning the burners and the thermocouple. Check ALL the vent flue pipe and ensure proper venting, all the way out over the roof. Ensure the vent terminates at least 12" over the roof. Operate the FURNACE and render the new unit, safe and properly operational.

Line Items 23-25 Replacement: Central HVAC Horizontal Gas Furnace

Furnace (80% A.F.U.E.) is to be mounted on the decking installed for the HVAC unit or properly hung, with rigid hanger assembly, from the roof rafters directly above the attic decking. Ensure proper slope for drainage. Below the unit, there must be an emergency drain pan with an auxiliary drain terminating in a conspicuous location and the main drain line also, terminating to the exterior. INSULATE THE CONDENSATE DRAIN LINE IN THE ATTIC. 80% Condensate lines are to be run to the exterior of house with pump (if applicable). Install service platform in front of the unit must be at least 30" x 30". If there is walking distance to the unit, the catwalk must be at least 24" wide leading to the unit.

GAS LINE: Run gas service line to the heating system. Pressure test lines and ensure leak free connections. Run HARD PIPE from the furnace gas valve until OUTSIDE the furnace cabinet, then connect the gas flex line and gas cut-off valve. Ensure the gas line DOES NOT run thru the return air area, if it does, the line MUST be sleeved. Include complete installation with metal plenum of 18". Include 3 (THREE) new filters and instruct homeowner on the proper replacement process. Operate the central FURNACE and render the new unit, safe and properly operational. Warranty labor and materials for 1 year. (Materials may have additional warranties.) Supply all warranty information to homeowner.

Line Items 26-28 Replacement: Central HVAC Vertical Gas Furnace

Furnace (80% A.F.U.E.) to be vertically installed on a raised return air stool with as large as allowable return air. (Approx. 1-sq.ft. of return per ton.) Install properly sized return grilles from hall or adjacent common area. Return air area needs to be sealed off (Interior walls enclosed with duct board or similar).

Mastic ALL joints and seams at return air area. Furnace is to be mounted on an EASY ACCESS FILTER

BASE. Condensate drain lines are to be ran to the Exterior - ENTIRE RUN INSULATED OR RUN DRAIN

LINES TO AN INTERIOR DRAIN PRIOR TO A P-TRAP CONNECTION. ENSURE CONDENSATE LINE IS IN

SOUND CONDITION AND LEAK FREE. ENSURE CONDENSATE LINE IS CLEARED-BLOW OUT WITH

COMPRESSED AIR. Condensate lines are to be run to the exterior of house with pump (if applicable) or approved drain. Entire run of lines must be insulated through attic space.

GAS LINE: Run gas service line to the heating system. Pressure test lines and ensure leak free connections. Run HARD PIPE from the furnace gas valve until OUTSIDE the furnace cabinet, then connect the gas flex line and gas cut-off valve. Ensure the gas line DOES NOT run thru the return air area, if it does, the line MUST be sleeved. Include complete installation with metal plenum of 18". Include 3 (THREE) new filters and instruct homeowner on the proper replacement process. Operate the central FURNACE and render the new unit, safe and properly operational. Warranty labor and materials for 1 year. (Materials may have additional warranties.) Supply all warranty information to homeowner.

Line Items 29-32 Replacement: Central HVAC A/C Condenser

Purchase and install a NEW OUTDOOR CONDENSING UNIT of proper size for the home. Unit is to be placed on a pad that is at least 3" above the grade. Include charging up the central system with refrigerant to the manufacturers' recommended operating pressures. Operate the central A/C and check air supply temperatures and return air temperatures. Industry standards state temperatures to be between 15-20 degrees differences from supply to return air, with 20-degree difference being the best / OPTIMUM. Operate the central heated and cooled air and render the system safe and properly operational.

Line Items 33-36 Replacement: Horizontal Heat Pump Air Handler

Heat Pump Air Handler is to be mounted on the decking installed for the HVAC unit or properly hung, with rigid hanger assembly, from the roof rafters directly above the attic decking. Ensure proper slope for drainage. Below the unit, there must be an emergency drain pan with an auxiliary drain terminating in a conspicuous location and the main drain line also, terminating to the exterior. Connect unit to return air. (Approx. 1-sq.ft. of return per ton.) Install properly sized return grilles from hall or adjacent common area. Return air area needs to be sealed off (Interior walls enclosed with duct board or similar).

Mastic ALL joints and seams at return air area. (INSULATE THE CONDENSATE DRAIN LINE IN THE ATTIC)

Condensate lines are to be run to the exterior of house with pump (if applicable). ENTIRE RUN INSULATED OR RUN DRAIN LINES TO AN INTERIOR DRAIN PRIOR TO A P-TRAP CONNECTION. ENSURE

CONDENSATE LINE IS IN SOUND CONDITION AND LEAK FREE. ENSURE CONDENSATE LINE IS CLEARED -

BLOW OUT WITH COMPRESSED AIR. Install service platform in front of the unit must be at least 30" x 30". If there is walking distance to the unit, the catwalk must be at least 24" wide leading to the unit. All electrical splices must be housed inside a rated junction box per code. Properly size equipment for the size of the house. Include minimum 10 KW emergency strip heating. Properly seal new plenum connection.

Include 3 (THREE) new filters and instruct homeowner on the proper replacement process. Operate the HVAC unit and render the new unit, safe and properly operational. Warranty labor and materials for 1 year. (Materials may have additional warranties.) Supply all warranty information to homeowner.

Line Items 37-40 Replacement: Vertical Heat Pump Air Handler

Air handler to be vertically installed on a raised return air stool. Connect unit with return air. (Approx. 1- sq.ft. of return per ton.) Install properly sized return grilles from hall or adjacent common area. Return air area needs to be sealed off (Interior walls enclosed with duct board or similar) Mastic ALL joints and seams at return air area. HVAC unit is to be mounted on an EASY ACCESS FILTER BASE. Condensate drain lines are to be ran to the Exterior - ENTIRE RUN INSULATED OR RUN DRAIN LINES TO AN INTERIOR

DRAIN PRIOR TO A P-TRAP CONNECTION. ENSURE CONDENSATE LINE IS IN SOUND CONDITION AND LEAK FREE. ENSURE CONDENSATE LINE IS CLEARED - BLOW OUT WITH COMPRESSED AIR. Condensate lines are to be run to the exterior of house with pump (if applicable) or approved drain. Entire run of lines must be insulated. All electrical splices must be housed inside a rated junction box per code. Properly size equipment for the size of the house. Include minimum 10 KW emergency strip heating. Properly seal new plenum connection.

Include 3 (THREE) new filters and instruct homeowner on the proper replacement process. Operate the HVAC unit and render the new unit, safe and properly operational. Warranty labor and materials for 1 year. (Materials may have additional warranties.) Supply all warranty information to homeowner.

Line Items 41 Replacement: Heat Pump Condenser

Purchase and install a NEW OUTDOOR CONDENSING UNIT of proper TYPE and SIZE for the home. Unit is to be placed on a pad that is at least 3" above the grade. Include charging up the central system with refrigerant to the manufacturers' recommended operating pressures. Operate the central A/C and check air supply temperatures and return air temperatures. Industry standards state temperatures to be between 15-20 degrees differences from supply to return air, with 20-degree difference being the best / OPTIMUM. Operate the central heated and cooled air and render the system safe and properly operational.

Line Item 45 Furnace: Natural Gas or Propane Servicing

Gas – Service the heating unit by cleaning the heat exchanger/burner compartment and cabinet. Reconnect gas valve and flex line to system, Leak Free. Hard pipe the gas line from the furnace gas valve to outside of the furnace cabinet, then connect the flex gas line to the cut-off valve. Operate the furnace and render in proper and safe operation.

Line Item 46 Furnace: Electric Servicing

Electric – Clean all furnace cabinet. Check all electrical terminal connections and ensure all connections and ensure all connections are made proper and tight. Any wire-splices are to be placed inside junction boxes. Operate the furnace and render in proper and safe operation.

Line Item 47 Central A/C Servicing

Capture the a/c refrigerant and remove the indoor a/c coil over the furnace. Clean the coil with a cleaning agent recommended for this use. Re-install the indoor coil over the furnace. Seal all joints with MASTIC and/or Approved foil tape. Connect the refrigeration line set. Pressure up to the proper operating pressures as listed by the manufacturer. Check for leaks. Ensure "LEAK FREE" connections. ENSURE THAT THE REFRIGERATION LINE IS ALL INSULATED. Ensure that the electrical disconnect is properly wired in and weather protected. Check to ensure that the a/c is properly breaker protected. Ensure proper BREAKER PROTECTION at the electrical panel box, independently, sized recommended by the equipment listing. Operate the central a/c and check air supply temperatures and return air temperatures. Industry standards state acceptable air temperature to be between 15-20 degrees differences from supply to return air, with 20-degree difference being the best / OPTIMUM. Operate the HVAC unit and render the new unit, safe and properly operational.

Line Item 48 Outdoor Condensing Unit (Tune-up)

Cut / remove any vegetation away from unit. Ensure that the unit is at least 3" off from the ground / grade. Include installing a new condenser pad (if necessary). CLEAN the outdoor condenser COILS.

Line Item 49 Vent Pipe Replacement

Replace the vent pipe from the heating system location and terminate over the roof. Ensure that all joints are fastened in place. Include a NEW FLASHING (if necessary) Include a new rain collar and rain cap. Install flashing below shingles and seal ALL visible nail heads with silicone sealant.

Line Item 50 Return Air Area

Clean out the central system return air area. Install new return air grill. Seal off all the interior wall cavities. Seal all joints (walls, floors and platform) with mastic sealant. Ensure that the return is large enough for the system installed.

Line Item 51 Duct Work: Supply and Plenum

Seal ALL duct connections. Repair duct work (supply and/or return) by re-securing duct work in place. Re-connect to supply and/or return boot or plenum connections. Duct tape NOT ALLOWED for securing ducts. Any tap made into a plenum or trunkline is to be made "AIR TIGHT" and with a start collar. All flex duct connections are to be made with duct ties and approved HVAC TAPE AND MASTIC. Plenum connections made to the furnace shall be "AIR TIGHT" and taped. Ensure all connections to be "AIR- TIGHT" and properly sealed. On Mobile Home Type and/or Home with Attic (Bidder will supply drop).

Line Item 97 Combustion Air for Furnace Closet Servicing

Seal off the louvers on the interior side of the door by installing plywood, duct board, sheetrock, or other materials. This material should be mechanically fastened (Screwed in Place). Install tape / foil at the perimeter seams. Provide combustion air either a 1 or 2 pipe method. (2-pipe method): Install 1- pipe within 12" of the closet ceiling. On the attic side, the pipe must terminate at least 24". The second pip (2) must be within 12" of the closet floor. The attic side must also terminate at least 24" above the attic floor. Secure the combustion air pipes in place by Mechanically Fastening. Caulking alone is not an acceptable means of secure in place. Draw fresh air from the attic of the crawl space. Attic and/or Crawl Space should have adequate venting. Electrical: Properly breaker the A/C, Heat Pump with the proper size as required by the manufacturer.

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) **Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. **Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

DAVIS-BACON WAGE DETERMINATIONS

	Rates	Fringes
CARPENTER.....	\$ 11.76	0.00
LABORER: Common or General.....	\$ 7.58	0.00
PAINTER: Brush and Roller.....	\$ 9.13	0.00
PLUMBER.....	\$ 15.50	2.00
ROOFER.....	\$ 9.35	0.00
SHEET METAL WORKER.....	\$ 10.88	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

EXHIBIT B

Prevailing Wage Rates
Overtime Rate

The rate for overtime (in excess of forty hours per week) shall be as required by the Fair Labor Standards Act.

EXHIBIT C

Prevailing Wage Rates
Legal Holiday Rate

The rate for legal holidays shall be as required by the Fair Labor Standards Act.

ELECTRONIC CODE OF FEDERAL REGULATIONS

Title 29: Labor

PART 5—LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION (ALSO LABOR STANDARDS PROVISIONS APPLICABLE TO NONCONSTRUCTION CONTRACTS SUBJECT TO THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT)

Subpart A—Davis-Bacon and Related Acts Provisions and Procedures

§5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding*. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records*. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees*—(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a

training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	OMB Control No.
(a)(1)(ii)(B)	1235-0023
(a)(1)(ii)(C)	1235-0023
(a)(1)(iv)	1235-0023
(a)(3)(i)	1235-0023
(a)(3)(ii)(A)	1235-0023
	1235-0008
(c)	1235-0023

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008; 81 FR 43450, July 1, 2016; 82 FR 2225, 2226, Jan. 9, 2017; 83 FR 12, Jan 2, 2018]

Contractors Signature: Charles A. Borker

Date: 7-16-2020

REQUIRED CONTRACT PROVISIONS

The following contract provisions or conditions are required by Texas Department of Housing and Community Affairs (TDHCA) on all procurement contracts and subcontracts for the Comprehensive Energy Assistance Program and Weatherization Assistance Program.

I. Administrative, Contractual or Legal Remedies

In instances where the Contractor violates or breaches this Contract the City may apply administrative, contractual or legal remedies. The City may suspend all activities temporarily pending either corrective action by the contractor or a decision by the City to terminate this contract.

II. Suspension or Termination

The City may terminate this contract, in whole or in part, at any time City determines that there is cause for termination including but not limited to the following circumstances:

1. If Contractor neglects to execute the Work properly, in a timely manner, refuses to supply proper or sufficient materials or workmanship, or fails to perform any provisions of the contract.
2. If Contractor is adjudged bankrupt, makes a general assignment for the benefit of his creditors, or if a receiver is appointed of insolvency.
3. If Contractor fails to make prompt payment to any Subcontractor and supplier for material or labor,
4. If Contractor commits continual violation of public laws or ordinances.

III. Non-discrimination and Equal Opportunity

No person shall on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief be excluded from participation in, be denied the benefit of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this contract.

IV. Labor Standards

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Copeland "Anti-Kickback" Act (40 U.S.C.276a-276a-5; 40 U.S.C. 327 and 40 U.S.C. 26c) and all other applicable Federal, state and local laws and regulations pertaining to the labor standards insofar as those acts apply to the performance of this contract.

V. Reporting and Patent Rights

Contractor shall abide by all requirements and regulations pertaining to the reporting and patent rights involving research, developmental experimental, or demonstration work, with respect to any discovery or invention which arises or is developed in the course of satisfying the terms of this agreement.

VI. Indemnity and Release

Contractor shall indemnify and hold harmless, to the fullest extent permitted by law, the City, and City's representative officers, employees, elected officials and agents, from and against any and all losses, damages, claims or liabilities of any kind or nature, which arise directly or indirectly, or are related to, in any way, manner or form, the activities contemplated hereunder.

VII. Conflict of Interest and Nepotism.

Contractor covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this contract. Contractor further covenants that in the performance of this contract no person having such interest shall be employed or appointed by contractor.

No person (1) Who is an employee, agent, consultant, officer, or official of the contractor and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) Who is in a position to participate in a decision making process or gains inside information with regard to such activities may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have familiar or business ties, during their tenure.

Contractor's employees, officers, and/or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors, or potential subcontractors.

VIII. Sectarian Activity

Contractor shall ensure that no funds under this contract are used, either directly or indirectly, in the support of any religious or anti-religious activity, workshop or instruction.

XI. Prohibit Political Activity and Lobbying

None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Contractor from furnishing to any member of its governing body upon request, or to any other local or official not considered under law

to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initializing the action to immediate dismissal from employment.

No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of government of Contractor, State of Texas, or the government of the United States.

None of the funds provided under this contract shall be paid to any official or employee who violates any of the provisions of this section.

XII. Prevention of Waste, Fraud and Abuse

Contractor shall establish, maintain, and utilize internal control systems and procedures sufficient to prevent, detect, and correct incidents of waste, frauds, and abuse in WAP or CEAP and to provide for the proper and effective management of all program and fiscal activities funded by this contract. Contractor's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available to review by department.

Contractor shall give City complete access to all of its records, employees, and agent for the purpose of monitoring or investigating the Weatherization / CEAP programs. Contractor shall fully cooperate with the department's efforts to detect, investigate and prevent waste, fraud, and abuse. Contractor shall immediately notify the City of any identified instances of waste, fraud, or abuse.

Contractor may not discriminate against any employee or other person who reports a violation of the terms of his contract or of any law or regulation to Department or to any appropriate law enforcement authority, if the report is made in good faith.

XIII. Changes and Amendments

Any alterations, additions, or deletions to the terms of this contract which are required by changes in federal law and regulations or statute are automatically incorporated into this contract without written administrative code amendment hereto, and shall become effective on the date designated by such law or regulation.

Except as specifically authorized by the agency in writing or otherwise authorized by the terms of this contract and any alterations, additions, or deletions to the terms of this contract shall be amended hereto in writing and executed hereto in writing and executed hereto in writing and executed by both parties to contract.

XIV. Legal Authority

Contractor represents that it possess the practical ability and the legal authority to enter into this contract, receive and manage the funds authorized by this contract, and to perform the services Contractor has obligated itself to perform under this contract. The person signing this contract on behalf of contractor hereby warrants that he/she has been authorized by Contractor to execute this contract on behalf of Contractor and to bind contractor to all terms herein set forth.

XV. Access to Records

The Contractor shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, State or its agent or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and revisions stated herein.

XVI. Records to Maintain

Contractor shall maintain all records required by the State of Texas Department of Housing and Community Affairs, and that are pertinent to the activities to be funded under this Contract.

Retention

Contractor shall retain all records pertinent to expenditures incurred under this Contractor for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all State and audit findings whichever occurs later.

XVII. Clean Air and Clean Water Act

The Grantee agrees to comply with the following requirements insofar as they apply to the performance of this contract. Clean Air Act, 42 U.S.C., 701, et seq.

Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

XVIII. Non-discrimination

No person shall, on the ground of race, color, national origin, or sex be excluded from participation in, be denied from the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the contract.

Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1990, or with respect to an otherwise qualified disabled individual as provided in section 04 of the Rehabilitation Act of 1973, shall also comply to any such program or activity.

Regner

BID FORM
City of Lubbock, TX
Purchasing and Contract Management
ITB No. 20-15364-KM

In compliance with the Invitation to Bid 20-15364-KM, 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 20-15364-KM is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

Item	U/M	Description of Items	Unit Cost Materials (A)	Unit Cost Labor (B)	QTY (+/-)	Extended Costs -(A+B) x QTY
1	EA	Call-out fee to go out to home and assess repairs or return to home to re-assess repairs.	0	75	1	75
Evaporative Cooler: Replacement from Existing or New Install						
2	EA	Replacement from existing or new install as specified herein for size: 3400 - C.F.M.	800	250	1	1050
3	EA	Replacement from existing or new install as specified herein for size: 4400 - C.F.M.	860	250	1	1110
4	EA	Replacement from existing or new install as specified herein for size: 5000 - C.F.M.	900	250	1	1150
Evaporative Cooler: Service and Repair Existing Units						
5	EA	Replace Evaporative Cooler Motor Only	150	75	1	225
6	EA	Service and repair existing units as specified herein for size: 3400 - C.F.M.	110	200	1	310
7	EA	Service and repair existing units as specified herein for size: 4400 - C.F.M.	110	200	1	310
8	EA	Service and repair existing units as specified herein for size: 5000 - C.F.M.	110	200	1	310
Refrigerated Window A/C Unit: Replacement from Existing or New Install						
9	EA	Replacement from existing or new install as specified herein for size: 5000 - BTU	325	200	1	525
10	EA	Replacement from existing or new install as specified herein for size: 8000 - BTU	450	200	1	650
11	EA	Replacement from existing or new install as specified herein for size: 10000 - BTU	545	200	1	745
12	EA	Replacement from existing or new install as specified herein for size: 12000 - BTU	635	200	1	835

Item	U/M	Description of Items	Unit Cost Materials (A)	Unit Cost Labor (B)	QTY (+/-)	Extended Costs = (A+B) x QTY
Gas Wall Heaters (Single Wall): Replacement from Existing or New Install						
13	EA	Replacement from existing or new install as specified herein for size: 35,000 - BTU	682	300	1	982
14	EA	Replacement from existing or new install as specified herein for size: 55,000 - BTU	1145	300	1	1445
15	EA	Replacement from existing or new install as specified herein for size: 65,000 - BTU	1170	300	1	1470
Gas Wall Heaters (Double Wall): Replacement from Existing or New Install						
16	EA	Replacement from existing or new install as specified herein for size: 50,000 - BTU	860	300	1	1160
Wall Heaters (All): Service and Repair Existing Units						
17	EA	All Wall Heaters: Service and Clean (Tune-Up) for existing units of all sizes as specified herein.	40	200	1	240
18	EA	Replace Gas Valve (Wall Heater)	125	70	1	195
19	EA	Replace Electronic Gas Valve (Wall Heater)	150	70	1	220
20	EA	Replace Fan and Fan Motor on Fan Assisted Wall Heaters	250	125	1	375
21	EA	Replace Pilot Light Assembly on Wall Heaters	35	65	1	100
22	EA	Replace Thermocouple on Wall Heaters	40	65	1	105
Central HVAC Furnace (Horizontal - In Attic): Replacement from Existing						
23	EA	Replacement from existing as specified herein for size: 60,000 - BTU	654	350	1	1004
24	EA	Replacement from existing as specified herein for size: 80,000 - BTU	700	350	1	1050
25	EA	Replacement from existing as specified herein for size: 100,000 - BTU	748	350	1	1098
Central HVAC Furnace (Vertical - In Closet): Replacement from Existing						
26	EA	Replacement from existing as specified herein for size: 60,000 - BTU	654	300	1	954
27	EA	Replacement from existing as specified herein for size: 80,000 - BTU	700	300	1	1000
28	EA	Replacement from existing as specified herein for size: 100,000 - BTU	748	300	1	1048

Item	U/M	Description of Items	Unit Cost Materials (A)	Unit Cost Labor (B)	QTY (+/-)	Extended Costs = (A+B) x QTY
Central HVAC A/C Condenser: Replacement from Existing						
29	EA	Replacement from existing as specified herein for size: 2 Ton	904	300	1	1204
30	EA	Replacement from existing as specified herein for size: 2.5 Ton	1022	300	1	1322
31	EA	Replacement from existing as specified herein for size: 3 Ton	1150	300	1	1450
32	EA	Replacement from existing as specified herein for size: 3.5 Ton	1247	300	1	1547
Central HVAC Heat Pump Air Handler (Horizontal - In Attic): Replacement from Existing						
33	EA	Replacement from existing as specified herein for size: 2 Ton	720	350	1	1070
34	EA	Replacement from existing as specified herein for size: 2.5 Ton	780	350	1	1130
35	EA	Replacement from existing as specified herein for size: 3 Ton	892	350	1	1242
36	EA	Replacement from existing as specified herein for size: 3.5 Ton	910	350	1	1260
Central HVAC Heat Pump Air Handler (Vertical - In Closet): Replacement from Existing						
37	EA	Replacement from existing as specified herein for size: 2 Ton	720	300	1	1020
38	EA	Replacement from existing as specified herein for size: 2.5 Ton	780	300	1	1080
39	EA	Replacement from existing as specified herein for size: 3 Ton	892	300	1	1192
40	EA	Replacement from existing as specified herein for size: 3.5 Ton	910	300	1	1210
Central HVAC Heat Pump Condenser: Replacement from Existing						
41	EA	Replacement from existing as specified herein for size: 2 Ton	1097	300	1	1397
42	EA	Replacement from existing as specified herein for size: 2.5 Ton	1257	300	1	1557
43	EA	Replacement from existing as specified herein for size: 3 Ton	1378	300	1	1678
44	EA	Replacement from existing as specified herein for size: 3.5 Ton	1515	300	1	1815

Item	U/M	Description of Items	Unit Cost Materials (A)	Unit Cost Labor (B)	QTY (+/-)	Extended Costs =(A+B) x QTY
Central Systems - Heat and A/C (Gas and Electric) / Existing Central Heat and Central A/C System Servicing						
45	EA	Furnace: Natural Gas or Propane Servicing as specified herein	100	300	1	400
46	EA	Furnace: Electric Servicing as specified herein	50	300	1	350
47	EA	Central A/C Servicing as specified herein	133	270	1	403
48	EA	Outdoor Condensing Unit (Tune-up) as specified herein	50	100	1	150
49	EA	Vent Pipe Replacement as specified herein	200	150	1	350
50	EA	Service the Return Air Area as specified herein	45	150	1	195
51	EA	Repair Duct Work: Supply and Plenum as specified herein	150	50	1	200
52	EA	Replace Mechanical Type Thermostat	55	50	1	105
53	EA	Replace Digital Type Thermostat	150	75	1	225
54	EA	Replace Heat Pump Type Thermostat	150	75	1	225
55	EA	Rewire and Reinstall Existing Thermostat	10	65	1	75
56	EA	Replace the Blower Fan on Central Unit	170	80	1	250
57	EA	Replace the Blower Fan and Fan Housing / Assembly	250	80	1	330
58	EA	Replace the Blower Motor Only	175	80	1	255
59	EA	Replace the Draft Inducer Motor and Inducer Fan Assembly	250	70	1	320
60	EA	Clean Combustion Blower Motor and Fan	10	70	1	80
61	EA	Replace Electronic Ignitor	40	65	1	105
62	EA	Replace Furnace Flame Sensor	30	65	1	95
63	EA	Clean and Re-install Flame Sensor	0	65	1	65
64	EA	Replace the Indoor Coil Only	500	250	1	750
65	EA	Replace the Circuit Board on the Central HVAC System	300	70	1	370
66	EA	Replace Fuse on the Circuit Board	10	65	1	75

Item	U/M	Description of Items	Unit Cost Materials (A)	Unit Cost Labor (B)	QTY (+/-)	Extended Costs = (A+B) x QTY
67	EA	Replace Time Delay Relay	25	65	1	90
68	EA	Replace Electronic Gas Valve (Central Furnace)	100	65	1	165
69	EA	Replace "Smart" Electronic Gas Valve	400	75	1	475
70	EA	Adjust Gas Valve Pressure to Optimum	0	65	1	65
71	EA	Replace Flue Gas Spill Switch	30	65	1	95
72	EA	Install New Easy Access Furnace Filter Base	85	75	1	160
73	EA	Replace the Copper Line Set, (Refrigeration Lines) Properly Insulated	215	125	1	400
74	EA	Install New Condensate Pump on Condensate Drain Line	100	65	1	165
75	EA	Install New Condensate Drain Line to Terminate at Exterior of Home	15	65	1	80
76	EA	Unclog Condensate Drain Lines. Repair, if Necessary, Leaking Condensate Drain Line	10	75	1	85
77	EA	Install New Suction Accumulator Muffler	120	80	1	200
78	EA	Install New Thermostatic Expansion Valve (TXV) at Indoor Coil	100	75	1	175
79	EA	Install New Thermostatic Expansion Valve (TXV) at Outdoor Coil	100	75	1	175
80	EA	Replace the Outdoor Condensing Unit Coils (All Models) up to 4 Ton Maximum	1,000	350	1	1350
81	EA	Replace the A/C Compressor and the Line Filter Drier	1,000	350	1	1350
82	EA	Replace the A/C Line Filter Drier Only	35	75	1	110
83	EA	Replace the A/C Compressor Only	900	350	1	1250
84	EA	Furnish and Install Crankcase Heater (All Models). Follow Manufacturer Instructions for Applicability	50	75	1	125
85	EA	Replace the Outdoor Fan Motor on the Existing Condenser	175	70	1	245
86	EA	Replace the Fan Blades on the Outdoor Condenser Fan Motor.	75	70	1	145
87	EA	Replace and Install the Top to the Outdoor Condensing Unit	200	100	1	300
88	EA	Add Applicable Refrigerant to the Existing System (Per lb.)	50	30	1	80
89	EA	Refrigerant Recovery and/or Disposal (Per lb.)	0	20	1	20

Item	U/M	Description of Items	Unit Cost Materials (A)	Unit Cost Labor (B)	QTY (+/-)	Extended Costs =(A+B) x QTY
90	EA	Replace Transformer	30	65	1	95
91	EA	Replace A/C Service Port Valve	75	20	1	145
92	EA	Replace Condenser Contactor Switch	35	65	1	100
93	EA	Replace the Start Capacitor and Run Capacitor on the System	35	65	1	100
94	EA	Replace the Outdoor Disconnect Box, Quick-pull Disconnect and Line Whip to the Existing System	150	100	1	250
95	EA	Replace Pull-Out Fuse on Disconnect	10	65	1	75
96	EA	Electrical: Properly Breaker the A/C with the Proper Size as Required by the Manufacturer	100	65	1	165
97	EA	Combustion Air for Furnace Closet Servicing as specified herein	200	100	1	300
Total (Item 1 - 97)						54,873

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed**

****Days After Receipt of Order (ARO)**

Unless otherwise specified herein, the City may award the bid either item-by-item or on an all-or-none basis for any item or group of items shown on the bid.

The City of Lubbock is seeking a contract for 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 FAVORED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other

governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES NO

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY _____ a corporation organized under the laws of the State of _____, or a partnership consisting of _____ or individual trading as

CHARLES PRANKS of the City of Lubbock
Firm: PRANKS A/C-HEAT
Address: 7307 BOYD
City: Lubbock State: TX Zip: 79409

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Addenda No. _____ Addenda No. _____ Addenda No. _____
Date: 7-16-2020 Date _____ Date _____ Date _____

M/WBE Firm:	<input type="checkbox"/>	Woman	<input checked="" type="checkbox"/>	Black American	<input type="checkbox"/>	Native American
	<input type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Asian Pacific America	<input type="checkbox"/>	Other (Specify)

By Charles E Pranks Date: 7-16-2020
Authorized Representative - must sign by hand

Officer Name and Title: CHARLES E. PRANKS OWNER
Please Print

Business Telephone Number 806 745 5456 FAX: _____

E-mail Address: PENNYE PRANKS @ SUDDERLINK. NET

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

RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS. LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.



Regular City Council Meeting

7. 12.

Meeting Date: 08/11/2020

Information

Agenda Item

Resolution - Aviation: Consider a resolution rejecting all bids for the Terminal Apron Rehabilitation Project at Lubbock Preston Smith International Airport.

Item Summary

On July 7, 2020, bids in response to ITB 20-15341-JM, were received for the Terminal Apron Rehabilitation Project at Lubbock Preston Smith International Airport.

Bids were received from the following company:

Company	Amount
Hensel Phelps, Austin, Texas	\$3,147,268.22

Due to lack of competition, another bid solicitation is required by the Federal Aviation Administration (FAA) to ensure federal funding eligibility. Staff and Airport Advisory Board recommends that all bids submitted for ITB 20-15341-JM be rejected.

Fiscal Impact

None

Staff/Board Recommending

Bill Howerton, Deputy City Manager
Airport Advisory Board

Attachments

Resolution Rejection Terminal Apron

RESOLUTION

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

THAT the City Council of the City of Lubbock hereby rejects any and all bids received for the Lubbock Preston Smith International Airport (LBB) Terminal Apron Rehabilitation pursuant to ITB 20-15341-JM and orders that no contract be entered into pursuant to said invitation to bid.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

ccdocs/Rejection of Bids [ITB 20-15341-JM] - Lubbock Preston Smith International Airport Terminal Apron Rehabilitation
July 17, 2020



Regular City Council Meeting

7. 13.

Meeting Date: 08/11/2020

Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution authorizing the Mayor to execute Purchase Order 27119338, for the purchase of five ProMaster paratransit vans from Creative Bus Sales, Inc., for Citibus.

Item Summary

Citibus is requesting that the City Council approve Purchase Order 27119338 for \$443,135, for the purchase of 5 paratransit vans from Creative Bus Sales of Irving, TX, per Contract SW0797C. The paratransit vans will replace older vehicles that have exceeded their useful life, thereby reducing maintenance and parts costs.

The City of Lubbock/Citibus will use \$309,500 from FY 2016 Federal Section 5339 grant funds. The Section 5339 grant will be matched with transportation development credits (TDCs) provided by the Texas Department of Transportation. The remainder of the purchase cost will be paid for with \$113,590 from FY 2017 Federal Section 5310 grant funds, and a local match of \$20,045.

The City of Lubbock procurement process was not necessary for the purchase of the paratransit vans, as the vans will be purchased through an Interlocal Agreement between the City of Lubbock and the State of Oklahoma, allowing Lubbock to purchase goods and services pursuant to Oklahoma state contracts.

Fiscal Impact

Citibus will use Federal FY 2016 Section 5339 and Federal FY 2017 Section 5310 Grant funds to purchase the 5 paratransit vans. The \$20,045 local match is included in the Citibus budget. This purchase will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution - Paratransit Van Purchase Order
Purchase Order - Paratransit Vans

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. 27119338 for the purchase of Paratransit Vans as per Contract SW0797C, by and between the City of Lubbock and Creative Bus Sales Inc., of Irving, 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:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

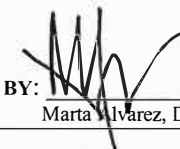


Page - 1
 Date - 6/25/2020
 Order Number 27119338 000 OP
 Branch/Plant 271

TO:
 CREATIVE BUS SALES INC
 4955 WEST NORTHGATE DRIVE
 IRVING, TX 75062

SHIP TO:
 Citibus
 PO BOX 2000
 LUBBOCK TX 79457

INVOICE TO: CITY OF LUBBOCK
 ACCOUNTS PAYABLE
 P.O. BOX 2000
 LUBBOCK, TX 79457

BY: 
 Marta Alvarez, Director of Purchasing and Contract Management

Ordered 6/25/2020 Freight
 Requested 7/9/2020 Taken By K MORGAN
 Delivery PER R WILSON REQ CONTRACT SW0797C / PUR 15377

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
PARATRANSIT VAN	3.000	88,627.0000	EA	265,881.00	7/8/2020
88059.9226.90000					
PARATRANSIT VAN	2.000	88,627.0000	EA	177,254.00	7/8/2020
88052.9226.90000					
				Total Order	
Terms NET 30				443,135.00	

This agreement includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Citibus to be in violation of the FTA terms and conditions.

TERMS AND CONDITIONS
IMPORTANT: READ CAREFULLY

STANDARD TERMS AND CONDITIONS
CITY OF LUBBOCK, TEXAS

Seller and Buyer agree as follows:

SALES TAX EXEMPTION. The goods and services provided for this project are exempt from the Limited Sales, Excise and Use Tax imposed by Chapter 20, Title 122A, Taxation-General, Revised Civil Statutes of Texas.

WARRANTY OF TITLE. Contractor warrants to the City of Lubbock, its successors and assigns, that the title to the material, supplies or goods covered by the contract, when delivered to the City of Lubbock or to its successors or assigns, shall be free from all liens and encumbrances.

PRODUCT/SERVICES WARRANTY. Contractor warrants that the goods furnished under this contract conform to the contract description, are free of defects in materials and working conditions, are fit for the ordinary purposes for which such goods are used, run of even kind, quality and quantity within each unit and among all units involved, are adequately contained, packaged and labeled as the agreement may require and conform to the promises or affirmation of fact made on the container or label, if any. If the contract is for services, Contractor warrants that the services furnished hereunder conform to the contract description.

All necessary repairs, renewals, changes or modifications in the goods due to defective materials and workmanship, occurring within twelve (12) months after final acceptance of the goods, shall be promptly corrected by the Contractor at his expense, including labor and materials, with minimum inconvenience to the City of Lubbock. Where specific items of goods are guaranteed by the manufacturer for periods exceeding those shown above, such guarantees are not voided by provisions of this paragraph.

DELIVERY. Unless otherwise stated in the specifications or bid forms, the price stated in this purchase order includes freight and/or delivery charges. Complete delivery must be made within 30 calendar days after the date of the Purchase Order. Delivery will be F.O.B. the City of Lubbock C/O Citibus 801 Texas Ave. Lubbock, Texas, unless otherwise specified.

The Contractor shall:

- perform all packing, shipping, and freight of goods procured by this contract;
- assume all responsibility and risk of loss incident to said deliveries;
- clearly mark all crates delivered to the site with the Contractor's name and identification of the contents by number of pieces and item number for each piece, and the City of Lubbock Purchase Order number.

TERMINATION OF CONTRACT

Termination for Convenience. The City of Lubbock may terminate this contract, in whole or in part, at any time without cause and solely for the convenience of the City of Lubbock by giving thirty (30) calendar days written notice to the Contractor. The Contractor shall be paid fees and expenses for work performed up to the time of termination provided the Contractor submits an itemized claim within thirty (30) calendar days of the termination. If the Contractor has any property in its possession belonging to the City of Lubbock, the Contractor will account for the same and dispose of it in the manner the City of Lubbock directs.

Termination for Default. In the event that the Contractor breaches the terms or violates the conditions of the Contract to be awarded, and does not within ten (10) calendar days of written notice from the City of Lubbock cure such breach or violation, the City of Lubbock may immediately terminate the Contract, and pursue any and all legal and equitable remedies available to it against the Contractor.

Indemnification: the contractor shall indemnify, keep and save harmless the city of Lubbock, its agents, officials, and employees, against all suits or claims that may be based on any injury to persons or property that may occur, or that may be alleged to have occurred, in the course of the performance of this contract by the contractor, whether or not it shall be claimed that the injury was caused by the negligence of the City of Lubbock, its officers, employees or agents. Contractor shall, at his own expense defend any and all actions, and shall at his own expense pay all charges of attorney fees and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the city of Lubbock in any such action, the contractor shall at his own expense satisfy and discharge the same.

BILLING. Invoice(s) shall be submitted in duplicate to Accounts Payable, City of Lubbock, P.O. Box 2000 Lubbock, Texas 79457. Each invoice shall contain the following information: purchase order number, item number, brief description of goods, sizes, serial numbers, quantities, unit prices, and total and applicable project numbers.

PAYMENT TO CONTRACTOR. Terms shall be net thirty (30) calendar days after receipt of an invoice and after acceptance of the goods by the City of Lubbock, whichever is later. In the event payment is not made within thirty (30) calendar days, the Contractor shall submit a reminder invoice marked overdue. If the invoice contains an error, the invoice will not be classified as a properly submitted invoice.

DISCOUNTS. Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the Contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.

FEDERAL CHANGES: Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between the City of Lubbock and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS: The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated March 3, 2013, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any the City of Lubbock requests that would cause the City of Lubbock to be in violation of the FTA terms and conditions. WWW.FTA.DOT.GOV

As required under the OSHA Hazard Communication Standard 29 CFR 1910.1200, a material safety data sheet (MSDS) must precede or accompany the initial shipment of any hazardous material defined as such under the Act. For items previously ordered, an MSDS must also be supplied if the MSDS has changed since the previous shipment.

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.

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

The City Right to Audit At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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. Governmental entities may want to include information on this new misclassification penalty in their contracts with entities that are providing services covered by this new requirement (Texas Government Code Section 2155.001).

Master Agreement

For Federal Transit Administration Agreements authorized by 49 U.S.C. chapter 53, Title 23, United States Code (Highways), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, as amended by the SAFETEA-LU Technical Corrections Act of 2008, the Transportation Equity Act for the 21st Century, as amended, the National Capital Transportation Act of 1969, as amended, the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, February 17, 2009, or other Federal laws that FTA administers. FTA MA (24) October 1, 2017.

<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>The Master Agreement can be found in its entirety on the City of Lubbock website www.ci.lubbock.tx.us/



Chassis

Ram Promaster 3500 High Roof chassis - 9,350 GVWR, 159" WB EXT
3.6L V6 24V VVT gasoline engine
6-Speed Automatic 62TE Transmission
220-amp alternator
Power-assisted hydraulic front & rear disc brakes
4-wheel anti-lock brake system
24-gallon OEM fuel tank
16"x6" aluminum wheels
Cruise control
Cloth driver and co-pilot seats
Driver/Co-pilot sun visor
Power windows
Power door locks
Power-heated mirrors
OEM chassis dash heater, A/C, and defroster
Bright white clear coat

Body

Lowered floor behind driver/co-pilot for ADA access
Driver side step
Electric passenger entry door (A&M Systems)
3-pt passenger seat belts
ABS interior paneling - walls and ceiling
Altro flooring

ADA

Manual swing away ramp providing 32" usable width
One (1) set of Q'Straint retractable wheelchair securement systems
ADA interlock
ADA-compliant ramp and door entrance lighting

Safety

5 lb. fire extinguisher
First aid kit
Emergency triangle kit
Backup alarm
Emergency window



OPTIONS

Type O - Front Ramp Full Size Conversion Van

Qty	Description	FY 2020 List Price	QTY Total
1	Outside Passenger Door Switch	\$ 180.00	\$ 180.00
1	Additional Wheelchair Securement Position (includes Q'Straint Q'UBE system)	\$ 1,185.00	\$ 1,185.00
Subtotal Manufacturer Options:			\$ 1,365.00



OTHER AVAILABLE OPTIONS

Type O - Front Ramp Full Size Conversion Van

Qty	Description	FY 2020 List Price	QTY Total
1	Q'Straint InQline Winch System	\$ 2,485.00	\$ 2,485.00
1	Driver's Barrier kit for Promaster 3500	\$ 1,795.00	\$ 1,795.00
Subtotal Manufacturer Options:			\$ 4,280.00



CBS UNPUBLISHED OPTIONS

Type O - Front Ramp Full Size Conversion Van

Qty	Description	FY 2020 List Price	QTY Total
1	Upgrade to 40" Passenger Entrance Door	\$ 1,650.00	\$ 1,650.00
1	Upgrade to 34" Wide swing-Away Manual Ramp	\$ 625.00	\$ 625.00
1	Camera System Prep (purchase and install cables terminated at DVR and Camera locations)	\$ 875.00	\$ 875.00
Subtotal CBS Unpublished Options:			\$ 3,150.00

SUPPLEMENTAL LICENSE INFORMATION



Texas Department
of Motor Vehicles

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: C138028

MOTOR VEHICLE DIVISION GENERAL DISTINGUISHING NUMBER:

P118245

Motor Vehicle

Creative Bus Sales, Inc.
4955 W NORTHGATE DR.
IRVING, TEXAS MONTGOMERY 75062

EXPIRES: 06-30-2022
PHYSICAL LOCATION:
4955 WEST NORTHGATE DRIVE
IRVING, TEXAS DALLAS 75062

ADDITIONAL LOCATION(S): For used vehicle sales only

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.



Texas Department
of Motor Vehicles

MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: C138028

GENERAL DISTINGUISHING NUMBER:

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Motor Vehicle

Creative Bus Sales, Inc.
4955 W NORTHGATE DR.
IRVING, TEXAS MONTGOMERY 75062

EXPIRES: 06-30-2022
PHYSICAL LOCATION:
4955 WEST NORTHGATE DRIVE
IRVING, TEXAS DALLAS 75062

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

Challenger : BS-Bus, STARCRAFT BUS & MOBILITY : BS-Bus, Crusader : BS-Bus, EC II : BS-Bus, Senator II : BS-Bus, Candidate II : BS-Bus, Arboc : BS-Bus, MV-1 : AA-Passenger Auto, Senator HD : BS-Bus, ELDORADO NATIONAL CALIFORNIA : BS-Bus, ELKHART COACH : BS-Bus, Hometown Trolley : BS-Bus, GLAVAL BUS : BS-Bus, Defender : BS-Bus, Berkshire Coach : BS-Bus, KSIR Bus : BS-Bus, ELDORADO NATIONAL KANSAS : BS-Bus, Goshen : BS-Bus, World Trans : BS-Bus

ADDITIONAL LOCATION(S): For used vehicle sales only
3880 Valley View Ln, Dallas, Irving, Texas, 75062-2418

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Daniel Avitia

Daniel Avitia, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.



Regular City Council Meeting

7. 14.

Meeting Date: 08/11/2020

Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution ratifying the actions of the Chief Financial Officer in executing a FY 2018, 2019, and 2020 Federal Transit Administration Section 5310 Grant (TX-2020-139-00) for Citibus, to help enhance the mobility of elderly individuals and individuals with disabilities.

Item Summary

The Federal Transit Administration has allocated \$646,302 in Section 5310 funds to the City of Lubbock/Citibus. The funds from Section 5310 grants are to be used for public transportation projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate, or unavailable. The Section 5310 grant funds will be used to purchase 5 paratransit vans, fund paratransit trips outside the ADA 3/4 mile boundary, and funding for a mobility manager. The grant has been incorporated into the budget, which has been previously approved by the City Council.

At least 55% of program funds must be used on capital projects. The remaining 45% may be used for public transportation projects that exceed the requirements of the ADA, or projects that improve access to fixed-route service and decrease reliance by individuals with disabilities on complementary paratransit.

Federal Transit Administration regulations require that all grants must be applied for and executed electronically. The grant has been electronically executed by the City of Lubbock's Chief Financial Officer.

Fiscal Impact

The \$249,550 local match required for this grant has already been included in the Citibus budget. Acceptance of this grant will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

5310 Resolution

FTA FY 2018, 2019 & 2020 Section 5310 grant award

RESOLUTION

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

THAT the acts of the Chief Financial Officer of the City of Lubbock in executing, on behalf of the City of Lubbock, a FY 2018, 2019 & 2020 Federal Transit Administration Section 5310 Grant (Federal Award Identification Number TX-2020-139-00), for funds to enhance the mobility of seniors and individuals with disabilities, by and between the City of Lubbock and the United States Department of Transportation, acting by and through the Federal Transit Administration, and related documents, are hereby ratified in full. Said Grant is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:



Ryan Brooke, Assistant City Attorney

Award

Federal Award Identification Number (FAIN)	TX-2020-139-00
Temporary Application Number	1993-2020-1
Award Name	Lubbock-Citibus FY2018 (LAPSING), 2019 & 2020 Section 5310 Grant
Award Status	Active (Executed)
Award Budget Number	0

Period of Performance Start Date	7/21/2020
Original Period of Performance End Date	12/31/2021
Current Period of Performance End Date	12/31/2021
	Revision #: 0

Part 1: Recipient Information

Name: Lubbock, City of

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
1993	City	CITY OF LUBBOCK	058213893

Location Type	Address	City	State	Zip
Headquarters	1625 13TH St	Lubbock	TX	79401
Physical Address	1625 13th Street	Lubbock	TX	79401
Mailing Address	P.O. BOX 2000	LUBBOCK	TX	79457

Union 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 FY2018 (LAPSING), 2019 & 2020 Section 5310 Grant

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
TX-2020-139-00	Active (Executed)	Grant	6/16/2020	6/16/2020	No

Award Executive Summary

6/29/2020 - NB - Lubbock-Citibus FY 2018, 2019 & 2020 - Section 5310 Grant - These funds will be used to enhance the mobility of seniors and individuals with disabilities by funding the purchase of five paratransit buses, funding paratransit trips outside of the ADA required 3/4 mile boundary and funding a mobility manager. The primary focus of the Mobility Manager will be to assist seniors and individuals with disabilities to locate public transportation options and access their daily needs.

Citibus certifies that there are no nonprofit organizations readily available to provide this service. Citibus is applying for \$646,302 in federal funds matched with local funding provided by the City of Lubbock in the amount of \$249,550 for a total of \$895,852. This grant request is within acceptable limits of the Fleet ratio.

Fiscal Year - Federal Amount - Local Share - Total

FY 2018 - \$211,319 - \$83,211 - \$294,530

FY 2019 - \$216,365 - \$86,174 - \$302,539

FY 2020 - \$218,618 - \$80,165 - \$298,783

Total - \$646,302 - \$249,550 - \$895,852

Award Start Date: 08/01/2020 (date of this award)

Award End Date: 12/31/2021

The City of Lubbock certifies that the allocation of these funds to sub recipients were awarded on a fair and equitable basis; the projects have been derived from a regionally coordinated public transit- human services transportation plan; to the extent feasible services are coordinated with transportation services provided by other federal agencies; and the planning process included representatives of public, private and non-profit transportation and human service providers, participation by the public and representatives addressing the needs of older adults and individuals with disabilities.

This application meets the requirements of the minimum 55% traditional 5310 capital projects and the breakdown between traditional and non-traditional is attached.

This Application for Section 5310 Federal Assistance is allocated to the City of Lubbock-Citibus Attached to this application is the FY 2015 - 2018 STIP and FY 2019 - 2022 STIP.

This application DOES NOT contain Research and/or Development Activities.

This application DOES NOT have Indirect Costs.

Frequency of Milestone Progress Reports (MPR)

Annual

Frequency of Federal Financial Reports (FFR)

Annual

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?

Yes, this Grant will 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
Nitra	Barnes	Acctg Mgr	nbarnes@citibus.com	(806) 775-3641
	daniel.peschell@dot.gov	Transportation Program Specialist		

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$646,302
Local			\$249,550
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$895,852

Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2020-139-01-00	641-00 (641-A2) 5310 PROJECTS	\$529,004.00	\$132,252.00	\$661,256.00	5
TX-2020-139-01-00	11.12.15 BUY REPLACEMENT VAN	\$355,466.00	\$88,867.00	\$444,333.00	5
TX-2020-139-01-00	11.7L.00 MOBILITY MANAGEMENT (5302(A)(1)(L))	\$173,538.00	\$43,385.00	\$216,923.00	0
TX-2020-139-01-00	647-00 (647-A1) NEW FREEDOM PROJECTS	\$117,298.00	\$117,298.00	\$234,596.00	0
TX-2020-139-01-00	30.09.01 UP TO 50% FEDERAL SHARE	\$117,298.00	\$117,298.00	\$234,596.00	0

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FP C	Description	Amendment Amount	Cumulative Amount
TX-16-Y056	TX-2020-139-01-00	5310 PROJECS	641-00 (641)	A2	481350	Lubbock, TX	2018.25.16.D L.2	00	Enh Mob Seniors/Disabl - >200K	\$211,319	\$211,319
TX-16-Y056	TX-2020-139-01-00	5310 PROJECS	641-00 (641)	A2	481350	Lubbock, TX	2019.25.16.D L.2	00	Enh Mob Seniors/Disabl - >200K	\$216,365	\$216,365
TX-16-Y056	TX-2020-139-01-00	5310 PROJECS	641-00 (641)	A2	481350	Lubbock, TX	2020.25.16.D L.2	00	Enh Mob Seniors/Disabl - >200K	\$101,320	\$101,320
TX-16-Y056	TX-2020-139-01-00	NEW FREEDOM PROJETS	647-00 (647)	A1	481350	Lubbock, TX	2020.25.16.D L.2	03	Enh Mob Seniors/Disabl - >200K	\$117,298	\$117,298

Part 3: Project Information

Project Title: Paratransit Bus Purchase/Operating/Mobility Manager

Project Number	Temporary Project Number	Date Created	Start Date	End Date
TX-2020-139-01-00	1993-2020-1-P1	6/16/2020	8/1/2020	9/30/2021

Project Description

These funds will be used to purchase five LoneStar Promaster ADA Vans off of the Oklahoma Office of Management & Enterprise Services Statewide contract Type O, fund paratransit trips beyond the ADA 3/4 mile boundary (roughly 350 trips/year) and all evening demand response trips (roughly 4,000 trips/year) and fund the mobility manager to conduct miscellaneous training's with the public.

These LoneStar Promaster ADA Vans have a 4 year, 100,000 mile useful life.

Replacement Fleet of (5) ADA compliant cutaway buses that have exceeded their useful life that will provide service in the Lubbock service area and increase safety and reliability of service. These are 5 VIN numbers of the buses that are to be replaced:

1GBKG31K181167953
 1GBKG31K091114209
 1GBKG31K291114888
 1GBKG31K691115301
 1GBKG31K791114157

Project Benefits

With the purchase of five paratransit ADA vans, we will be able to retire some older 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 buses by providing a more reliable and comfortable service. The buses will be used to provide services to all ADA clients and in all parts of the city. Funding the trips outside of the ADA 3/4 mile boundary and all evening demand response service trips will allow Citibus to continue to serve more passengers needs to get them to and from their choice destinations.

Additional Information

None provided.

Location Description

New buses will be in service throughout our service area, the city of Lubbock. All operating expenses will be from operations in the city of Lubbock.

Project Location (Urbanized Areas)

UZA Code	Area Name
480000	Texas
481350	Lubbock, TX

Congressional District Information

State	District	Representative
Texas	19	Randy Neugebauer

Program Plan Information**STIP/TIP**

Date: 6/19/2018

Description: Page 47 thru 50

UPWP

Date: 6/18/2020

Description: Not Provided

Long Range Plan

Date: 6/18/2020

Description: Not Provided

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$646,302
Local			\$249,550
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$895,852

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
TX-2020-139-01-00	641-00 (641-A2) 5310 PROJECTS	\$529,004.00	\$132,252.00	\$661,256.00	5
TX-2020-139-01-00	11.12.15 BUY REPLACEMENT VAN	\$355,466.00	\$88,867.00	\$444,333.00	5
TX-2020-139-01-00	11.7L.00 MOBILITY MANAGEMENT (5302(A)(1)(L))	\$173,538.00	\$43,385.00	\$216,923.00	0
TX-2020-139-01-00	647-00 (647-A1) NEW FREEDOM PROJECTS	\$117,298.00	\$117,298.00	\$234,596.00	0
TX-2020-139-01-00	30.09.01 UP TO 50% FEDERAL SHARE	\$117,298.00	\$117,298.00	\$234,596.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 11.7L.00 - MOBILITY MANAGEMENT (5302(A)(1)(L))

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
5310 PROJECTS (641-00)	11.7L.00	MOBILITY MANAGEMENT (5302(A)(1)(L))	OTHER CAPITAL ITEMS (BUS)	0

Extended Budget Description

These funds will pay for the Mobility Manager Position.

Citibus intends to assist members of our community in learning how the use of transit can impact their lives by giving them additional mobility options and freedom of travel. Citibus' program focuses on awareness, knowledge, and skills, each of which builds upon the other. Key components include travel instruction and travel training.

The position of Mobility Manager reflect the South Plains Regions Regional Coordination Plan finding that travel training and/or bus familiarization was an unmet need in the region. In developing the regional plan, all agencies and transportation providers agreed that getting information and instruction to transit users and potential users was an area where a great deal of improvement was needed. One of the earliest concerns the South Plains group has was how to teach consumers to know which vehicle they were supposed to board in the event that coordination of transportation services meant that more than one provider would have vehicles in specific areas.

Additionally, given the fact that large numbers of our current passengers have various disabilities that makes learning a transit system a challenge, it has become increasing obvious that a targeted approach to mobility instruction would be of benefit in our area.

Because of broad community reach represented by the participants in the regional process, Citibus feels strongly that the members of the public who can benefit from a Mobility Manager at Citibus have been represented during the process

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$173,538
Local			\$43,385

Local/In-Kind	\$0
State	\$0
State/In-Kind	\$0
Other Federal	\$0
Transportation Development Credit	\$0
Adjustment	\$0
Total Eligible Cost	\$216,923

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2020	Start Date
End Date	9/30/2021	End Date

Budget Activity Line Item: 11.12.15 - BUY REPLACEMENT VAN

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
5310 PROJECTS (641-00)	11.12.15	BUY REPLACEMENT VAN	BUY REPLACEMENTS - CAPITAL BUS	5

Extended Budget Description

Purchase of five Lonestar ProMaster Vans from the Oklahoma Management & Enterprise Services Statewide contract Type "O". Each Lonestar ProMaster Van will cost \$88,866 (with \$71,093 federal, matched with 17,773 local funds provided by the City of Lubbock). These Lonestar ProMaster Vans have 4 year, 100,000 mile useful life.

VIN numbers of the buses that are to be replaced:

1GBKG31K181167953
1GBKG31K091114209
1GBKG31K291114888
1GBKG31K691115301
1GBKG31K791114157

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$355,466
Local			\$88,867
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$444,333

Milestone Name	Est. Completion Date	Description
Issue Purchase Order	10/1/2020	Issuance of a purchase order for 5 Lonestar Promaster 21' Vans

Initial Delivery Date	1/15/2021	First Van Delivered
Final Delivery Date	1/31/2021	Last Van Delivered
Contract Completion Date	3/31/2021	Contract Close Out

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
NEW FREEDOM PROJECTS (647-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	0

Extended Budget Description

These funds will pay for trips outside of the ADA required 3/4 mile boundary which is roughly 350 trips annually and demand response NiteRide trips which is roughly 4000 trips annually. Expenses for these trips include wages and benefits for personnel and fuel for the vehicle.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$117,298
Local			\$117,298
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$234,596

Milestone Name	Est. Completion Date	Description
Start Date	8/1/2020	Start Date
End Date	9/30/2021	End Date

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

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
NEW FREEDOM PROJECTS (647-00)	30.09.01	UP TO 50% FEDERAL SHARE	0	\$117,298.00	\$234,596.00

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	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
5310 PROJECTS (641-00)	11.12.15	BUY REPLACEMENT VAN	5	\$355,466.00	\$444,333.00

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

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
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5310 PROJECTS (641-00)	11.7L.00	MOBILITY MANAGEMENT (5302(A)(1)(L))	0	\$173,538.00	\$216,923.00
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Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

There are no review comments to display at this time.

Part 6: Agreement

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

**GRANT AGREEMENT
(FTA G-26, October 1, 2019)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal 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 Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(26), October 1, 2019, <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

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

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: Lubbock, City of

Recipient ID: 1993

DUNS No: 058213893

Award Information

Federal Award Identification Number: TX-2020-139-00

Award Name: Lubbock-Citibus FY2018 (LAPSING), 2019 & 2020 Section 5310 Grant

Award Start Date: 7/21/2020

Original Award End Date: 12/31/2021

Current Award End Date: 12/31/2021

Award Executive Summary: 6/29/2020 - NB - Lubbock-Citibus FY 2018, 2019 & 2020 - Section 5310 Grant - These funds will be used to enhance the mobility of seniors and individuals with disabilities by funding the purchase of five paratransit buses, funding paratransit trips outside of the ADA required 3/4 mile boundary and funding a mobility manager. The primary focus of the Mobility Manager will be to assist seniors and individuals with disabilities to locate public transportation options and access their daily needs.

Citibus certifies that there are no nonprofit organizations readily available to provide this service. Citibus is applying for \$646,302 in federal funds matched with local funding provided by the City of Lubbock in the amount of \$249,550 for a total of \$895,852. This grant request is within acceptable limits of the Fleet ratio.

Fiscal Year - Federal Amount - Local Share - Total
FY 2018 - \$211,319 - \$83,211 - \$294,530
FY 2019 - \$216,365 - \$86,174 - \$302,539
FY 2020 - \$218,618 - \$80,165 - \$298,783
Total - \$646,302 - \$249,550 - \$895,852

Award Start Date: 08/01/2020 (date of this award)

Award End Date: 12/31/2021

The City of Lubbock certifies that the allocation of these funds to sub recipients were awarded on a fair and equitable basis; the projects have been derived from a regionally coordinated public transit- human services transportation plan; to the extent feasible services are coordinated with transportation services provided by other federal agencies; and the planning process included representatives of public, private and non-profit transportation and human service providers, participation by the public and representatives addressing the needs of older adults and individuals with disabilities.

This application meets the requirements of the minimum 55% traditional 5310 capital projects and the breakdown between traditional and non-traditional is attached.

This Application for Section 5310 Federal Assistance is allocated to the City of Lubbock-Citibus Attached to this application is the FY 2015 - 2018 STIP and FY 2019 - 2022 STIP.

This application DOES NOT contain Research and/or Development Activities.

This application DOES NOT have Indirect Costs.

Research and Development: This award does not include research and development activities.

Indirect 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.

Award Budget

Total Award Budget: \$895,852.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$646,302.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$249,550.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$646,302.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$249,550.00

Award 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
5310 - Mobility of Sr. & Indv. w/ Disabilities Formula	5310-1A	20513	\$646,302
Local			\$249,550
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$895,852

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

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

Original Certification Date:

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:

Gail Lyssy

Regional Administrator

FEDERAL TRANSIT ADMINISTRATION

U.S. DEPARTMENT OF TRANSPORTATION

Contact Info: gail.lyssy@dot.gov

Award Date: 7/21/2020

EXECUTION OF THE GRANT AGREEMENT

Upon 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 Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) 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.

Executed By:
Blu Kostelich
Chief Financial Officer
Lubbock, City of
7/23/2020



Regular City Council Meeting

7. 15.

Meeting Date: 08/11/2020

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Contract 15255, with AMCO Electric, for minor electrical repair services needed in City facilities.

Item Summary

This contract will provide electrical minor repair services on an as needed basis for City of Lubbock facilities.

In response to ITB 20-15255-KM, 2 vendors submitted the following bids:

Vendors	Amount
AMCO Electric, Lubbock, Texas	\$40,000.00
Master Lee's Electric Services, Lubbock, Texas	\$48,750.00

Awarding this contract will ensure that a contractor can be scheduled for repairs in a timely manner. Staff recommends awarding this contract to AMCO Electric of Lubbock, Texas. The contract is for 1 year with the option of 4 one-year extensions, said date of term beginning upon formal approval. The contract is awarded by the hourly rate. Actual expenditures will vary depending on actual usage.

Fiscal Impact

Maintenance repairs are funded through individual department operating budgets.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution

Contract

Bid Tab Sheet - Minor Electrical Services

Project Summary

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, Service Contract No. 15255 for Minor Electrical Repair Services as per ITB 20-15255-KM, by and between the City of Lubbock and AMCO Electric, 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

City of Lubbock, TX
Contract for
Minor Electrical Repair Services

THIS CONTRACT made and entered into this ___ day of _____, 2020, by and between the City of Lubbock ("City"), and **AMCO Electric**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Minor Electrical Repair Services and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said Minor Electrical Repair Services.

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Minor Electrical Repair Services and more specifically referred to as Items 1 to 7 on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The contract shall be for a term of one (1) year, with the option of four (4), one year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract. The Contractor must maintain the insurance coverage required during the term of this contract including any extensions. It is the responsibility of the Contractor to ensure that valid insurance is on file with the Purchasing and Contract Management Department as required by contract or contract may be terminated for non-compliance.
4. Prices quoted shall be set for a period for one (1) year, said date of term beginning upon City Council date of formal approval. The rate may be adjusted upward or downward at this time at a percentage not to exceed the effective change in Consumer Price Index (CPI) or Product Price Index (PPI), which ever is most appropriate for the specific contract for the previous 12-months at the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.
5. This contract shall remain in effect until the first of the following occurs: (1) the expiration date, (2) performance of services ordered, or (3) termination of by either party with a 30 day written notice. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
6. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

7. Insurance Requirements

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

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

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

TYPE OF INSURANCE	COMBINED SINGLE LIMIT
GENERAL LIABILITY	
<input checked="" type="checkbox"/> Commercial General Liability	General Aggregate <u>\$1,000,000</u>
<input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence	Products-Comp/Op AGG <u>X</u>
<input type="checkbox"/> W/Heavy Equipment	Personal & Adv. Injury <u>X</u>
<input checked="" type="checkbox"/> To Include Products of Complete Operation Endorsements	Contractual Liability <u>X</u>
	Fire Damage (Any one Fire) _____
	Med Exp (Any one Person) _____
PROFESSIONAL LIABILITY	
<input type="checkbox"/> _____	General Aggregate _____
AUTOMOTIVE LIABILITY	
<input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos	
<input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos	
<input type="checkbox"/> Non-Owned Autos	Per Occurrence <u>\$1,000,000</u>
EXCESS LIABILITY	
<input type="checkbox"/> Umbrella Form	Each Occurrence _____
	Aggregate _____
GARAGE LIABILITY	
<input type="checkbox"/> Any Auto	Auto Only - Each Accident _____
<input type="checkbox"/> _____	Other than Auto Only:
	Each Accident _____
	Aggregate _____
<input type="checkbox"/> BUILDER'S RISK	<input type="checkbox"/> 100% of the Total Contract Price _____
<input type="checkbox"/> INSTALLATION FLOATER	<input type="checkbox"/> 100% of the Total Material Costs _____
<input type="checkbox"/> CARGO	_____
<input checked="" type="checkbox"/> WORKERS COMPENSATION – STATUTORY AMOUNTS OR	<u>\$500,000</u>
OCCUPATIONAL MEDICAL AND DISABILITY	
<input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	<u>\$1,000,000</u>
OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED	
<input checked="" type="checkbox"/> City of Lubbock named as additional insured on Auto/General Liability on a primary and non-contributory bases.	
<input checked="" type="checkbox"/> To include products of completed operations endorsement.	
<input checked="" type="checkbox"/> Waiver of subrogation in favor of the City of Lubbock on all coverages, except _____	

IMPORTANT: POLICY ENDORSEMENTS

The Contractor will provide copies of the policies without expense, to the City and **all endorsements** thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor

shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. Any costs will be paid by the Contractor.

REQUIRED PROVISIONS

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

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

NOTICES

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

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

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

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

8. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
9. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
10. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
11. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

12. 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.
13. 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.

14. TEXAS GOVERNMENT CODE SECTION 2252.15

The Contractor (i) does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

15. TEXAS PUBLIC INFORMATION ACT

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

To the extent Subchapter J, Chapter 552, Government Code applies to this agreement, Contractor agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or (B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

16. HB 89

The Contractor warrants that it complies with Chapter 2270.001 of the Texas Government Code by verifying that:

- (1) The Contractor does not boycott Israel; and
- (2) The Contractor will not boycott Israel during the term of the Agreement.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

17. This Contract consists of the following documents set forth herein; Invitation to Bid No. 20-15255-KM, Specifications, and the Bid Form.

-----INTENTIONALLY LEFT BLANK-----

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Daniel M. Pope, Mayor

ATTEST:

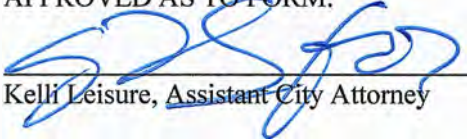
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Wesley Everett, Director of Facilities

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

CONTRACTOR

BY Dana Barbour
Authorized Representative

Dana Barbour
Print Name

PO BOX 5766
Address

Lubbock, TX 79408
City, State, Zip Code

City of Lubbock, TX
Purchasing and Contract Management
ITB 20-15255-KM
Minor Electrical Repair Services

General Requirements

Intent - The purpose of this bid is to provide the City of Lubbock with qualified contractors to perform minor repairs for Electrical Services. The bidder hereby agree to furnish all labor, materials, and supplies and to provide the service in accordance with the bid document.

Multiple Award – The city may award up to three vendors (primary, secondary, tertiary), as available, by service. The City will endeavor to utilize vendors in order of award. However, the City may utilize other vendor in the vendor that 1) a contract vendor is not or is unable to be in compliance with any contract or delivery requirement; 2) it is in the best interest of the City to do so regardless of reason.

Estimates: The City reserves the right to secure pricing prior to commencement of work and solicit competitive bidding, if in the opinion of the City, pricing received is determined to be unreasonable compared to industry standards.

Repairs and New Installations Firm Quotes: The City will request price quotes for new installation and repair projects. These quotes shall be firm pricing and are not to exceed the specified amount quoted for any specific project unless the scope of the project changes and the change order(s) are approved in writing by the respective City department. Prior to the City issuing a notice to proceed, Contractor shall provide the City with a written proposal detailing the scope of services and providing the cost for the proposed work. **These quotes must utilize the contracted labor rates and contracted materials cost plus markup in order to utilize this contract.**

The omission, within a bid submittal, of specific reference to any equipment, materials, or labor necessary for performance of contract per specifications, shall not relieve contractor of responsibility for furnishing such equipment, materials or labor. The Contractor shall assign only the necessary personnel to complete the required work. The City Department representative reserves the right to question and audit the number of personnel assigned to a particular job and the number of hours that are being billed. At the time the work order is issued, Contractor must inform the requesting City Department representative of the approximate start-time and estimated job completion time. Contractor must handle any call-backs at no additional charges unless charges are authorized by the requesting City Department representative. Contractor's work must be completed to the satisfaction of the using department. Payment may be withheld until work is done in a satisfactory manner.

Tools/Equipment - All tools and equipment necessary to perform contract work shall be provided by the Contractor.

Equipment Rental/Lease - No separate charges shall be allowed for rental/lease of equipment unless specifically approved by the City Department representative.

Scheduling/Response Time - The Contractor will be required to give free written job estimates for specific projects within one (1) work day upon request. On an emergency basis, the Contractor shall respond within a maximum of two (2) hours to arrange a same-day inspection and provide a written estimate. Upon receipt of the Notice to Proceed, completion of repairs to remedy the emergency situation must be completed within 24-72 hours. The definition of an emergency is as follows:

An emergency is a situation or condition that occurred without warning within two (2) weeks, is detrimental to life, health or safety and requires immediate action. Immediate action is defined as 24-72 hours. Contractor must provide a mobile phone, pager, or answering service so that the City has a 24- hour a day access to the Contractor.

Permits – All work shall comply with all applicable state and local codes and ordinances, as well as any other authorities that may have lawful jurisdiction pertaining to the work specified. The contractor shall procure all necessary permits or licenses to carry out his work, and shall pay any applicable fees for permits or inspections. There is no charge for City permits for services being performed on City property.

Licenses/Certifications – Current State licenses/Certifications must be provided with bid.

Similar Experience – Bidder shall demonstrate previous experience in regard to the requirements of this solicitation for a period of no less than (5) years.

Term of Contract - The contract shall be for a term of one year, with the option of four, one year extensions said date of term beginning upon formal approval. The term of contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice.

References - Bidder shall submit with the bid, the name, address, telephone number and point of contact of at least three companies, for which the bidder has provided commercial services within the preceding 12 months.

Contact Person - The Contractor shall designate one of its employees to function in the role of primary contact person. The contact person shall be the liaison for the Contractor for the term of the agreement, and shall handle issues, problems, or questions arising from the performance of services.

Warranties - All work shall be guaranteed a minimum of thirty (30) days after final acceptance by the department of any of the services, including any and all installations, repairs, additions, components or parts thereof;

- The City will use its best efforts to notify the Contractor during the warranty period if any repair or installation is not in good working order;
- For new installations, Contractor shall provide full manufactures warranty to the City.
- The Contractor shall provide and bear the cost of all labor, material, cost of transportation, and insurance required to meet its obligations under this warranty;
- The Contractor shall either repair or replace at the City's sole option any installation, equipment, or component part not in good working order, at no additional cost to the City;

City of Lubbock, TX
ITB 20-15255-KM
Minor Electrical Repair Services

Additional Requirements

Labor - Based on contracted hourly rate, time invoiced shall be for actual time worked subject to verification/documentation approved by the City Department. **Contractor may not exceed contracted hourly rate.** Should after hours/holiday hours be necessary or indicated, it shall be performed only after obtaining specific authorization from the respective City Department. Unauthorized after hours/holiday pay will not be paid.

Materials – Materials are to be quoted on a cost-plus basis; percentage of markup to be based on net cost to Contractor, allowing for full credit for trade and/or cash discounts to the City. On any single item in which the cost equals or exceeds \$100.00, a copy of the supplier's invoice – which must be dated and marked paid - shall be submitted as an attachment to the Contractor's invoice. All other invoices for less amounts must be retained, by the Contractor, for at least the warranty period, for City inspection upon written request. Copies of invoices for less than \$100.00 shall be supplied to the City Department representative when requested for any reason, within ten calendar days of the request.

No Additional Charges Allowed - No charges, such as miscellaneous charges, environmental charges, fees, etc. will be paid by the City of if not listed in your bid response. However, charges imposed by the State of Texas or Federal Government after the bid award will be honored. Any additional charges listed in your bid response will be taken in consideration as part of the award evaluation.

Travel Time: The City will not compensate the contractor for travel or time between job sites.

Disposal of Refuse - Contractor shall clean the site and dispose of all refuse at a Texas Commission on Environmental Quality (TCEQ) approved.

Revised
BID FORM
City of Lubbock, TX
ITB 20-15255-KM
Minor Electrical Repair Services

In compliance with the Invitation to Bid 20-15255-KM, 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 20-15255-KM is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

Item	Description	Est. Number of Hours	Hourly Rate	Total Price
1	Licensed Electrician – Regular Hours (8-5)	200	40	\$8000 ⁰⁰
2	Licensed Electrician – After Hours/Holiday Hours	50	60	\$3000 ⁰⁰
3	Licensed Electrician – Emergency	50	60	\$3000 ⁰⁰
4	Apprentice – Regular Hours	50	40	\$2000 ⁰⁰
5	Apprentice – After Hours/Holidays	50	60	\$3000 ⁰⁰
6	Apprentice – Emergency	50	60	\$3000 ⁰⁰
7	Material/Parts – Percentage of markup on estimated \$15,000 parts/material based on actual cost to contractor. <u>20</u> % Markup. If no markup is intended, write the word "None" in the space provided. \$15,000 x <u>20</u> % markup equals \$15,000 + \$3000			\$18000 ⁰⁰
Grand Total of Electrical Services (Items 1-7)				\$40,000⁰⁰

For reimbursement of rental of equipment, prior approval must be authorized by the City Department representative. If applicable: 15 % markup. A copy of the receipt for the rental of the equipment must be attached to the invoice. Will you comply? Yes No

Materials are to be quoted on a cost-plus basis; percentage of markup to be based on net cost to Contractor, allowing for full credit for trade and/or cash discounts to the, prior approval must be authorized by City Department representative. Use Attachment A for approval. Will you comply? Yes No

Did you meet the requirement to submit a copy of your state license with your bid? Yes No

Do you have a local service shop? Yes No

Address: 3705 N. QUAKER LUBBOCK, TX 79415

How long has your company been in this business? 10 years (2004)

How many consecutive years of experience do you have in providing these services? 40 years

If emergency service is required at night or on weekends, can you respond? Yes No

What is your response time for an emergency? 2 hours

What is your response time for calls other than emergency? 24-48 hours or ASAP

What is your response time to begin a project after receipt of order? 72 hours or ASAP

List any additional information to be considered in evaluating your bid.

AMCO Electric has been fortunate enough to be able to contract work with the COL for most of the years we have been in business. We appreciate the opportunity to be able to continue this relationship.

Vendor's Signature Dana Baujour Company's Name AMCO Electric

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of _____%, net __ calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVORED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES NO

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY AMCO Electric a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of Lubbock

Firm: AMCO Electric
Address: PO Box 5766
City: Lubbock State: TX Zip: 79408

Bidder acknowledges receipt of the following addenda:

Addenda No. <u>1</u>	Addenda No. _____	Addenda No. _____	Addenda No. _____
Date <u>4/7/2020</u>	Date _____	Date _____	Date _____

M/WBE Firm:	<input checked="" type="checkbox"/>	Woman	<input type="checkbox"/>	Black American	<input type="checkbox"/>	Native American
		Hispanic American	<input type="checkbox"/>	Asian Pacific America	<input type="checkbox"/>	Other (Specify)

By Dana Barbou Date: 4/4/2020
Authorized Representative - must sign by hand

Officer Name and Title: Dana Barbou President
Please Print

Business Telephone Number 806-765-8557 FAX: _____

E-mail Address: Dana @ amcoelect.com

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

**RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.
 LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND
 TIME, AND YOUR COMPANY NAME AND ADDRESS.**

**City of Lubbock
Facilities Management
Bid Tabulation**

ITB 20-15255-KM
Minor Electrical Repair Services

Item	U/M	Qty	Description/Vendor	Location	Unit Cost	Extended Cost
1	Hrs	200	Licensed Electrician – Regular Hours (8-5) AMCO Electric Master Lee's Electric Services	Lubbock, TX Lubbock, TX	\$ 40.00 70.00	\$ 8,000.00 14,000.00
2	Hrs	50	Licensed Electrician – After Hours/Holiday Hours AMCO Electric Master Lee's Electric Services	Lubbock, TX Lubbock, TX	60.00 105.00	3,000.00 5,250.00
3	Hrs	50	Licensed Electrician – Emergency AMCO Electric Master Lee's Electric Services	Lubbock, TX Lubbock, TX	60.00 105.00	3,000.00 5,250.00
4	Hrs	50	Apprentice – Regular Hours Master Lee's Electric Services AMCO Electric	Lubbock, TX Lubbock, TX	35.00 40.00	1,750.00 2,000.00
5	Hrs	50	Apprentice – After Hours/Holidays Master Lee's Electric Services AMCO Electric	Lubbock, TX Lubbock, TX	52.50 60.00	2625.00 3000.00
6	Hrs	50	Apprentice – Emergency Master Lee's Electric Services AMCO Electric	Lubbock, TX Lubbock, TX	52.50 60.00	2625.00 3000.00
7	%	15,000	Material/Parts – Percentage of markup on estimated \$15,000 parts/material based on actual cost to contractor. Master Lee's Electric Services AMCO Electric	Lubbock, TX Lubbock, TX	0.15 0.20	17,250.00 18,000.00
			All or none AMCO Electric Master Lee's Electric Services	Lubbock, TX Lubbock, TX	40,000.00 48,750.00	



Purchasing and Contract Management

Project Summary

ITB 20-15255-KM Minor Electrical Repair Services

Notice was published in the Lubbock Avalanche Journal on March 22nd and 29th, 2020.

Notice was published on the City of Lubbock Channel 2.

Notice was published on the Purchasing Web Site under Bid Opportunities.

Notice was published on BidSync.com from March 22nd, 2020 to April 9th, 2020.

28 vendors viewed using BidSync.com.

7 vendors downloaded the documents.

8 vendors were notified separately.

2 vendors submitted a proposal.



Regular City Council Meeting

7. 16.

Meeting Date: 08/11/2020

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Contract 15231, with Meers Pest Solutions, for pest control services for various City facilities.

Item Summary

This contract will establish annual pricing for pest control services for various City facilities.

In response to ITB 20-15231-KM, bids were received from the following companies.

Company	Amount
Meers Pest Solutions, Lubbock, Texas	\$16,044.00
Bug Tech, Lubbock, Texas	\$17,304.00
Gafford Pest Control, Lubbock, Texas	\$17,620.00
Hager Pest Control, LLC, Lubbock, Texas	\$18,729.88

Staff recommends awarding this contract to the lowest bidder, Meers Pest Solutions of Lubbock, Texas, for \$16,044.00.

Fiscal Impact

Pest control services are funded through individual department operating budgets.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution

Contract

Tab Sheet

Project Summary (c) - Pest Control Services

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, Service Contract No. 15231 for Pest Control Services as per ITB 20-15231-KM, by and between the City of Lubbock and Meers Pest Solutions, 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:

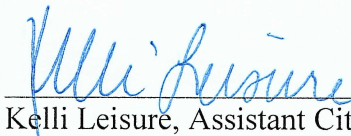
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

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, Service Contract No. 15231 for Pest Control Services as per ITB 20-15231-KM, by and between the City of Lubbock and Meers Pest Solutions, 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

**City of Lubbock, TX
Facilities Management
Bid Tabulation**

ITB 20-15231-KM
Pest Control Services
Annual

Item	Applications	Description/Vendor	Location	Per Application Cost	Total Annual Cost
1	12	City Hall			
		Hager Pest Control, LLC	Lubbock, TX	\$49.66	595.92
		Meers Pest Solutions	Lubbock, TX	50.00	600.00
		Gafford Pest Control Services, Inc.	Lubbock, TX	50.00	600.00
		Bug Tech	Lubbock, TX	54.00	648.00
2	12	Municipal Square			
		Meers Pest Solutions	Lubbock, TX	75.00	900.00
		Bug Tech	Lubbock, TX	75.00	900.00
		Hager Pest Control, LLC	Lubbock, TX	130.00	1,560.00
		Gafford Pest Control Services, Inc.	Lubbock, TX	160.00	1,920.00
3	12	Jail Holding cells			
		Gafford Pest Control Services, Inc.	Lubbock, TX	35.00	420.00
		Hager Pest Control, LLC	Lubbock, TX	35.50	426.00
		Meers Pest Solutions	Lubbock, TX	36.00	432.00
		Bug Tech	Lubbock, TX	37.00	444.00
4	12	City Prosecutors Office			
		Gafford Pest Control Services, Inc.	Lubbock, TX	25.00	300.00
		Hager Pest Control, LLC	Lubbock, TX	25.83	309.96
		Meers Pest Solutions	Lubbock, TX	26.00	312.00
		Bug Tech	Lubbock, TX	28.00	336.00
5	12	Municipal Courts			
		Meers Pest Solutions	Lubbock, TX	35.00	420.00
		Gafford Pest Control Services, Inc.	Lubbock, TX	35.00	420.00
		Hager Pest Control, LLC	Lubbock, TX	35.00	420.00
		Bug Tech	Lubbock, TX	36.00	432.00
6	12	Police Admin			
		Gafford Pest Control Services, Inc.	Lubbock, TX	40.00	480.00
		Hager Pest Control, LLC	Lubbock, TX	40.84	490.08
		Meers Pest Solutions	Lubbock, TX	41.00	492.00
		Bug Tech	Lubbock, TX	44.00	528.00
7	12	Police Records			
		Gafford Pest Control Services, Inc.	Lubbock, TX	40.00	480.00
		Hager Pest Control, LLC	Lubbock, TX	40.84	490.08
		Meers Pest Solutions	Lubbock, TX	41.00	492.00
		Bug Tech	Lubbock, TX	44.00	528.00

**City of Lubbock, TX
Facilities Management
Bid Tabulation**

ITB 20-15231-KM
Pest Control Services
Annual

Item	Applications	Description/Vendor	Location	Per Application Cost	Total Annual Cost
8	12	Comm Center & training area			
		Meers Pest Solutions	Lubbock, TX	34.00	408.00
		Hager Pest Control, LLC	Lubbock, TX	34.00	408.00
		Gafford Pest Control Services, Inc.	Lubbock, TX	35.00	420.00
		Bug Tech	Lubbock, TX	37.00	444.00
9	12	Teen Courts			
		Gafford Pest Control Services, Inc.	Lubbock, TX	25.00	300.00
		Meers Pest Solutions	Lubbock, TX	26.00	312.00
		Hager Pest Control, LLC	Lubbock, TX	26.00	312.00
		Bug Tech	Lubbock, TX	28.00	336.00
10	12	Police Property Room			
		Gafford Pest Control Services, Inc.	Lubbock, TX	35.00	420.00
		Hager Pest Control, LLC	Lubbock, TX	35.59	427.08
		Meers Pest Solutions	Lubbock, TX	36.00	432.00
		Bug Tech	Lubbock, TX	37.00	444.00
11	12	Police Offices			
		Meers Pest Solutions	Lubbock, TX	18.00	216.00
		Hager Pest Control, LLC	Lubbock, TX	19.75	237.00
		Bug Tech	Lubbock, TX	20.00	240.00
		Gafford Pest Control Services, Inc.	Lubbock, TX	25.00	300.00
12	12	Health Dept			
		Gafford Pest Control Services, Inc.	Lubbock, TX	40.00	480.00
		Meers Pest Solutions	Lubbock, TX	48.00	576.00
		Hager Pest Control, LLC	Lubbock, TX	48.25	579.00
		Bug Tech	Lubbock, TX	61.00	732.00
13	12	Mahon Library			
		Gafford Pest Control Services, Inc.	Lubbock, TX	60.00	720.00
		Meers Pest Solutions	Lubbock, TX	65.00	780.00
		Hager Pest Control, LLC	Lubbock, TX	65.00	780.00
		Bug Tech	Lubbock, TX	67.00	804.00
14	12	Groves Library			
		Gafford Pest Control Services, Inc.	Lubbock, TX	40.00	480.00
		Meers Pest Solutions	Lubbock, TX	41.00	492.00
		Hager Pest Control, LLC	Lubbock, TX	41.00	492.00
		Bug Tech	Lubbock, TX	45.00	540.00

**City of Lubbock, TX
Facilities Management
Bid Tabulation**

ITB 20-15231-KM
Pest Control Services
Annual

Item	Applications	Description/Vendor	Location	Per Application Cost	Total Annual Cost
15	12	Patterson Library			
		Gafford Pest Control Services, Inc.	Lubbock, TX	40.00	480.00
		Meers Pest Solutions	Lubbock, TX	41.00	492.00
		Hager Pest Control, LLC	Lubbock, TX	41.00	492.00
		Bug Tech	Lubbock, TX	45.00	540.00
16	12	Godeke Library			
		Meers Pest Solutions	Lubbock, TX	44.00	528.00
		Hager Pest Control, LLC	Lubbock, TX	44.00	528.00
		Gafford Pest Control Services, Inc.	Lubbock, TX	45.00	540.00
		Bug Tech	Lubbock, TX	49.00	588.00
17	12	Traffic Sign & Signal Building			
		Gafford Pest Control Services, Inc.	Lubbock, TX	35.00	420.00
		Hager Pest Control, LLC	Lubbock, TX	37.50	450.00
		Meers Pest Solutions	Lubbock, TX	38.00	456.00
		Bug Tech	Lubbock, TX	45.00	540.00
18	12	Lubbock Business Center			
		Meers Pest Solutions	Lubbock, TX	44.00	528.00
		Hager Pest Control, LLC	Lubbock, TX	44.00	528.00
		Bug Tech	Lubbock, TX	45.00	540.00
		Gafford Pest Control Services, Inc.	Lubbock, TX	45.00	540.00
19	4	Vector Control			
		Meers Pest Solutions	Lubbock, TX	34.00	136.00
		Bug Tech	Lubbock, TX	34.00	136.00
		Hager Pest Control, LLC	Lubbock, TX	39.75	159.00
		Gafford Pest Control Services, Inc.	Lubbock, TX	40.00	160.00
20	4	Police Academy- Reese			
		Gafford Pest Control Services, Inc.	Lubbock, TX	45.00	180.00
		Hager Pest Control, LLC	Lubbock, TX	47.75	191.00
		Meers Pest Solutions	Lubbock, TX	48.00	192.00
		Bug Tech	Lubbock, TX	51.00	204.00
21	12	Fleet Services			
		Meers Pest Solutions	Lubbock, TX	30.00	360.00
		Hager Pest Control, LLC	Lubbock, TX	30.42	365.04
		Bug Tech	Lubbock, TX	34.00	408.00
		Gafford Pest Control Services, Inc.	Lubbock, TX	35.00	420.00

**City of Lubbock, TX
Facilities Management
Bid Tabulation**

ITB 20-15231-KM
Pest Control Services

		Annual				
Item	Applications	Description/Vendor	Location	Per Application Cost	Total Annual Cost	
22	12	Garden & Arts				
		Meers Pest Solutions	Lubbock, TX	33.00	396.00	
		Hager Pest Control, LLC	Lubbock, TX	33.08	396.96	
		Gafford Pest Control Services, Inc.	Lubbock, TX	35.00	420.00	
		Bug Tech	Lubbock, TX	37.00	444.00	
23	4	St Paul's Church				
		Meers Pest Solutions	Lubbock, TX	20.00	80.00	
		Bug Tech	Lubbock, TX	20.00	80.00	
		Hager Pest Control, LLC	Lubbock, TX	20.75	83.00	
		Gafford Pest Control Services, Inc.	Lubbock, TX	25.00	100.00	
24	4	Buddy Holly Center				
		Meers Pest Solutions	Lubbock, TX	34.00	136.00	
		Bug Tech	Lubbock, TX	34.00	136.00	
		Gafford Pest Control Services, Inc.	Lubbock, TX	35.00	140.00	
		Hager Pest Control, LLC	Lubbock, TX	35.50	142.00	
25	12	Silent Wings Museum				
		Meers Pest Solutions	Lubbock, TX	42.00	504.00	
		Bug Tech	Lubbock, TX	42.00	504.00	
		Hager Pest Control, LLC	Lubbock, TX	47.66	571.92	
		Gafford Pest Control Services, Inc.	Lubbock, TX	50.00	600.00	
26	4	Silent Wings Museum				
		Meers Pest Solutions	Lubbock, TX	42.00	168.00	
		Bug Tech	Lubbock, TX	42.00	168.00	
		Gafford Pest Control Services, Inc.	Lubbock, TX	50.00	200.00	
		Hager Pest Control, LLC	Lubbock, TX	79.50	318.00	
27	12	Police Ops				
		Meers Pest Solutions	Lubbock, TX	35.00	420.00	
		Gafford Pest Control Services, Inc.	Lubbock, TX	40.00	480.00	
		Hager Pest Control, LLC	Lubbock, TX	41.00	492.00	
		Bug Tech	Lubbock, TX	44.00	528.00	
28	4	Cemetery Buildings				
		Gafford Pest Control Services, Inc.	Lubbock, TX	25.00	100.00	
		Meers Pest Solutions	Lubbock, TX	32.00	128.00	
		Hager Pest Control, LLC	Lubbock, TX	34.50	138.00	
		Bug Tech	Lubbock, TX	38.00	152.00	

**City of Lubbock, TX
Facilities Management
Bid Tabulation**

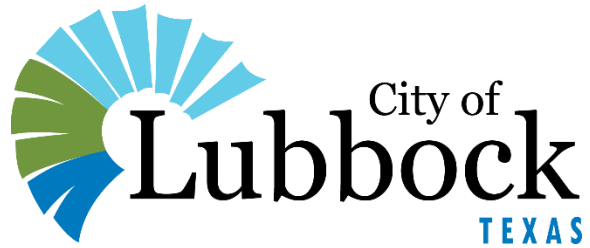
ITB 20-15231-KM
Pest Control Services
Annual

Item	Applications	Description/Vendor	Location	Per Application Cost	Total Annual Cost
29	12	Solid Waste-208 Municipal			
		Hager Pest Control, LLC	Lubbock, TX	29.66	355.92
		Meers Pest Solutions	Lubbock, TX	30.00	360.00
		Bug Tech	Lubbock, TX	30.00	360.00
		Gafford Pest Control Services, Inc.	Lubbock, TX	35.00	420.00
30	12	Solid Waste-1631 84th			
		Meers Pest Solutions	Lubbock, TX	31.00	372.00
		Bug Tech	Lubbock, TX	31.00	372.00
		Hager Pest Control, LLC	Lubbock, TX	32.00	384.00
		Gafford Pest Control Services, Inc.	Lubbock, TX	35.00	420.00
31	12	North Water Treatment Plant			
		Gafford Pest Control Services, Inc.	Lubbock, TX	40.00	480.00
		Hager Pest Control, LLC	Lubbock, TX	40.66	487.92
		Meers Pest Solutions	Lubbock, TX	41.00	492.00
		Bug Tech	Lubbock, TX	42.00	504.00
32	12	South Water Treatment Plant			
		Hager Pest Control, LLC	Lubbock, TX	32.75	393.00
		Meers Pest Solutions	Lubbock, TX	33.00	396.00
		Gafford Pest Control Services, Inc.	Lubbock, TX	35.00	420.00
		Bug Tech	Lubbock, TX	36.00	432.00
33	12	Water Treatment Booster Stations			
		Gafford Pest Control Services, Inc.	Lubbock, TX	25.00	300.00
		Meers Pest Solutions	Lubbock, TX	42.00	504.00
		Bug Tech	Lubbock, TX	42.00	504.00
		Hager Pest Control, LLC	Lubbock, TX	45.00	540.00
34	12	Pig Pen			
		Meers Pest Solutions	Lubbock, TX	20.00	240.00
		Bug Tech	Lubbock, TX	20.00	240.00
		Hager Pest Control, LLC	Lubbock, TX	20.75	249.00
		Gafford Pest Control Services, Inc.	Lubbock, TX	25.00	300.00
35	12	LAH Maintenance Building			
		Meers Pest Solutions	Lubbock, TX	31.00	372.00
		Bug Tech	Lubbock, TX	33.00	396.00
		Gafford Pest Control Services, Inc.	Lubbock, TX	35.00	420.00
		Hager Pest Control, LLC	Lubbock, TX	68.00	816.00

**City of Lubbock, TX
Facilities Management
Bid Tabulation**

ITB 20-15231-KM
Pest Control Services

		Annual				
Item	Applications	Description/Vendor	Location	Per Application Cost	Total Annual Cost	
36	12	3092 LAH Road				
		Meers Pest Solutions	Lubbock, TX	20.00	240.00	
		Bug Tech	Lubbock, TX	27.00	324.00	
		Gafford Pest Control Services, Inc.	Lubbock, TX	30.00	360.00	
		Hager Pest Control, LLC	Lubbock, TX	52.00	624.00	
37	12	3096 LAH Road				
		Meers Pest Solutions	Lubbock, TX	20.00	240.00	
		Bug Tech	Lubbock, TX	27.00	324.00	
		Gafford Pest Control Services, Inc.	Lubbock, TX	30.00	360.00	
		Hager Pest Control, LLC	Lubbock, TX	52.00	624.00	
38	12	3098 LAH Road				
		Meers Pest Solutions	Lubbock, TX	20.00	240.00	
		Bug Tech	Lubbock, TX	27.00	324.00	
		Gafford Pest Control Services, Inc.	Lubbock, TX	30.00	360.00	
		Hager Pest Control, LLC	Lubbock, TX	52.00	624.00	
39	4	Radio Shop				
		Meers Pest Solutions	Lubbock, TX	39.00	156.00	
		Bug Tech	Lubbock, TX	39.00	156.00	
		Hager Pest Control, LLC	Lubbock, TX	41.00	164.00	
		Gafford Pest Control Services, Inc.	Lubbock, TX	45.00	180.00	
40	12	LP&L Distribution				
		Bug Tech	Lubbock, TX	43.00	516.00	
		Meers Pest Solutions	Lubbock, TX	46.00	552.00	
		Hager Pest Control, LLC	Lubbock, TX	49.00	588.00	
		Gafford Pest Control Services, Inc.	Lubbock, TX	50.00	600.00	
41	12	Water Department				
		Gafford Pest Control Services, Inc.	Lubbock, TX	40.00	480.00	
		Meers Pest Solutions	Lubbock, TX	41.00	492.00	
		Hager Pest Control, LLC	Lubbock, TX	41.50	498.00	
		Bug Tech	Lubbock, TX	44.00	528.00	
		All or None				
		Meers Pest Solutions	Lubbock, TX		\$16,044.00	
		Bug Tech	Lubbock, TX		17,304.00	
		Gafford Pest Control Services, Inc.	Lubbock, TX		17,620.00	
		Hager Pest Control, LLC	Lubbock, TX		18,729.88	



Purchasing and Contract Management

Project Summary

ITB 20-15231- KM Pest Control Services

Notice was published in the Lubbock Avalanche Journal on March 4 and March 11, 2020.

Notice was published on the Purchasing Web Site under Bid Opportunities.

Notice was published on BidSync.com from May 3, 2020 to May 6, 2020.

37 vendors viewed using BidSync.com.

6 vendors downloaded the documents.

10 vendors were notified separately.

4 vendors submitted a proposal.



Regular City Council Meeting

7. 17.

Meeting Date: 08/11/2020

Information

Agenda Item

Resolution - Lubbock Power & Light: Consider a resolution approving the Electric Utility Easement from the High Plains Water Conservation District #1, consisting of 55 square feet, located at the north 3.92 feet of the west 7.13 feet of Lot Two (2), Block Twelve (12), and the north 3.92 feet of the east 6.87 feet of Lot Three (3), Block Twelve (12), Burleson and Osborn Addition to the City of Lubbock, according to the map, plat and/or dedicated deed thereof recorded in Volume 325, Page 297, Deed Records of Lubbock County, Texas, to the City of Lubbock and compensation of same.

Item Summary

The Erskine to Mackenzie Transmission Line project will upgrade and extend the life of the transmission line and increase reliability for our transmission system. These improvements will allow LP&L to meet the requirements necessary in order to transition into the ERCOT power grid.

To provide right-of-way for construction activities, and the rights to operate and maintain, an electric utility easement for 55 square feet was signed by the landowner for a value of \$4,200. The location of the easement is depicted on Exhibit A attached to the electric utility easement.

Staff recommends approving the electric utility easement for the Erskine to Mackenzie Transmission Line from High Plains Underground Water Conservation District #1 for \$4,200, or such alternative action as the City Council of Lubbock may deem appropriate.

Fiscal Impact

A total of \$4,280,000 is appropriated and \$375,135 is available in account number 92460 (69/115kV Line Rebuild: Erskine-Mackenzie) for this purpose, with payment of \$4,200 agreed upon to the Grantor of the property.

Staff/Board Recommending

David McCalla, Director of Electric Utilities
Electric Utility Board

Attachments

Resolution - LPandL HPUWCD Easement
LPandL Resolution - Exhibit 1
HPUWCD Easement

RESOLUTION

WHEREAS, the Electric Utility Board of the City of Lubbock has approved, and recommended adoption to the City Council of the City of Lubbock, certain Capital Improvement Projects providing for the rebuild of Lubbock Power & Light's existing 69 kV system to 115 kV, which includes Capital Improvement Project ("CIP") 92460, 69/115 kV Line Rebuild: Erskine to Mackenzie (the "Electric Project");

WHEREAS, the City Council of the City of Lubbock has approved, through adoption of the budget for Lubbock Power & Light, the Electric Project;

WHEREAS, the Electric Project serves the public interest of the citizens of the City of Lubbock in providing needed electric utility infrastructure reliability related improvements ("Electric Facilities");

WHEREAS, to complete the Electric Project, LP&L is in need of a perpetual easement for the Electric Facilities across the property of High Plains Water Conservation District #1 (the "Grantor"), as more particularly described in Exhibit A to the attached Electric Utility Easement, attached hereto (the "Property Interest");

WHEREAS, LP&L has engaged in negotiations with the Grantor of the Property Interest and Grantor has agreed on a purchase price of Four Thousand Two Hundred and No/100 Dollars (\$4,200.00) for the Property Interest;

WHEREAS, after due consideration of the public interests to be furthered by the public use of the Electric Project in the City of Lubbock, Texas; NOW THEREFORE,

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

THAT the City Council of the City of Lubbock hereby approves the Electric Utility Easement from High Plains Water Conservation District #1 to the City of Lubbock, as attached hereto as Exhibit 1, and approves payment of consideration in the amount of Four Thousand Two Hundred and No/100 Dollars (\$4,200.00).

Passed by the City Council this 11th day of August, 2020.

Daniel M. Pope, Mayor

ATTEST:

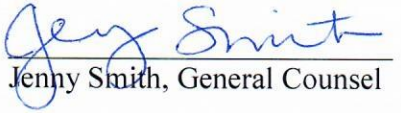
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

A handwritten signature in blue ink, appearing to read "David McCalla", written over a horizontal line.

David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Jenny Smith", written over a horizontal line.

Jenny Smith, General Counsel

EXHIBIT 1

RESOLUTION

WHEREAS, the Electric Utility Board of the City of Lubbock has approved, and recommended adoption to the City Council of the City of Lubbock, certain Capital Improvement Projects providing for the rebuild of Lubbock Power & Light’s existing 69 kV system to 115 kV, which includes Capital Improvement Project (“CIP”) 92460, 69/115 kV Line Rebuild: Erskine to Mackenzie (the “Electric Project”);

WHEREAS, the City Council of the City of Lubbock has approved, through adoption of the budget for Lubbock Power & Light, the Electric Project;

WHEREAS, the Electric Project serves the public interest of the citizens of the City of Lubbock in providing needed electric utility infrastructure reliability related improvements (“Electric Facilities”);

WHEREAS, to complete the Electric Project, LP&L is in need of a perpetual easement for the Electric Facilities across the property of High Plains Water Conservation District #1 (the “Grantor”), as more particularly described in Exhibit A to the attached Electric Utility Easement, attached hereto (the “Property Interest”);

WHEREAS, LP&L has engaged in negotiations with the Grantor of the Property Interest and Grantor has agreed on a purchase price of Four Thousand Two Hundred and No/100 Dollars (\$4,200.00) for the Property Interest;

WHEREAS, after due consideration of the public interests to be furthered by the public use of the Electric Project in the City of Lubbock, Texas; NOW THEREFORE,

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Electric Utility Board hereby approves the Electric Utility Easement from High Plains Water Conservation District #1 to the City of Lubbock, as attached hereto, and approves payment of consideration in the amount of Four Thousand Two Hundred and No/100 Dollars (\$4,200.00), and further recommends approval by the City Council to approve and authorize same.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT this Resolution shall be null and void if the City Council shall not likewise approve and authorize the attached Electric Utility Easement within sixty (60) days of the date hereof.

Passed by the Electric Utility Board this 21st day of July, 2020.

DAN ODOM
DAN ODOM, CHAIRMAN

ATTEST:

Greg Taylor
Greg Taylor, Board Secretary

APPROVED AS TO CONTENT:

David McCalla
David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith
Jenny Smith, General Counsel

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ELECTRIC UTILITY EASEMENT

**THE STATE OF TEXAS
COUNTY OF LUBBOCK**

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THAT, High Plains Underground Water Conservation District #1 (the "GRANTOR"), for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, to GRANTOR in hand paid has granted, sold, and conveyed and by these presents does grant, sell and convey unto the GRANTEE perpetual and unobstructed easements and rights of way (collectively, the "EASEMENT") for the purposes of erecting, operating, maintaining and servicing thereon one or more underground and above ground electric transmission and electric distribution power and/or communication lines, each consisting of a variable number of wires and cables, along with all necessary, convenient or desirable appurtenances, attachments and supporting structures, including without limitation, foundations, guy wires and guy anchors, and structural components (collectively referred to herein as the "FACILITIES"), in, on, over, under and across that certain real property situated in Lubbock County, Texas, being approximately 55 square feet and being more particularly described in Exhibit "A", attached hereto and incorporated into this document by reference (the "EASEMENT PROPERTY"). As used herein, the term "GRANTEE" shall mean the CITY OF

LUBBOCK, TEXAS ("LUBBOCK"), whose address is Citizens Tower, 1314 Avenue K, Lubbock, Texas 79401.

GRANTEE shall have the right of ingress, egress and regress in, on, over, under and across the EASEMENT PROPERTY for the purposes of and right to construct, maintain, operate, improve, reconstruct, increase or reduce the size and capacity, repair, relocate, inspect, patrol, maintain, remove or replace such FACILITIES within the EASEMENT PROPERTY as GRANTEE may from time to time find necessary, convenient or desirable, along with all rights necessary or convenient for full use and enjoyment of the above grant, including access over, across and upon the EASEMENT PROPERTY. GRANTEE shall have the right to trim or remove trees or shrubbery within said EASEMENT PROPERTY, to the extent, in the sole judgment of GRANTEE, necessary or desirable to prevent possible interference with the efficiency, safety and/or convenient operation of the FACILITIES or to remove possible efficiency, safety or operational hazards thereto. In the event that access is not reasonably available over the EASEMENT PROPERTY, then GRANTEE shall have the right of reasonable ingress and egress over GRANTOR'S adjacent or remaining property along a route that is reasonable and appropriate under the circumstances then existing, in order to obtain access to the EASEMENT PROPERTY. GRANTOR shall not make changes in grade, elevation or contour of the EASEMENT PROPERTY or impound water within, over and/or across the EASEMENT PROPERTY without prior written consent of GRANTEE.

GRANTEE shall, except in events deemed an emergency by GRANTEE, provide GRANTOR notice at least twenty four (24) hours prior to accessing the secured portion of the EASEMENT PROPERTY, beyond GRANTOR's fence. Such notice may be provided to GRANTOR by telephone at (806)762-0181. GRANTOR may change the telephone number for notice at any time by providing a revised number to GRANTEE, at the address provided above, attn.: Director of Electric Utilities.

Such revised number shall be effective sixty (60) days after providing notice to GRANTEE of such change.

GRANTOR further reserves the right to lay out, dedicate, construct, maintain and use across said strip such roads, streets, alleys, railroad tracks, underground telephone cables and conduits and gas, water and sewer pipe lines as will not interfere with GRANTEE'S use of said land for the purpose aforesaid, provided all such facilities shall be located at angles of not less than 45 degrees to any of GRANTEE'S lines, and shall be so constructed as to provide with respect to GRANTEE'S FACILITIES the minimum clearances provided by law and recognized as standard in the electrical industry, as same may change from time to time. GRANTOR also reserves the right to erect fences not more than 8 feet high across said land, provided all such fences shall have gates, openings, or removable sections at least 16 feet wide which will permit GRANTEE reasonable access to all parts of said land. Should GRANTEE later determine that a width greater than 16 feet is necessary, then GRANTEE shall have the right granted above to install additional or wider gates at its sole discretion, but the installation of such additional or wider gates shall be at the sole expense of GRANTEE. The structures and facilities described in this paragraph as being permitted uses by the GRANTOR, shall not be considered UNPERMITTED STRUCTURES, as defined below.

GRANTOR stipulates that the consideration herein paid constitutes and includes all compensation due GRANTOR by GRANTEE related to the rights granted herein and the use of the EASEMENT PROPERTY ("PROJECT") by GRANTEE, including without limitation, any damage to or diminution in the value of the remainder of GRANTOR'S property caused by, incident to, or related to the PROJECT, value of, damage to and/or costs of repair, replacement and/or relocation of any improvements, turf, landscape, vegetation, or any other structure or facility of any kind, including without limitation, fencing located within the EASEMENT PROPERTY, related to activities

conducted pursuant to this EASEMENT and/or PROJECT, interference with GRANTOR'S activities on the EASEMENT PROPERTY or other property interests of GRANTOR, caused by or related to activities related to this EASEMENT and/or the PROJECT, and GRANTOR hereby releases for themselves, their heirs, devisees, successors and assigns, GRANTEE, its officers, employees, elected and appointed officials, agents and contractors from and against any and all claims they may have related to the herein described matters, events and/or damages associated with the reasonable exercise of the rights granted herein to GRANTEE within the EASEMENT PROPERTY. Notwithstanding the foregoing, after initial construction, GRANTEE agrees to repair, to the extent reasonably practicable, or pay GRANTOR for actual damages to the EASEMENT PROPERTY, including any improvements located thereon, caused by the unreasonable exercise of the rights granted herein to GRANTEE, and GRANTEE further agrees to repair or pay GRANTOR for actual damages to GRANTOR's lands, and any improvements, turf, landscape, vegetation, or any other structure or facility of any kind, and personal property caused by the unreasonable exercise of the rights granted herein to GRANTEE as provided above. GRANTEE, however, will not make any such payments for trimming or removal of trees growing on the easement and right-of-way, nor for removal of or alleged damage to UNPERMITTED STRUCTURES erected upon the easement and right-of-way after granting of this easement and right-of-way.

GRANTOR, for himself, his heirs, devisees, successors and assigns, subject to the terms herein, expressly reserves the right to occupy and use the EASEMENT PROPERTY for all other purposes that will not interfere with the GRANTEE'S full enjoyment of the EASEMENT and/or the exercise of GRANTEE's rights hereunder.

GRANTEE, at GRANTEE'S sole cost and expense, shall have the right to (i) install gates on fence lines within the EASEMENT PROPERTY and to keep such gates locked, at its discretion; and

(ii) trim or remove trees as provided herein within the EASEMENT PROPERTY.

GRANTOR represents and warrants to GRANTEE that as of the execution date hereof, no buildings, structures, signs, obstructions or other facilities or improvements of any kind ("UNPERMITTED STRUCTURES") exist on the EASEMENT PROPERTY. GRANTOR shall not construct, and GRANTEE shall have the right to prevent the construction of, UNPERMITTED STRUCTURES on the EASEMENT PROPERTY and if any UNPERMITTED STRUCTURES are hereafter constructed or permitted by GRANTOR to exist within the EASEMENT PROPERTY without prior written consent of GRANTEE, then GRANTEE shall have the right to remove the same and GRANTOR agrees to pay to GRANTEE the reasonable actual costs of such removal.

The EASEMENT shall constitute a covenant running with the land and shall bind and inure to the benefit of GRANTOR and GRANTEE, and their heirs, devisees, successors, and assigns.

TO HAVE AND TO HOLD the above EASEMENT unto GRANTEE, its successors and assigns, forever, and GRANTOR hereby warrants and forever agrees to defend the above described EASEMENT unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part hereof, by, through, or under GRANTOR, and not otherwise.

WITNESS THE EXECUTION HEREOF as the 16th day of July, 2020.

GRANTOR:

High Plains Underground Water Conservation District #1

[Signature]
Print Name: Lynn Tate
Title: President

ACKNOWLEDGMENT

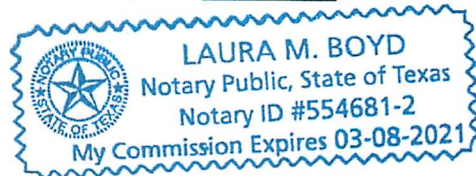
THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, Laura Boyd, on this day personally appeared Lynn Tate as President for **High Plains Underground Water Conservation District #1**, known to me (or proved to me) on the oath of _____ or through DL# 09334564 (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this 16th day of July, 2020.

Laura M. Boyd
Notary Public, State of Texas
My commission expires: 3-8-2021



AFTER RECORDING RETURN TO:

Legacy PSG, Inc.
P. O. Box 64130
Lubbock, TX 79464

EXHIBIT "A"

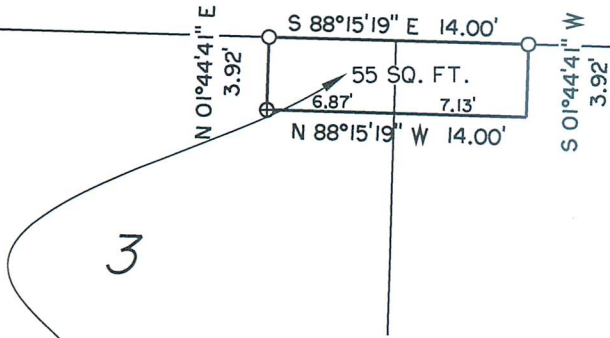
EASEMENT EXHIBIT

LP&L ERSKINE-TO-MACKENZIE
LUBBOCK, TEXAS

LP&L ERSKINE - MACKENZIE
OWNER: High Plains Underground
Water Conservation District
Vol. 1859 Pg. 193

ERSKINE STREET
50' Right-of-Way

CLOVIS ROAD
ADJ. Right-of-Way
VOL. 771 PG. 499



EASEMENT TRACT:

The North 3.92 feet of the West 7.13 feet of Lot Two (2), Block Twelve (12), and The North 3.92 feet of the East 6.87 feet of Lot Three (3), Block Twelve (12), Burselson and Osborn Addition to the City of Lubbock, according to the map, plat, and/or dedication deed thereof recorded in Volume 325, Page 297, Deed Records of Lubbock County, Texas, containing 55 square feet.

OWNER: High Plains Underground Water Conservation District

03/23/2020



Copyright 2020, Hugo Reed and Associates, Inc.

NOTES: EXHIBIT PREPARED 03/23/2020

- ⊕ - SET 60d NAIL
 - - SET 1/2" IRON ROD w/CAP
- HEAVY LINES DENOTE PLAT LIMITS
BEARINGS ARE RELATIVE TO GRID NORTH, TEXAS
COORDINATE SYSTEM OF 1983, NORTH-CENTRAL
ZONE, (2011; EPOCH 2010.0)

170616/rac

HR HUGO REED
AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760

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

EXHIBIT "A"

FIELD NOTES: HPUWCD EASEMENT
LP&L ERSKINE-TO-MACKENZIE
LOTS 2 AND 3
BURLESON AND OSBORN ADDITION
LUBBOCK, TEXAS

EASEMENT TRACT:

Being the North 3.92 feet of the West 7.13 feet of Lot Two (2), Block Twelve (12), and The North 3.92 feet of the East 6.87 feet of Lot Three (3), Block Twelve (12), Burleson and Osborn Addition to the City of Lubbock, according to the map, plat, and/or dedication deed thereof recorded in Volume 325, Page 297, Deed Records of Lubbock County, Texas, said tract being further described by metes and bounds as follows:

BEGINNING at the Northwest corner of said Lot 2 and the Northeast corner of said Lot 3;

THENCE S. $88^{\circ}15'19''$ E. a distance of 7.13 feet to a 1/2" iron rod with cap marked "HUGO REED ASSOC" set for the Northeast corner of this tract;

THENCE S. $01^{\circ}44'41''$ W. a distance of 3.92 feet to a point for the Southeast corner of this tract;

THENCE N. $88^{\circ}15'19''$ W., at 7.13 feet pass the West line of said Lot 2 and the East line of said Lot 3, continuing for a total distance of 14.00 feet to a 60d nail set for the Southwest corner of this tract;

THENCE N. $01^{\circ}44'41''$ E. a distance of 3.92 feet to a 1/2" iron rod with cap marked "HUGO REED ASSOC" set in the North line of said Lot 3 for the Northwest corner of this tract;

THENCE S. $88^{\circ}15'19''$ E. a distance of 6.87 feet to the Point of Beginning.

Contains: 55 square feet.

Bearings relative to the Texas Coordinate System of 1983, 2011 (epoch 2010.0) North-Central Zone (4202)
A survey exhibit bearing the same date accompanies this description herewith.

Surveyed on the ground,
March 23, 2020



Robert A. Christopher
Registered Professional Land Surveyor No. 5167
Licensed State Land Surveyor
State of Texas





Regular City Council Meeting

7. 18.

Meeting Date: 08/11/2020

Information

Agenda Item

Resolution - Lubbock Power & Light: Consider a resolution approving the Electric Utility Easement from 168 Chicago L.P., d/b/a/ "The Fountains", consisting of a 0.1808 acre tract located in Tract "A", Fountains Addition, described in Volume 1844, Page 730, Deed Records of Lubbock County, and Tract "A" Newman Addition, described in Volume 1323, Page 752, Deed Records of Lubbock County, to the City of Lubbock and compensation of same.

Item Summary

Summary:

Consider and approve a Temporary Construction Easement and Amendment of Utility Easement, approved by the Electric Utility Board, for the Thompson to Vicksburg Transmission Line, from 168 Chicago L.P., d/b/a/ "The Fountains."

Background/Discussion:

The Thompson to Vicksburg Transmission line is a project to rebuild the existing 69 kilovolt (kV) transmission line from the Thompson substation to the Vicksburg substation in order to support LP&L's 115kV upgrade.

The transmission line project consists of rebuilding approximately 2.45 miles of transmission line with distribution and communication under-build.

To provide LP&L's right-of-way for construction activities, a temporary construction easement ("TCE"), encumbering 0.1808 acres and the amendment of an existing utility easement, , was signed by the landowner(s) for a value of \$15,000. The location of the lands encumbered by the TCE is depicted on Exhibit A of the Temporary Construction Easement and Amendment of Utility Easement, attached hereto as Exhibit 1 ("Amendment"). The Amendment stipulates the permanent removal of parking spots B16 through B17 from the lands encumbered by the existing utility easement. These parking spots are depicted on Exhibit B of the Amendment. Remaining parking spots, B1 to B15 and B18 to B28, have been allowed to be placed within the lands encumbered by the existing utility easement so long as they are grounded with no structure modifications in size of footprint or height. Allowed parking spots are depicted on Exhibit C of the Amendment.

Staff recommends approving the Temporary Construction Easement and Amendment of Utility Easement, from 168 Chicago L.P., d/b/a/ "The Fountains" for \$15,000, or such alternative action as the City Council of Lubbock may deem appropriate.

Fiscal Impact

A total of \$4,175,000 is appropriated and \$766,516 is available in account number 92403 (69/115kV Line Rebuild: Thompson-Vicksburg) for this purpose, with payment of \$15,000 agreed upon by the Grantor.

Staff/Board Recommending

David McCalla, Director of Utilities
Electric Utility Board

Attachments

168 Chicago LP dba Fountains Easement

RESOLUTION

WHEREAS, the Electric Utility Board of the City of Lubbock has approved, and recommended adoption to the City Council of the City of Lubbock, certain Capital Improvement Projects providing for the rebuild of Lubbock Power & Light's system to 115 kV, which includes Capital Improvement Project ("CIP") 92403, 69/115 kV Line Rebuild: Thompson to Vicksburg (the "Electric Project");

WHEREAS, the City Council of the City of Lubbock has approved, through adoption of the budget for Lubbock Power & Light, the Electric Project;

WHEREAS, the Electric Project serves the public interest of the citizens of the City of Lubbock in providing needed electric utility infrastructure reliability related improvements ("Electric Facilities");

WHEREAS, to complete the Electric Project, LP&L is in need of a temporary construction easement and amendment of utility easement for the Electric Facilities across the property of 168 Chicago, L.P., d/b/a/ "The Fountains" (the "Grantor"), as more particularly described in Exhibit A to the attached Temporary Construction Easement and Amendment of Utility Easement (the "Property Interest");

WHEREAS, LP&L has engaged in negotiations with the Grantor of the Property Interest and Grantor has agreed on a purchase price of Fifteen Thousand and No/100 Dollars (\$15,000.00) for the Property Interest;

WHEREAS, after due consideration of the public interests to be furthered by the public use of the Electric Project in the City of Lubbock, Texas; NOW THEREFORE,

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

THAT the City Council of the City of Lubbock hereby approves the Temporary Construction Easement and Amendment of Utility Easement from 168 Chicago, L.P., d/b/a/ "The Fountains" to the City of Lubbock, as attached hereto as Exhibit 1, and approves payment of consideration in the amount of Fifteen Thousand and No/100 Dollars (\$15,000).

Passed by the City Council this 11th day of August, 2020.

Daniel M. Pope, Mayor

ATTEST:

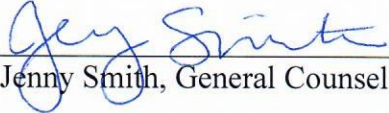
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

A handwritten signature in blue ink, appearing to read "David McCalla", written over a horizontal line.

David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Jenny Smith", written over a horizontal line.

Jenny Smith, General Counsel

EXHIBIT 1

RESOLUTION

WHEREAS, the Electric Utility Board of the City of Lubbock has approved, and recommended adoption to the City Council of the City of Lubbock, certain Capital Improvement Projects providing for the rebuild of Lubbock Power & Light's system to 115 kV, which includes Capital Improvement Project ("CIP") 92403, 69/115 kV Line Rebuild: Thompson to Vicksburg (the "Electric Project");

WHEREAS, the City Council of the City of Lubbock has approved, through adoption of the budget for Lubbock Power & Light, the Electric Project;

WHEREAS, the Electric Project serves the public interest of the citizens of the City of Lubbock in providing needed electric utility infrastructure reliability related improvements ("Electric Facilities");

WHEREAS, to complete the Electric Project, LP&L is in need of a temporary construction easement and amendment of utility easement for the Electric Facilities across the property of 168 Chicago, L.P., d/b/a/ "The Fountains" (the "Grantor"), as more particularly described in Exhibit A to the attached Temporary Construction Easement and Amendment of Utility Easement (the "Property Interest");

WHEREAS, LP&L has engaged in negotiations with the Grantor of the Property Interest and the parties, subject to Electric Utility Board and City Council approval, have agreed on a purchase price of Fifteen Thousand and No/100 Dollars (\$15,000.00) for the Property Interest;

WHEREAS, after due consideration of the public interests to be furthered by the public use of the Electric Project in the City of Lubbock, Texas; NOW THEREFORE,

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Electric Utility Board hereby approves the Temporary Construction Easement and Amendment of Utility Easement from 168 Chicago, L.P., d/b/a/ "The Fountains" to the City of Lubbock, as attached hereto, and approves payment of consideration in the amount of Fifteen Thousand and No/100 Dollars (\$15,000), and further recommends approval by the City Council to approve and authorize same.

BE IT FURTHER RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

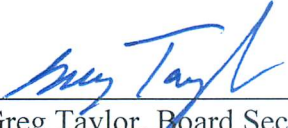
THAT this Resolution shall be null and void if the City Council shall not likewise approve and authorize the attached Electric Utility Easement within sixty (60) days of the date hereof.

Passed by the Electric Utility Board this 21st day of July, 2020.



DAN ODOM, CHAIRMAN

ATTEST:



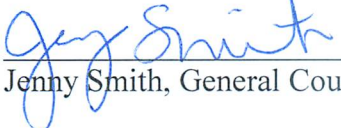
Greg Taylor, Board Secretary

APPROVED AS TO CONTENT:



David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:



Jenny Smith, General Counsel

**TEMPORARY CONSTRUCTION EASEMENT
AND
AMENDMENT OF UTILITY EASEMENT**

**THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF LUBBOCK §**

This Temporary Construction Easement and Amendment of Utility Easement (“TCE”) is effective as of the 1st day of December 2019 (the “Effective Date”) between 168 Chicago, LP, d/b/a/ “The Fountains”, whose principle business address is 5001 Chicago Ave. Lubbock, TX 79414 (“Grantor”), and the City of Lubbock, acting by and through Lubbock Power & Light (“Grantee”).

RECITALS

WHEREAS, Aaron Wechter, Archie Skibell, and Irvin Skibell executed that certain Utility Easement (herein so called), in favor of the City of Lubbock, dated September 29, 1972, and recorded at Volume 1322, Page 126, Deed Records, Lubbock County Texas, incorporated herein by reference and encumbering the lands more particularly described therein (“Utility Easement Lands”);

WHEREAS, Grantor is the current owner of the Utility Easement Lands and Temporary Easement Property;

WHEREAS, the Utility Easement provides for Grantee to construct, reconstruct, repair, and perpetually maintain any and all types of electric distribution and transmission lines, and any other type of public utility in, on or under the Utility Easement Lands;

WHEREAS, the Utility Easement provides Grantee the right to maintain the public utilities therein, which includes the right to cut, trim and remove vegetation within the Utility Easement Lands;

WHEREAS, the Utility Easement provides Grantee the right to place distribution and transmission lines within the Utility Easement Lands;

WHEREAS, the Utility Easement provides Grantee the right to remove buildings or structures located on the Utility Easement Lands;

WHEREAS, Grantee is in need of additional temporary construction space adjacent to the Utility Easement Lands to reconstruct a transmission and distribution line as part of Grantee’s 115kV upgrade project (the “Project”);

NOW, THEREFORE, Grantor and Grantee, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grant, convey, assign, consent, agree, covenant and stipulate as follows:

Temporary Construction Easement

1. Grantor has GRANTED, BARGAINED, SOLD and CONVEYED and does by these presents GRANT, BARGAIN, SELL and CONVEY unto the City of Lubbock, Texas (“Grantee”) a temporary construction and access easement in, along, upon, under, over and across that certain real property, owned by Grantor, and situated in Lubbock County, Texas, more particularly depicted in Exhibit “A”, attached hereto and made a part hereof for all purposes (the “Temporary Easement Property”).
2. It is agreed that the Grantee, in consideration of the benefits above set out, may remove from the Property above described, such fences, signage, buildings, structures of any kind, and other obstructions as may now or hereafter be found upon said Temporary Easement Property, for the purpose of construction activities, *grading activities* and access in, along, upon, under, over and across said Temporary Easement Property, as more particularly described in Paragraph 1, above. It is specifically stipulated by Grantor that the scope of the access, construction and *grading* activities shall include the clearing and removal of vegetation and trees, and certain Encroaching Parking Spots that exist within the Temporary Easement Property or Utility Easement Lands. The Grantee, its agents, employees, contractors, workmen, and representatives shall have the right of ingress, egress and regress in, along, upon, under, over and across said Temporary Easement Property for the purpose of access, construction and *grading* activities or any part thereof.
3. The term of this Temporary Construction Easement shall commence on the Effective Date and terminate on January 31, 2020, unless the parties mutually agree in writing to an extension or reduction of such term.
4. As consideration for damages to the Grantor’s property, Grantee shall pay to Grantor the sum of fifteen thousand and No/100 Dollars (\$15,000.00). The monetary compensation prescribed in this Section 4 is herein referred to as the “Total Monetary Compensation.”

AMENDMENT OF UTILITY EASEMENT

5. Grantor stipulates that Grantee has the right, as granted to it by the Utility Easement, to remove buildings or structures from the Utility Easement Lands. In recognition of said rights, Grantor

has, upon notice by Grantee, removed structures related to certain parking spots from the Utility Easement Lands. Structures related to parking spots B16 through B17 (“Encroaching Parking Spots”) as roughly depicted in Exhibit B, attached hereto and made a part hereof, shall not be replaced after removal.

6. Grantor has further constructed, or allowed to be placed, certain structures related to parking facilities (“Parking Cover”) within the Utility Easement Lands, as roughly depicted in Exhibit C, attached hereto and made a part hereof. Grantee conditionally consents to the location of the Parking Cover upon the following conditions: (i) the Parking Cover shall not be modified in size of footprint or height; (ii) the Parking Cover is grounded at all times, to an extent at least as sufficient as set forth on Exhibit D, attached hereto and made a part hereof and at all times in compliance with NESC standards, as they may be amended from time to time, and any other clearance requirements; and (iii) Grantor’s infrastructure, or use of such infrastructure, in the Utility Easement Lands is not modified or altered, in any way, manner or form, in the future, such that the Parking Cover would impede or inhibit the operation of such infrastructure or present a safety hazard, as determined by Grantee in its sole discretion, Grantor stipulating that the Parking Cover is located and maintained at the sole risk of Grantor
7. Grantor stipulates that the Total Monetary Compensation payment constitutes and includes all compensation due Grantor by Grantee related to this TCE and any use of Grantor’s property pursuant or related to this TCE, including without limitation, any damage to or diminution in the value of the remainder of Grantor’s property caused by, incident to, or related to the Project, value of, damage to and/or costs of repair, replacement and/or relocation of any improvements, turf, landscape, vegetation, or any other structure or facility of any kind, including without limitation, those associated with the removal of the Parking Cover, as set forth in paragraphs 5-6, above, or other structures located within the Utility Easement Lands or Temporary Easement Property, related to activities conducted pursuant to this TCE, interference with Grantor’s activities on the Utility Easement Lands or the Temporary Easement Property or other property interests of Grantor, caused by or related to activities related to this TCE, whether accruing now or hereafter, and Grantor hereby releases for themselves, their successors and assigns, Grantee, its officers, employees, elected officials, agents and contractors from and against any and all claims they may have now or in the future, related to the herein described matters, events and/or damages.
8. **To the extent Grantor maintains any Parking Cover structures, or any structures of any kind, whether or not in violation of the terms of the Utility Easement within the Utility Easement Lands,**

Grantor, on behalf of itself and its heirs, devisees, successors and assigns (“Grantor Parties”), hereby releases, acquits, and forever discharges Grantee and its employees, contractors, elected or appointed officials, agents (“Grantee Parties”), and each and every one of Grantee Parties’ respective predecessors, successors, assigns, subsidiaries, affiliates, officers, directors, employees, agents, attorneys, and independent contractors (collectively, the “Released Parties”), of, from and against any and all claims, controversies, actions, demands, causes of action, or liability of every kind and description, known or unknown, at law or in equity (collectively, “Claim”), which it had in the past, now has, or may hereafter have against Grantee arising out of or related to the Project, including but not limited to, any Claim related to the location and/or maintenance of the Parking Cover within the Utility Easement Lands.

GRANTOR PARTIES FURTHER RELEASE, ACQUIT, AND FOREVER DISCHARGE GRANTEE PARTIES AND RELEASED PARTIES FOR ANY CLAIM BASED ON NEGLIGENCE OR GROSS NEGLIGENCE OF THE GRANTEE PARTIES OR RELEASED PARTIES RELATED TO THE PROJECT, UTILITY EASEMENT, OR TEMPORARY CONSTRUCTION EASEMENT.

9. The terms and provisions of this Amendment of Utility Easement, paragraphs 5-8, above, shall survive the termination or expiration, in whole or in part, of the TCE.

TO HAVE AND TO HOLD unto the said City of Lubbock, Texas as aforesaid for the purposes aforesaid the premise above described.

Witness my hand, this the 8th day of July, 2020

Grantor:

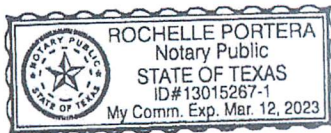
Ben Stribling
President of 480 Lubbock, Inc.
General Partner of 168 Chicago, LP

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF TOM GREEN §

This instrument was acknowledged before me on July 8, 2020, by Ben Stribling (name of acknowledging partner, partners, authorized officer, or agent), President of 480 Lubbock, Inc. General Partner of 168 Chicago, LP (partner(s), authorized officer, or agent) on behalf of 168 Chicago, LP, a limited partnership.



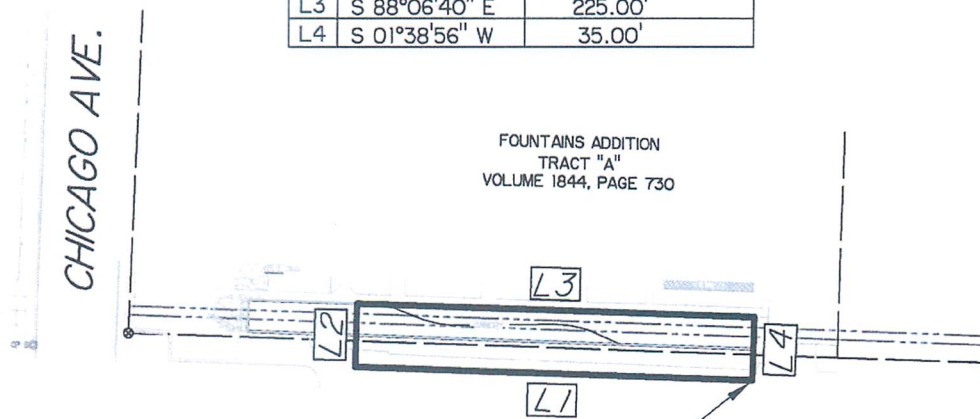
Notary Public, in and for the State of Texas
My Commission Expires: 03/12/2023

AFTER RECORDING RETURN TO:
City of Lubbock
Right of Way Department
Attn: Belen Gomez
1314 Avenue K
Lubbock, Texas 79401

EXHIBIT A
 LP&L THOMPSON-TO-VICKSBURG
 TRACT "A", FOUNTAINS ADDITION
 TRACT "A", NEWMAN ADDITION
 LUBBOCK COUNTY, TEXAS

EASEMENT LINE TABLE

	BEARING	DISTANCE
L1	N 88°06'40" W	225.00'
L2	N 01°38'56" E	35.00'
L3	S 88°06'40" E	225.00'
L4	S 01°38'56" W	35.00'



NEWMAN ADDITION
 TRACT "A"
 VOLUME 1323, PAGE 752

Point of Beginning:
 This Point Bears S. 01°53'19" W. 14.18'
 and N. 88°06'41" W. 47.08' From the SE Cor. of
 Tract "A", Fountains Addition.
 TXNC 4202 GRID COORDINATE
 N - 7263126.10
 E - 923729.54

Robert A. Christopher



A LEGAL DESCRIPTION BEARING THE SAME DATE
 ACCOMPANIES THIS PLAT HEREWITH.

- ⊙ - FD. Railroad Spike
- SWBT- Southwestern Bell Telephone
- LPL - Lubbock Power & Light
- UUE - Underground Utility Easement



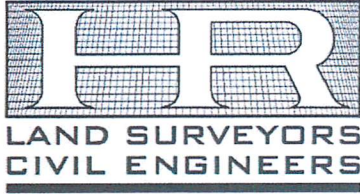
Copyright 2020, Hugo Reed and Associates, Inc.

NOTES:
 NOTES: EXHIBIT PREPARED 01/28/2020
 HEAVY LINES DENOTE PLAT LIMITS
 BEARINGS ARE RELATIVE TO GRID NORTH, TEXAS
 COORDINATE SYSTEM OF 1983, NORTH-CENTRAL
 ZONE, (2011; EPOCH 2010.0)
 170616/MAC

HR HUGO REED AND ASSOCIATES, INC.

LAND SURVEYORS
 CIVIL ENGINEERS
 TEXAS LICENSED SURVEYING FIRM 100676-00
 TEXAS REGISTERED ENGINEERING FIRM F-760

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



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"

TEMPORARY WORKING SPACE EASEMENT

METES AND BOUNDS DESCRIPTION of a 0.1808-acre temporary construction easement located in Tract "A", Fountains Addition, described in Volume 1844, Page 730, Deed Records of Lubbock County, and Tract "A", Newman Addition, described in Volume 1323, Page 752, Deed Records of Lubbock County, said 0.1808-acre tract being further described as follows:

BEGINNING at a point for the Southeast corner of this tract which bears S. $01^{\circ}53'19''$ W. a distance of 14.18 feet and N. $88^{\circ}06'40''$ W. a distance of 47.08 feet from a railroad spike found at the Southeast corner of said Tract "A", Fountains Addition;

L1 - THENCE N. $88^{\circ}06'40''$ W. a distance of 225.00 feet to a point for the Southwest corner of this tract;

L2 - THENCE N. $01^{\circ}38'56''$ E., at 14.40 feet pass the North line of said Tract "A", Newman Addition, being the same South line of Tract "A", Fountains Addition, continuing for a total distance of 35.00 feet to a point for the Northwest corner of this tract;

L3 - THENCE S. $88^{\circ}06'40''$ E. a distance of 225.00 feet to a point for the Northeast corner this tract;

L4 - THENCE S. $01^{\circ}38'56''$ W., at 20.78 feet pass the South line of said Tract "A", Fountains Addition, being the same North line of said Tract "A" Newman Addition, continuing for a total distance of 35.00 feet to the Point of Beginning.

Contains: 0.1808 acres

Bearings relative to the Texas Coordinate System of 1983 (2011) Epoch 2010.0, North-Central Zone
Distances and areas are surface, U.S. Survey Feet

Description prepared on:
January 28, 2020

Robert A. Christopher
Registered Professional Land Surveyor No. 5167
Licensed State Land Surveyor
State of Texas



*An exhibit of even date accompanies this description herewith.

Exhibit B

Structures related to parking spots B16 and B17 (10 feet to each side of the pole) shall not be replaced after removal.



Exhibit C

Parking structures B1 to B15 to the West of structure 2004T27 and B18 to B28 to the East of structure 2004T27.

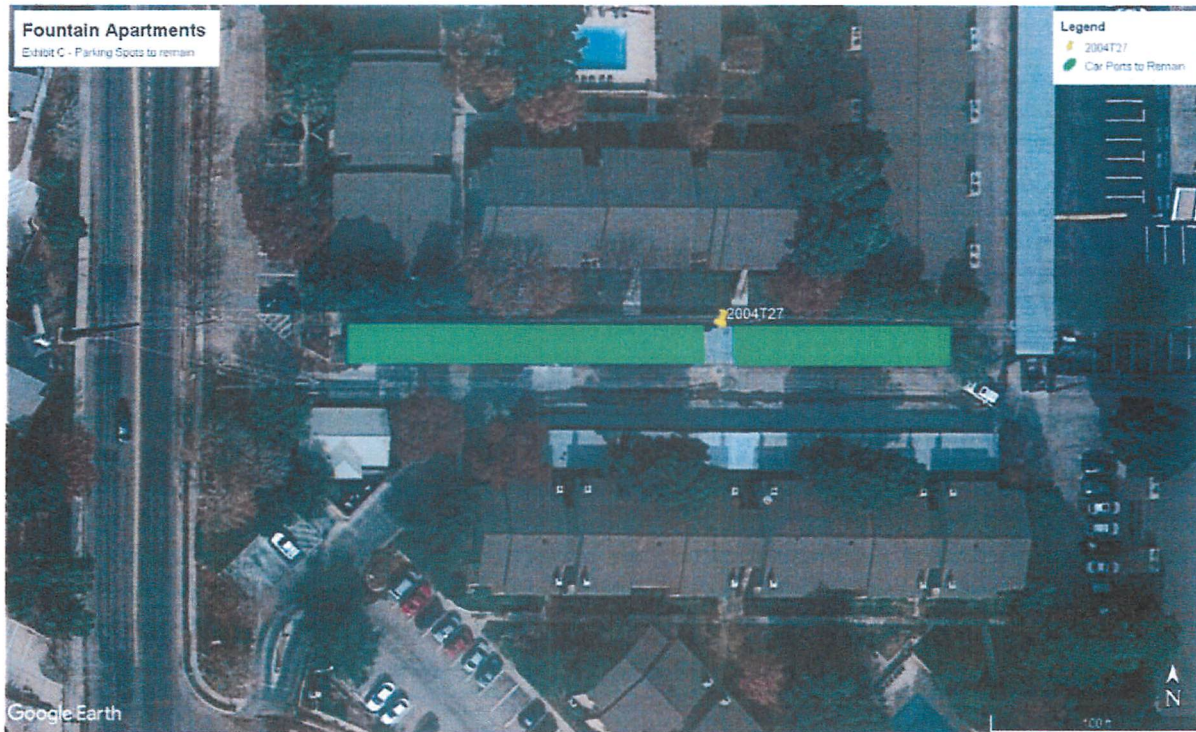


Exhibit D

For grounding the carport, Black & Veatch recommends ground rods for each posts of parking structures. Construction specification "16868.6 Fence Grounds" describes grounding for fences which can be applicable to parking structures.

16868.6 Fence Grounds

Fence grounds shall be furnished and installed as shown on the drawings and in accordance with the following requirements:

Fence grounds shall be installed at all fence crossings and at intervals not to exceed 400 feet along parallel fences that are within the transmission right-of-way. Where possible, fence grounds shall be attached to ground rod driven for nearest structure. When the nearest structure is more than 10 feet from the fence, a separate ground rod for the fence shall be driven.



Regular City Council Meeting

7. 19.

Meeting Date: 08/11/2020

Information

Agenda Item

Resolutions - City Manager: Consider two resolutions authorizing the City Manager of the City of Lubbock to execute those certain Route Consent Agreements by and between the City of Lubbock and Oncor Electric Delivery Company LLC, regarding the modification to the Wadsworth-New Oliver-Farmland 345 kV electric transmission line route approved by the Public Utility Commission of Texas (“PUC”) in PUC Docket No. 48909, across two tracts of land: 1) the City of Lubbock’s South Water Treatment Plant, located in Section 72, Block S, T.T. R.R. Co. Survey, Abstract No. 1382, and being a part of a tract of land described in a General Warranty Deed and Assignment of Lease to the City of Lubbock, recorded in Document No. 2008038584 of the official public records of Lubbock County, Texas; and 2) the City of Lubbock’s Hancock Land Application Site, located in League 3, Wilson County School Land Survey, Abstract No. 112, Lynn County, Texas, and being a part of a tract of land described as Tract 3 in League 3 of Exhibit “A” in a General Warranty Deed to the City of Lubbock, recorded in Volume 327, Page 264, of the official public records of Lynn County, Texas.

Item Summary

In 2017, the City of Lubbock, acting by and through Lubbock Power & Light (LP&L), filed before the Public Utility Commission of Texas (PUC), an Application for Authority to Connect a Portion of its System with the Electric Reliability Council of Texas (ERCOT) in Docket Number 47576. The application was granted by the PUC in its Order dated March 15, 2018. In order to integrate a portion of LP&L's system load into ERCOT, transmission infrastructure must be constructed. The PUC ordered LP&L and Sharyland Utilities to agree to the split of ownership of the transmission infrastructure to be constructed, which was accomplished through an agreement. Oncor Electric Delivery Company LLC (Oncor), as successor to Sharyland Utilities, succeeded to the benefits and obligations of this agreement.

In PUC Docket Number 48909, the PUC approved a 345 kV transmission line route, known in the PUC docket as the Wadsworth-New Oliver-Farmland 345 kV electric transmission line route ("Wadsworth to Farmland 345kV Route"), which crosses two properties owned by the City of Lubbock. One of the properties crossed by the Wadsworth to Farmland 345kV Route is the City of Lubbock's South Water Treatment Plant (SWTP). The second property crossed by the Wadsworth to Farmland 345 kV Route is the City of Lubbock's Hancock Land Application Site (HLAS). Although the routes were approved in the PUC docket, the City of Lubbock and Oncor desire to modify the route across the two sites. The modification is described and depicted in the attached Route Consent Agreements and exhibits thereto.

City staff recommends that the City Council approve the resolutions and agreements attached hereto.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution and Agreement - SWTP

Resolution and Agreement - HLAS

RESOLUTION

WHEREAS, the City of Lubbock and its municipally owned electric utility, Lubbock Power & Light (“LP&L”), are currently served with wholesale power delivered through the Southwest Power Pool Regional Transmission Organization (“SPP”);

WHEREAS, LP&L filed before the Public Utility Commission of Texas (“PUC”) its Application of the City of Lubbock Through Lubbock Power and Light for Authority to Connect a Portion of its System with the Electric Reliability Council of Texas (“ERCOT”), Docket Number 47576 (the “Application”), on or about September 1, 2017;

WHEREAS, the portion of LP&L’s load subject to the Application is more particularly defined therein and herein as the “Affected Load”;

WHEREAS, the Application to integrate the Affected Load into ERCOT was granted by the PUC, as evidenced by its Order dated March 15, 2018, in PUC Docket No. 47576, styled *Application for the City of Lubbock through Lubbock Power and Light for Authority to Connect a Portion of its System with the Electric Reliability Council of Texas* (the “Order”);

WHEREAS, as a part of Order, the PUC ordered LP&L and Sharyland Utilities (“Sharyland”), as end point owners of the subject transmission infrastructure (“Infrastructure”) required to be constructed to integrate the Affected Load into ERCOT, to agree to the split of ownership of such Infrastructure;

WHEREAS, such agreement was accomplished through the Participation Agreement (the “PA”), entered into by and between LP&L and Sharyland;

WHEREAS, subsequent to entering into the PA, Sharyland was acquired by merger and acquisition by Oncor Electric Delivery Company LLC (“Oncor”);

WHEREAS, as a part of the merger and acquisition, Oncor succeeded to all benefits and obligations of Sharyland under the PA;

WHEREAS, in PUC Docket No. 48909, the PUC approved a 345 kV transmission line route, known in the PUC docket as the Wadsworth-New Oliver-Farmland 345 kV electric transmission line route (“Wadsworth to Farmland 345kV Route”), which crosses two properties owned by the City of Lubbock;

WHEREAS, one of the properties crossed by the Wadsworth to Farmland 345kV Route is the City of Lubbock’s South Water Treatment Plant, located in Section 72, Block S, T.T. R.R. Co. Survey, Abstract No. 1382, and being a part of a tract of land described in a general warranty deed and assignment of lease to the City of Lubbock, recorded in Document No. 2008038584 of the official public records of Lubbock County, Texas (“South Water Treatment Plant”);

WHEREAS, the City of Lubbock and Oncor Electric Delivery Company LLC desire to modify the route across the South Water Treatment Plant as described and depicted in the Route Consent Agreement and attachment thereto; **NOW, THEREFORE:**

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, that certain Route Consent Agreement, by and between the City of Lubbock and Oncor Electric Delivery Company LLC, a Delaware limited liability company, and related documents regarding the City of Lubbock's South Water Treatment Plant, located in Section 72, Block S, T.T. R.R. Co. Survey, Abstract No. 1382, and being a part of a tract of land described in a general warranty deed and assignment of lease to the City of Lubbock, recorded in Document No. 2008038584 of the official public records of Lubbock County, Texas. Said Route Consent 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:



David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:



Jenny Smith, LP&L General Counsel

ROUTE CONSENT AGREEMENT

The undersigned landowner, the City of Lubbock (“Landowner”), executes this agreement to evidence Landowner’s consent and agreement to a modification to the Wadsworth-New Oliver-Farmland 345 kV electric transmission line route approved by the Public Utility Commission of Texas (“PUCT”) in PUCT Docket No. 48909, on the land designated as CCN tract number 2, as shown in the map attached hereto as Exhibit A and incorporated herein for all purposes.

Landowner owns the surface of CCN 2. Landowner hereby demonstrates a preference for, and consents to, a route modification through CCN 2 along the general path shown in Exhibit A. The dark blue line in Exhibit A represents the PUCT-approved route on Landowner’s property, and the turquoise line represents the agreed-upon route modification.

Landowner hereby acknowledges and agrees that Oncor is permitted to further investigate the requested route modification and conduct surveys Oncor deems reasonably necessary for this purpose, including land, archeological, wildlife, storm water, vegetation, geotechnical and similar surveys, so long as any such investigation is done in coordination with and approved by the City Manager of the City of Lubbock, or his designee. Landowner agrees that Oncor, with approval of the City Manager of the City of Lubbock, may substitute the general depiction of the requested route modification on Landowner’s tract shown in Exhibit A with definitive survey documents more precisely delineating the requested modification in metes and bounds with legal descriptions.

This agreement does not grant easement or construction rights. Landowner and Oncor will agree upon the specific terms of the easement for the area roughly depicted in Exhibit A, and any price thereof, in a separate document.

[signature page follows]

AGREED:

City of Lubbock

By: _____

_____ Date

Name: _____

Title: _____

APPROVED AS TO CONTENT:

David McCalla
David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

Jenny Smith
Jenny Smith, LP&L General Counsel

ONCOR ELECTRIC DELIVERY COMPANY LLC

By: Dennis L Patton

7/29/2020
Date

Name: DENNIS L PATTON

Title: ATTORNEY IN FACT

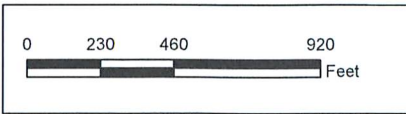
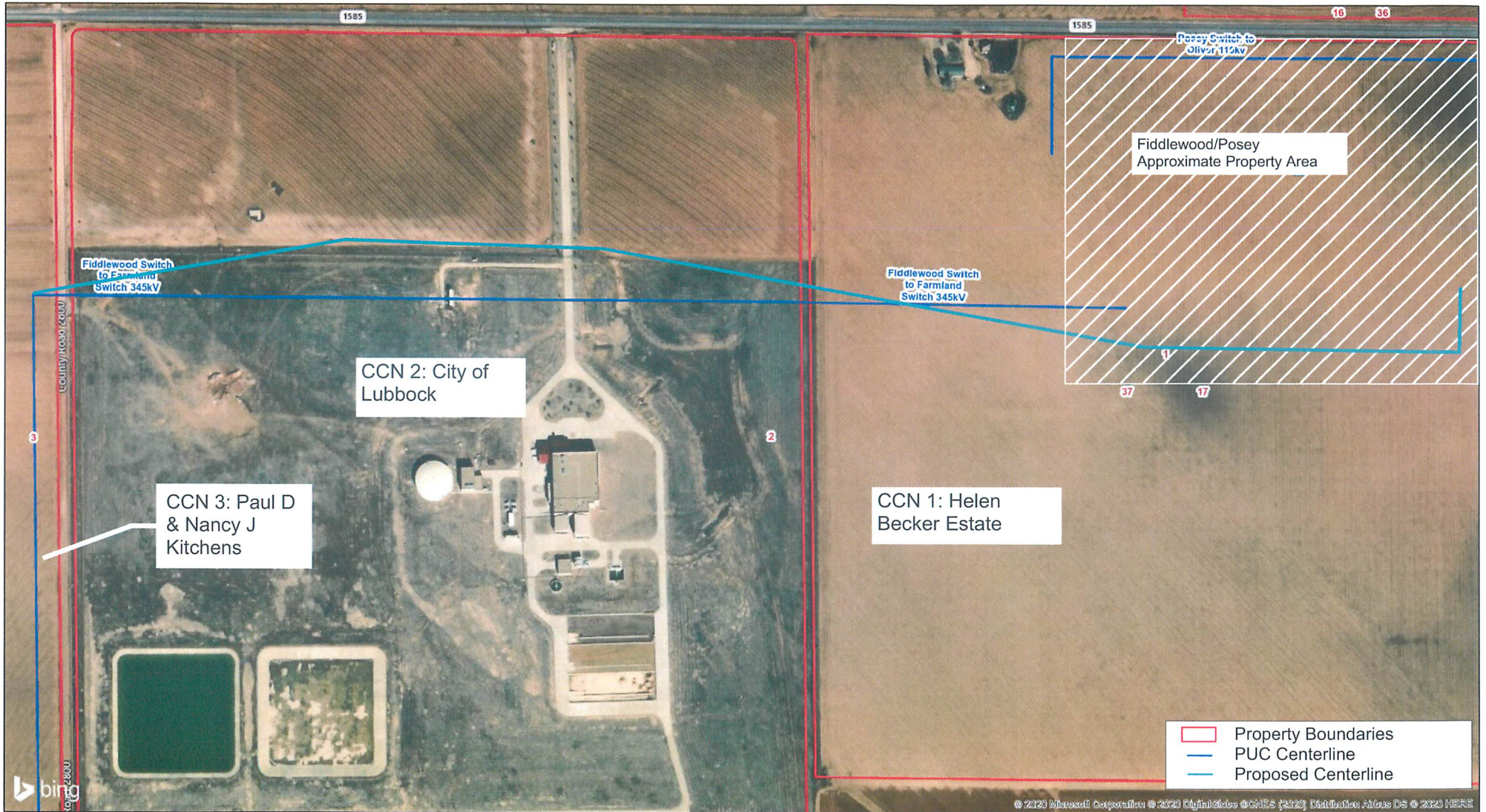
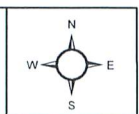


EXHIBIT A
Fiddlewood - Farmland 345 kV Line
CCN 2: City of Lubbock

X _____
Date: _____



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Date printed: 02-26-2020

RESOLUTION

WHEREAS, the City of Lubbock and its municipally owned electric utility, Lubbock Power & Light (“LP&L”), are currently served with wholesale power delivered through the Southwest Power Pool Regional Transmission Organization (“SPP”);

WHEREAS, LP&L filed before the Public Utility Commission of Texas (“PUC”) its Application of the City of Lubbock Through Lubbock Power and Light for Authority to Connect a Portion of its System with the Electric Reliability Council of Texas (“ERCOT”), Docket Number 47576 (the “Application”), on or about September 1, 2017;

WHEREAS, the portion of LP&L’s load subject to the Application is more particularly defined therein and herein as the “Affected Load”;

WHEREAS, the Application to integrate the Affected Load into ERCOT was granted by the PUC, as evidenced by its Order dated March 15, 2018, in PUC Docket No. 47576, styled *Application for the City of Lubbock through Lubbock Power and Light for Authority to Connect a Portion of its System with the Electric Reliability Council of Texas* (the “Order”);

WHEREAS, as a part of Order, the PUC ordered LP&L and Sharyland Utilities (“Sharyland”), as end point owners of the subject transmission infrastructure (“Infrastructure”) required to be constructed to integrate the Affected Load into ERCOT, to agree to the split of ownership of such Infrastructure;

WHEREAS, such agreement was accomplished through the Participation Agreement (the “PA”), entered into by and between LP&L and Sharyland;

WHEREAS, subsequent to entering into the PA, Sharyland was acquired by merger and acquisition by Oncor Electric Delivery Company LLC (“Oncor”);

WHEREAS, as a part of the merger and acquisition, Oncor succeeded to all benefits and obligations of Sharyland under the PA;

WHEREAS, in PUC Docket No. 48909, the PUC approved a 345 kV transmission line route, known in the PUC docket as the Wadsworth-New Oliver-Farmland 345 kV electric transmission line route (“Wadsworth to Farmland 345kV Route”), which crosses two properties owned by the City of Lubbock;

WHEREAS, one of the properties crossed by the Wadsworth to Farmland 345kV Route is the City of Lubbock’s Hancock Land Application Site, located in League 3, Wilson County School Land Survey, Abstract No. 112, Lynn County, Texas, and being a part of a tract of land described as Tract 3 in League 3 of Exhibit “A” in a General Warranty Deed to the City of Lubbock, a Texas home rule municipal corporation, recorded in Volume 327, Page 264, of the official public records of Lynn County, Texas (“Hancock Land Application Site”);

WHEREAS, the City of Lubbock and Oncor Electric Delivery Company LLC desire to modify the route across the Hancock Land Application Site as described and depicted in the Route Consent Agreement and attachment thereto; **NOW, THEREFORE**:

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, that certain Route Consent Agreement, by and between the City of Lubbock and Oncor Electric Delivery Company LLC, a Delaware limited liability company, and related documents regarding City of Lubbock's Hancock Land Application Site, located in League 3, Wilson County School Land Survey, Abstract No. 112, Lynn County, Texas, and being a part of a tract of land described as Tract 3 in League 3 of Exhibit "A" in a General Warranty Deed to the City of Lubbock, a Texas home rule municipal corporation, recorded in Volume 327, Page 264, of the official public records of Lynn County, Texas. Said Route Consent 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:



David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:



Jenny Smith, LP&L General Counsel

ROUTE CONSENT AGREEMENT

The undersigned landowner, the City of Lubbock (“Landowner”), executes this agreement to evidence Landowner’s consent and agreement to a modification to the Wadsworth-New Oliver-Farmland 345 kV electric transmission line route approved by the Public Utility Commission of Texas (“PUCT”) in PUCT Docket No. 48909, on the land designated as CCN tract number **34**, as shown in the map attached hereto as Exhibit A and incorporated herein for all purposes.

Landowner owns the surface of CCN 34. Landowner hereby demonstrates a preference for, and consents to, a route modification through CCN 34 along the general path shown in Exhibit A. The dark blue line in Exhibit A represents the PUCT-approved route on Landowner’s property, and the turquoise line represents the agreed-upon route modification.

Landowner hereby acknowledges and agrees that Oncor is permitted to further investigate the requested route modification and conduct surveys Oncor deems reasonably necessary for this purpose, including land, archeological, wildlife, storm water, vegetation, geotechnical and similar surveys, so long as any such investigation is done in coordination with and approved by the City Manager of the City of Lubbock, or his designee. Landowner agrees that Oncor, with approval of the City Manager of the City of Lubbock, may substitute the general depiction of the requested route modification on Landowner’s tract shown in Exhibit A with definitive survey documents more precisely delineating the requested modification in metes and bounds with legal descriptions.

This agreement does not grant easement or construction rights. Landowner and Oncor will agree upon the specific terms of the easement for the area roughly depicted in Exhibit A, and any price thereof, in a separate document.

[signature page follows]

AGREED:

City of Lubbock

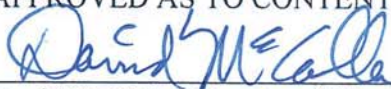
By: _____

_____ **Date**

Name: _____

Title: _____

APPROVED AS TO CONTENT:



David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:



Jenny Smith, LP&L General Counsel

ONCOR ELECTRIC DELIVERY COMPANY LLC

By: _____

7/29/2020
_____ **Date**

Name: DENNIS L PATCOCK

Title: ATTORNEY IN FACT

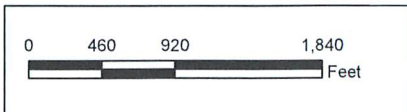
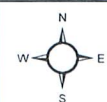


EXHIBIT A
Fiddlewood - Farmland 345 kV Line
CCN 34: City of Lubbock

X _____
 Date: _____



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Date printed: 02-17-2020



Regular City Council Meeting

7. 20.

Meeting Date: 08/11/2020

Information

Agenda Item

Ordinance Single Reading - City Secretary: Consider an ordinance amending Ordinance No. 2020-00054 that postponed the City of Lubbock, Texas General Election to the November 3, 2020 Uniform Election Date; authorizing execution of the Election Order, providing for amendments to the Election Order, and providing for passage on first reading.

Item Summary

On March 18, 2020, Governor Greg Abbott issued a proclamation to allow all local political subdivisions to postpone their Regular May Elections from May 2, 2020, to the Uniform Election date of November 3, 2020. On March 24, 2020, the Lubbock City Council passed Ordinance No. 2020-00054, postponing the May 2, 2020 Election to November 3, 2020.

Since March 24, 2020, various proclamations from the Governor have been issued, and further proclamations and orders issued may change aspects of the election. This ordinance amends the previous ordinance to allow for such amendments that are currently not known.

The election is to be held November 3, 2020, pursuant to the Texas Election Code, the Lubbock City Charter, and City ordinances. Said election shall be for the purpose of electing the following officers of the City of Lubbock: Mayor (At Large), for a 2-year term; Council members, Districts 2, 4, and 6, for 4-year terms; and Municipal Court Judge (At Large), for a 4-year term.

Fiscal Impact

\$250,000 is requested to be appropriated in Fiscal Year 2020-21.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Election Ordinance

Notice

Ex. A Election Day

Ex. B - Early Voting Locations

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 2020-O0054 THAT POSTPONED THE CITY OF LUBBOCK, TEXAS GENERAL ELECTION TO THE NOVEMBER 3, 2020 UNIFORM ELECTION DATE; AUTHORIZING EXECUTION OF THE ELECTION ORDER; PROVIDING FOR AMENDMENTS TO THE ELECTION ORDER; AND PROVIDING FOR PASSAGE ON FIRST READING AS AN EMERGENCY.

WHEREAS, on March 13, 2020, the Governor of Texas certified that the novel coronavirus (COVID-19) poses an imminent threat of disaster and, under the authority vested in the Governor by Section 418.014 of the Texas Government Code, declared a state of disaster for all counties in Texas and has continually extended such (the "Disaster Declaration"); and

WHEREAS, on March 18, 2020, and pursuant to Section 418.016 of the Texas Government Code, Texas Governor Greg Abbott issued a Proclamation, which is hereby incorporated and attached herein for all purposes, suspending Section 41.0052(a) and (b) of the Texas Election Code to allow all local political subdivisions that are utilizing the May 2, 2020 uniform election date to postpone their election to the November 3, 2020 uniform election date, without otherwise adjusting the term of office; and

WHEREAS, on March 18, 2020 and pursuant to Texas Election Code Sections 31.003 and 31.004, the Texas Secretary of State issued Election Advisory No. 2020-12, which is hereby incorporated and attached herein for all purposes, that contains guidelines for entities that choose to exercise this authority and postpone their election to the November uniform election date; and

WHEREAS, on March 24, 2020 the City Council passed Ordinance No. 2020-O0054, postponing the May 2, 2020 general election to November 3, 2020; and

WHEREAS, on July 27, 2020, Governor Abbott issued a proclamation, which is hereby incorporated and attached herein for all purposes, suspending section 85.001(a) of the Texas Election Code to begin early voting by personal appearance on Tuesday, October 13, 2020, to continue through the fourth day before the November 3rd election day; and

WHEREAS, Governor Abbott further proclaimed on July 27, 2020 that Section 86.006(a-1) of the Texas Election Code is suspended to allow a voter to deliver a marked mail ballot in person to the early voting clerk's office prior to and including on the November 3rd election day; and

WHEREAS, due to the Disaster Declaration, the circumstances and law related to the November 3rd general election may change with further proclamations and orders issued by Governor Abbott and amendments to the polling places and election workers by the Lubbock County voting clerk; and

WHEREAS, in accordance with Article IX, Section 16 of the City of Lubbock Charter, the City Council finds that there is an emergency situation and must ensure that this Ordinance is passed on first reading; NOWHEREFORE:

SECTION 1. THAT City of Lubbock Ordinance No. 2020-00054 is hereby amended in accordance with Governor Abbott's July 27th proclamation, the dates for early voting by personal appearance shall be amended to begin on Tuesday, October 13, 2020, and shall continue through the fourth day before election day.

SECTION 2. THAT the Mayor is hereby authorized to sign the amended election order, which is hereby incorporated and attached herein for all purposes, as Exhibit "A" (the "Election Order").

SECTION 3. THAT the Mayor is hereby authorized to amend the Election Order as may be necessary to comply with further proclamations and orders issued by Governor Abbott and any amendments to the polling places and election workers by the Lubbock County voting clerk.

SECTION 4. THAT this Ordinance shall take effect and be in effect immediate after its passage.

AND IT IS SO ORDERED.

Passed by the City Council by unanimous vote on the first and only reading as an emergency on the _____ day of _____, 2020

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Rebecca Garza, City Secretary

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

NOTICE OF GENERAL ELECTION (AVISO DE ELECCIÓN GENERAL)
CITY OF LUBBOCK 2020 REGULAR MUNICIPAL ELECTION
(ELECCIÓN REGULAR MUNICIPAL 2020, DE LA CIUDAD DE LUBBOCK)

Governor Greg Abbott issued a proclamation authorizing political subdivisions that were scheduled to hold elections on May 2, 2020, to move their election(s) to the next uniform election date. *(El gobernador Greg Abbott emitió una proclamación autorizando subdivisiones políticas que estaban programadas para celebrar elecciones el 2 de mayo de 2020, para trasladar sus elecciones a la próxima fecha uniforme de elección.)*

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., on **November 3, 2020**, for voting in a general election to elect: *(Notifíquese, por las presente, que las casillas electorales sitados abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el 3 de noviembre de 2020 para votar en la Elección General para elegir:)*

MAYOR - AT LARGE <i>ALCALDE - SIN LIMITACIONES</i>	2 YEAR TERM <i>(2 AÑOS)</i>
COUNCIL MEMBER, DISTRICT 2 <i>CONCEJAL MUNICIPAL, DISTRITO 2</i>	4 YEAR TERM <i>(4 AÑOS)</i>
COUNCIL MEMBER, DISTRICT 4 <i>CONCEJAL MUNICIPAL, DISTRITO 4</i>	4 YEAR TERM <i>(4 AÑOS)</i>
COUNCIL MEMBER, DISTRICT 6 <i>CONCEJAL MUNICIPAL, DISTRITO 6</i>	4 YEAR TERM <i>(4 AÑOS)</i>
MUNICIPAL COURT JUDGE <i>JUEZ del TRIBUNAL MUNICIPAL</i>	4 YEAR TERM <i>(4 AÑOS)</i>

Voting by personal appearance will be conducted on Election Day at: *(La votación en persona, el día de Elección, se llevará a cabo en)*

See **Exhibit A** *(Vea Anexo A)*

Early voting by personal appearance will be conducted at: *(La votación adelantada en persona se llevará a cabo en)*

See **Exhibit B** *(Vea Anexo B)*

Applications for ballot by mail shall be mailed to: *(Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:)*

Early Voting Clerk *(Secretario para la Votación Adelantada)*
Dorothy Kennedy
Office of Elections *(Oficina de Elecciones)*
1308 Crickets Avenue
Lubbock, TX 79408
Telephone/Teléfono 806-775-1338

Issued this the 11th day of August, 2020.
(Emitada este día 11 de agosto, 2020.)

DANIEL M. POPE, MAYOR *(Alcalde)*

ATTEST:

Rebecca Garza, City Secretary (*Secretario Municipal*)

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney (*Asesora Legal Municipal Adjunto*)

Lubbock County General and Special Elections

(Elecciones Generales y Especial para el Condado de Lubbock)

Vote Center Locations

(Lugares de Centros de Votación)

Tuesday, November 3, 2020

(martes 3 de noviembre de 2020)

7:00 A.M. – 7:00 P.M.

American Sign Language Interpreters available *Intérpretes de Lenguaje de Señas disponible*

Abernathy City Hall – 811 Avenue D (Community Room), Abernathy, 79311

(Alcaldía de Abernathy) – (811 avenida D, Abernathy, salón comunitario)

Bacon Heights Baptist Church – 5110 54th St (2 Commons Room), Lubbock, 79414

(Iglesia Bautista Bacon Heights – 5110 calle 54, 2 Salón Comunal)

Broadview Baptist Church – 1302 N Frankford Ave (Fellowship Hall), Lubbock, 79416

(Iglesia Bautista Broadview – 1302 Avenida Frankford Norte, sala de compañerismo)

Broadway Church of Christ – 1924 Broadway Lubbock, 79401

(Iglesia de Cristo Broadway – 1924 calle Broadway)

Byron Martin ATC – 3201 Avenue Q (Entry Hall), Lubbock, 79411***

*(Byron Martin ATC – 3201 Avenida Q, vestíbulo de entrada) ****

Calvary Baptist Church – 5301 82nd St (Mall Area), Lubbock, 79424***

*(Iglesia Bautista Calvario – 5301 Calle 82, área del mall) ****

Casey Administration Building – 501 7th St (Room No. 104), Wolfforth, 79382

(Edificio de Administración Casey – 501 Calle 7, Salón No. 104, Wolfforth)

Catholic Diocese – 4620 4th St, Lubbock, 79416 (Archbishop Michael J Sheehan Hall

(Diócesis Católica – 4620 Calle 4, Salón del Arzobispo Michael J Sheehan)

Cavazos Middle School – 210 N University Ave (Gym), Lubbock, 79415

(Escuela Secundaria Menor Cavazos – 210 Avenida Universidad Norte, gimnasio)

Celebration Christian Center – 8001 Upland Ave (Sanctuary), Lubbock, 79424

(Centro Cristiano de Celebración – 8001 Avenida Upland, Santuario)

Church on the Rock – 10503 Slide Rd (Café Area), Lubbock, 79424

(Iglesia Sobre la Roca – 10503 Slide Rd, área del café)

Cooper Rawlings Senior Center – 213 40th (Social Hall) Street, Lubbock, 79404

(Centro para personas mayores de Cooper Rawlings – 213 calle 40, Salón Social)

Elks Lodge No. 1348 – 3409 Milwaukee Ave (Lodge Hall), Lubbock, 79407

(Elks Lodge Núm. 1348 – 3409 Avenida Milwaukee, vestíbulo)

Lubbock County Elections Office – 1308 Crickets Ave, Lubbock, 79401

(Oficina de Elecciones del Condado de Lubbock – 1308 avenida crickets)

First Assembly of God Church – 3801 98th St (Classroom), Lubbock, 79423

(Primera Iglesia Asambleas de Dios – 3801 Calle 98, salón de clase)

Green Lawn Church of Christ – 5701 19th St (Entry Hall), Lubbock, 79407

(Iglesia de Cristo Green Lawn – 5701 Calle 19, vestíbulo de entrada)

Heritage Middle School – 6110 73rd Street (Library), Lubbock, 79424

(Escuela Intermedio Heritage – 6110 Calle 73, biblioteca)

Hodges Community Center – 4011 University Ave (Social Hall), Lubbock, 79413

(Centro Social Hodges – 4011 Avenida Universidad, Salón Social)

Idalou Community Center – 202 W 7th St, Idalou, 79329

(Centro Social de Idalou – 202 Calle 7 Oeste, Idalou)

Lubbock-Cooper North Elementary School – 3202 108th St (Gym), Lubbock, 79423

(Escuela Primaria Lubbock-Cooper North – 3202 Calle 108, gimnasio)

Lubbock-Cooper Performing Arts Center (PAC) (Foyer) – 910 Woodrow Rd, Lubbock, 79423

(Centro de Artes Escénicas de Lubbock-Cooper (CAE) (vestíbulo) – 910 Calle Woodrow)

Mae Simmons Community Center – 2004 Oak Avenue (Activity Room), Lubbock, 79403

(Central Social Mae Simmons – 2004 Avenida Oak, salón de actividades)

Maggie Trejo Supercenter – 3200 Amherst Street (Rodgers Community Center Social Hall), Lubbock, 79415

(Supercentro Maggie Trejo – 3200 calle Amherst, Rodgers Community Center Social Hall)

Mattress Firm – 6707 Slide Rd (Breakroom), Lubbock, 79424

(Mattress Firm – 6707 carretera Slide, salón de descanso)

New Deal Community Clubhouse – 309 S Monroe Ave, New Deal, 79350

(Centro Social de New Deal – 309 Avenida Monroe Sur, New Deal)

Oak Ridge Elementary School – 6514 68th St (Entry Way), Lubbock, 79424

(Escuela Primaria Oak Ridge – 6514 Calle 68, entrada)

Parsons Elementary – 2811 58th St (Gym), Lubbock, 79413

(Escuela Primaria Parsons – 2811 Calle 58, gimnasio)

Patterson Library – 1836 Parkway Dr. (Community Room), Lubbock, 79403

(Biblioteca Patterson – 1836 Avenida Parkway, salón comunitario)

Preston Smith Elementary – 8707 Dover Avenue, Lubbock, 79424

(Escuela Primaria Preston Smith – 8707 Avenida Dover)

Ramirez Elementary School – 702 Avenue T (Gym), Lubbock 79401

(Escuela Primaria Ramírez – 702 Avenida T, gimnasio)

Roberts Elementary School – 7901 Avenue P (Gym), Lubbock, 79423

(Escuela Primaria Roberts – 7901 Avenida P, gimnasio)

Roosevelt Community Clubhouse – 1408 CR 3300, Lubbock, 79403

(Centro Social de Roosevelt – 1408 CR 3300)

Roscoe Wilson Elementary School – 2807 25th St (Gym), Lubbock, 79410

(Escuela Primaria Roscoe Wilson – 2807 Calle 25, gimnasio)

Shallowater Community Center – 902 Avenue H, Shallowater, 79363

(Centro Social de Shallowater – 902 Avenida H, Shallowater)

Slaton ISD Administration Office – 140 E Panhandle (Board Room), Slaton, 79364

(Oficinas Administrativas del Distrito Escolar Independiente de Slaton – 140 Calle Panhandle Este sala de juntas)

South Plains Church of Christ – 6802 Elkhart Ave (Gym Area), Lubbock, 79424

(Iglesia de Cristo South Plains – 6802 Avenida Elkhart, área del gimnasio)

St Joseph Catholic Church – 102 N Avenue P (Guadalupe Room), Lubbock, 79401

(Iglesia Católica San José – 102 Avenida P Norte, Salón Guadalupe)

Sunset Church of Christ, (Powerhouse) – 3625 34th St, Lubbock, 79410

(Iglesia de Cristo Sunset, Powerhouse – 3625 Calle 34)

Sutherlands HomeBase – 3701 50th St (Near Lighting Section), Lubbock, 79413

(Sutherlands – 3701 Calle 50, cerca de la sección de iluminación)

Terra Vista Middle School – 1111 Upland Ave (Library), Lubbock, 79416

(Escuela Secundaria Menor Terra Vista – 1111 Avenida Upland, biblioteca)

Texas Tech University Library – 2802 18th St – TTU Campus (South Croslin), Lubbock, 79409

(Biblioteca de Texas Tech – 2802 Calle 18 – Campus de TTU, South Croslin)

Wright Elementary School – 1302 Adrian St (Gym), Lubbock, 79403

(Escuela Primaria Wright – 1302 Calle Adrian, gimnasio)

Voting Southland ISD

Green Museum – 1601 10th St, Wilson, 79381

(Museo Verde – 1601 Calle 10, Wilson)

Post Community Center – 113 Main St, Post, 79356

(Centro Comunitario de Correos – 113 principal, Post)

Southland ISD Admin – 190 8th St, Southland, 79364

(Oficina de Administration de Southland ISD – 190 calle 8, Southland)

Voting Frenship ISD

Smyer Elementary School – 401 Lincoln St, Smyer, TX

(Escuela Primaria Smyer – 401 calle Lincoln, Smyer, TX)

Lubbock County General and Special Elections (Elecciones Generales y Especiales para el Condado de Lubbock)

NOTICE OF EARLY VOTING AVISO DE VOTACIÓN ANTICIPADA

Early voting by personal appearance for the November 3, 2020, Lubbock County General and Special Elections will be conducted at ALL EARLY POLLING LOCATIONS ON THE DATES, TIMES, AND LOCATIONS LISTED BELOW:

Votación anticipada en persona para las Elecciones Generales y Especiales del 3 de Noviembre 2020, se llevara a cabo en TODAS LOS SITIOS DE VOTACIÓN AUXILIARES EN LAS FECHAS, HORARIOS Y LUGARES QUE SIGUEN:

EARLY VOTING DATES: Tuesday, October 13th - Friday, October 30th, 2020
Fechas de Votación Anticipada: Martes, 13 de octubre – viernes, 30 de octubre, 2020

Main Early Voting Polling Place

Lugar principal de la votación anticipada

Lubbock County Elections Office

Oficina de Elecciones del Condado de Lubbock
1308 Crickets Ave, Lubbock, TX 79401
1308 avenida crickets
Room: Public Room
Sala: *Salón Público*

Dates: Tues. October 13 - Fri., October 30
Fechas: Martes, 13 de octubre – viernes, 30 de octubre, 2020

Times: 8:00 AM - 8:00 PM
horas:

EXCEPT Sunday, October 18 and 25
MENOS el domingo, 18 y 25 de octubre
10:00 AM - 6:00 PM

Early Voting Branch Polling Places

Votación Anticipada en los Sitios de Votación Auxiliares

United Supermarkets

All Locations listed below:

- United** - 2630 Parkway Dr., Lubbock, TX 79403 (*Parkway & Beech Ave*)
- United** - 401 Slide Road, Lubbock, TX 79416 (*4th & Slide*)
- United** - 6313 4th St., Lubbock, TX 79416 (*4th & Milwaukee*)
- United** - 1701 50th St., Lubbock, TX 79412 (*50th & Avenue Q*)
- United** - 2703 82nd St., Lubbock, TX 79423 (*82nd & Boston Ave*)
- United** - 8010 Frankford Ave., Lubbock, TX 79424 (*82nd & Frankford*)
- United** - 12815 Indiana Ave., Lubbock, TX 79423 (*130th & Indiana*)
- Amigos** - 112 N University Ave., Lubbock, TX 79415 (*University & Auburn*)
- Market Street** - 4425 19th St., Lubbock, TX 79407 (*19th & Quaker*)
- Market Street** - 3405 50th St., Lubbock, TX 79413 (*50th & Indiana*)
- Market Street** - 4205 98th St., Lubbock, TX 79423 (*98th & Quaker*)

Dates: Tues. October 13 - Fri., October 30
Fechas: Martes, 13 de octubre – viernes, 30 de octubre, 2020

Times: 8:00 AM - 8:00 PM
horas:

EXCEPT Sunday, October 18 and 25
MENOS el domingo, 18 y 25 de octubre
10:00 AM - 6:00 PM

Abernathy City Hall

Oficina Municipal de Abernathy

811 Avenue D, Abernathy, TX 79311
811 Avenida D
Room:
Sala:

Dates: Tues. October 13 - Fri., October 30
Fechas: Martes, 13 de octubre – viernes, 30 de octubre, 2020

Times: 8:00 AM - 8:00 PM
horas:

EXCEPT Sunday, October 18 and 25
MENOS el domingo, 18 y 25 de octubre
10:00 AM - 6:00 PM

Casey Administration Building

Edificio de Administración Casey

501 7th Street, Wolfforth, TX 79382

501 calle 7

Room:

Sala:

Dates: Tues. October 13 - Fri., October 30

Fechas: Martes, 13 de octubre – viernes, 30 de octubre, 2020

Times: 8:00 AM - 8:00 PM

horas:

**EXCEPT Sunday, October 18 and 25
MENOS el domingo, 18 y 25 de octubre
10:00 AM - 6:00 PM**

Citizens Tower

Citizens Tower

1314 Avenue K (1st Floor) Lubbock, TX 79401

1314 avenida k

Room: Lobby

Sala: vestíbulo

Dates: Tues. October 13 - Mon. October 19

Fechas: martes, 13 de octubre - lunes, 19 de octubre

Times: 8:00 AM - 5:00 PM

horas:

Dates: Tues. October 20

Fechas: martes, 20 de octubre

Times: 8:00 AM - 8:00 PM

horas:

Dates: Wed. October 21 - Mon. October 26

Fechas: miércoles, 21 de octubre - lunes, 26 de octubre

Times: 8:00 AM - 5:00 PM

horas:

Dates: Tues. October 27

Fechas: martes, 27 de octubre

Times: 8:00 AM - 8:00 PM

horas:

Dates: Wed. October 28 - Fri. October 30

Fechas: miércoles, 28 de octubre - viernes, 30 de octubre

Times: 8:00 AM - 5:00 PM

horas:

CLOSED SATURDAY & SUNDAY (*Cerrado sábado y domingo*)

Heritage Middle School

Escuela Intermedio Heritage

6110 73rd Street, Lubbock, TX 79424

6110 calle 73

Room: Library

Sala: biblioteca

(Hockley and Lubbock Counties)

Dates: Tues. October 13 - Fri., October 30

Fechas: Martes, 13 de octubre – viernes, 30 de octubre, 2020

Times: 8:00 AM - 8:00 PM

horas:

CLOSED SATURDAY & SUNDAY (*Cerrado sábado y domingo*)

Idalou Community Center

Centro Social de Idalou

202 W. 7th Street, Idalou, TX 79329

202 calle 7 al Oeste

Room:

Sala:

Dates: Tues. October 13 - Fri., October 30

Fechas: Martes, 13 de octubre – viernes, 30 de octubre, 2020

Times: 8:00 AM - 8:00 PM

horas:

**EXCEPT Sunday, October 18 and 25
MENOS el domingo, 18 y 25 de octubre
10:00 AM - 6:00 PM**

Lubbock ISD Administration Office
Oficina de Administración de Lubbock ISD
1628 19th Street, Lubbock, TX 79401
1628 calle 19
Room: Breezeway
Sala: camino de briza

Dates: Tues. October 13 - Fri., October 30
Fecha: Martes, 13 de octubre – viernes, 30 de octubre, 2020
Hours: 8:00 AM - 5:00 PM
Horas:

CLOSED SATURDAY & SUNDAY (*Cerrado sábado y domingo*)

New Deal Community Clubhouse
Centro Social de New Deal
309 S. Monroe Avenue, New Deal, TX 79403
309 avenida Monroe al sur
Room:
Sala:

Dates: Tues. October 13 - Fri., October 30
Fechas: Martes, 13 de octubre – viernes, 30 de octubre, 2020
Times: 8:00 AM - 8:00 PM
horas:
EXCEPT Sunday, October 18 and 25
MENOS el domingo, 18 y 25 de octubre
10:00 AM - 6:00 PM

Ransom Canyon City Hall
Oficina Municipal de Ransom Canyon
24 Lee Kitchens Dr
24 calle Lee Kitchens Dr
Room:
Sala:

Dates: Tues. October 13 - Fri., October 30
Fechas: Martes, 13 de octubre – viernes, 30 de octubre, 2020
Times: 8:00 AM - 5:00 PM
horas:

CLOSED SATURDAY & SUNDAY (*Cerrado sábado y domingo*)

Roosevelt Community Clubhouse
Centro Social de Roosevelt
1408 CR 3300, Lubbock, TX 79403
Room:
Sala:

Dates: Tues. October 13 - Fri., October 30
Fechas: Martes, 13 de octubre – viernes, 30 de octubre, 2020
Times: 8:00 AM - 8:00 PM
horas:
EXCEPT Sunday, October 18 and 25
MENOS el domingo, 18 y 25 de octubre
10:00 AM - 6:00 PM

Shallowater Community Center
Centro Social de Shallowater
900 Avenue H, Shallowater, TX 79363
900 Avenida H
Room:
Sala:

Dates: Tues. October 13 - Fri., October 30
Fechas: Martes, 13 de octubre – viernes, 30 de octubre, 2020
Times: 8:00 AM - 8:00 PM
horas:
EXCEPT Sunday, October 18 and 25
MENOS el domingo, 18 y 25 de octubre
10:00 AM - 6:00 PM

Slaton ISD Administration Office

Oficina de administración de Slaton ISD

140 E Panhandle Ave, Slaton, TX 79364

140 calle Panhandle al Este

Room:

Sala:

Dates: Tues. October 13 - Fri., October 30

Fechas: Martes, 13 de octubre – viernes, 30 de octubre, 2020

Times: 8:00 AM - 8:00 PM

horas:

**EXCEPT Sunday, October 18 and 25
MENOS el domingo, 18 y 25 de octubre**

10:00 AM - 6:00 PM

Terra Vista Middle School

Escuela Secundaria Menor Terra Vista

1111 Upland Ave , Lubbock, TX 79409

1111 avenida Upland

Room: Library

Sala: biblioteca

Dates: Tues. October 13 - Fri., October 30

Fechas: Martes, 13 de octubre – viernes, 30 de octubre, 2020

Times: 8:00 AM - 5:00 PM

horas:

CLOSED SATURDAY & SUNDAY (*Cerrado sábado y domingo*)

Texas Tech University Student Recreation Center

Universidad de Texas Tech Centro de Recreación para Estudiantes

Texas Tech Campus

Campus de Texas Tech

Hartford Ave & Main Street, Lubbock, TX 79409

Calles avenida Hartford y calle Main

Room:

Sala:

Dates: Tues. October 13 - Fri., October 30

Fechas: Martes, 13 de octubre – viernes, 30 de octubre, 2020

Times: 8:00 AM - 8:00 PM

horas:

**EXCEPT Sunday, October 18 and 25
MENOS el domingo, 18 y 25 de octubre**

10:00 AM - 6:00 PM

(Southland ISD Voters Only)

Southland ISD Admin

Oficina de Administración de Southland ISD

190 8th Street, Southland, TX 79364

190 calle 8

Room:

Sala:

Dates: Tues. October 13 - Fri., October 30

Fecha: Martes, 13 de octubre – viernes, 30 de octubre, 2020

Hours: 8:00 AM - 5:00 PM

Horas:

CLOSED SATURDAY & SUNDAY (*Cerrado sábado y domingo*)



Regular City Council Meeting

7. 21.

Meeting Date: 08/11/2020

Information

Agenda Item

Resolution - City Secretary: Consider a resolution adopting a voting system for use in any one or more elections ordered by the City of Lubbock, at all Early Voting and Election Day polling locations in Lubbock County.

Item Summary

The City of Lubbock contracts with Lubbock County to conduct its elections. Lubbock County Office of Elections will utilize the Hart Intercivic Verity Voting 2.4 system. This system has been certified by both the Texas Secretary of State and the United States Election Assistance Commission.

Fiscal Impact

\$250,000 (approximately) will be appropriated in the FY 2020-21 Operating Budget for general, runoff, and any special elections to be held at the November 3, 2020 uniform election date.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Resolution - Voting Equipment

RESOLUTION

WHEREAS, the City of Lubbock contracts with the County of Lubbock to conduct its elections.

WHEREAS, Lubbock County Office of Elections will utilize the Hart Intercivic Verity Voting 2.4 system to conduct elections on behalf of the City of Lubbock; and

WHEREAS, the Hart Intercivic Verity Voting 2.4 system has been certified by both the Texas Secretary of State and the United States Election Assistance Commission; NOW, THEREFORE:

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

THAT the City of Lubbock, the body responsible for contracting to have elections conducted on behalf of the City of Lubbock ADOPTS the Hart Intercivic Verity Voting System 2.4 for use in elections in Lubbock County; and

THAT the City of Lubbock adopts the Hart Intercivic Verity Voting System 2.4 to be used at all early voting and election-day polling locations in Lubbock County.

Passed by the City Council on the ____ day of _____, 2020.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Rebecca Garza, City Secretary

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney



Regular City Council Meeting

7. 22.

Meeting Date: 08/11/2020

Information

Agenda Item

Resolution - City Secretary: Consider a resolution authorizing the City Secretary to transfer certain permanent videotape records to the Texas State Library and Archives Commission, for permanent retention at the Southwest Collection, Texas Tech University, to house, maintain and preserve as a Regional Historical Resource Depository; and to transfer certain non-permanent videotape records and related video equipment directly to the Southwest Collection at Texas Tech University.

Item Summary

This is a project to transfer certain video tapes of old city broadcasts, council meetings, and other videotapes of permanent value, to the Texas State Library and Archives Commission (TSLAC), with physical custody of the records placed with the Southwest Collections-Special Collections Library at Texas Tech University. Texas Tech has an agreement with TSLAC to serve as a Regional Historical Resource Depository, and will accept physical custody of local government records and provide for their proper maintenance, preservation and access.

The transfer of the permanent video tapes to the Southwest Collection, has been approved by the Texas State Library & Archives Commission. The remaining videotapes, of non-permanent value will be accessioned directly into the Southwest Collection, as Dr. Monte Monroe (Archivist Southwest Collection Texas Tech University) determined they have local historical value. Related video equipment, that the city no longer uses, will also be transferred directly to the Southwest Collection.

The Office of the City Secretary and the Communications and Marketing Department recommend approval.

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Resolution - Records to TTU SW Collection

Exhibits A, B, and C

Correspondence

RESOLUTION

WHEREAS, it is the opinion of the City Council that the best interests of the citizens of the City of Lubbock would be served by providing for permanent retention of the records of the City of Lubbock, namely certain videotapes of old city broadcasts and council meetings, and related video equipment by the Texas State Library and Archives Commission utilizing the facilities of the Southwest Collection Library at Texas Tech University to house, maintain and preserve the records and equipment as a Regional Historical Resource Depository; and

WHEREAS, the Texas State Library and Archives Commission and the Southwest Collection at Texas Tech University have agreed to receive, house and maintain certain City of Lubbock records permanently, an inventory of which is attached hereto as Exhibit "A"; and

WHEREAS, records inventoried as Exhibit "B" and video equipment inventoried as Exhibit "C" will be directly transferred to Texas Tech Southwest Collection; and

WHEREAS, the City Council desires to have said records and equipment transferred to the Texas State Library and Archives Commission to be maintained permanently as part of the Southwest Collection Library at Texas Tech University; NOW THEREFORE:

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

THAT the City Secretary of the City of Lubbock is hereby authorized and directed to transfer certain videotape records and related video equipment of the City of Lubbock to the Texas State Library-Archives & Information Services Commission for permanent retention at Texas Tech University as part of the Southwest Collection in accordance with state law, and take all necessary actions to effectuate said transfer.

Passed by the City Council this _____ day of _____ 2020.

DANIEL M. POPE, MAYOR

ATTEST:

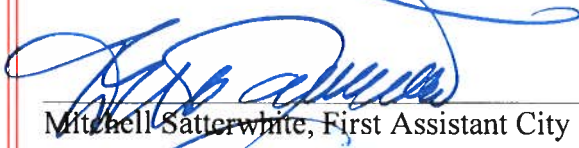
Becky Garza, City Secretary

APPROVED AS TO CONTENT:



Becky Garza, Records Management Officer

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

ccdocs/Retention of Videotapes of old City broadcasts and council meetings
July 26, 2020

Exhibit A
Transfer of Video Tapes to the Southwest Collection at Texas Tech University
(Approved by the Texas State Archives and Library Commission)
August 11, 2020

BOX	TAPE	DESCRIPTION	RETENTION	DATE(S)
Box 1	1	I-27 Summit	Perm	7/17/1998
	2	An American Tribute 9-11	Perm	
	3	Lubbock Vet Memorial	Perm	12/7/2003
	4	File Tape 102	Perm	
Box 2	1 thru 15	Daybreak	Perm	5/96- 12/97
	16	Neighborhood Speed Watch	Perm	4/9/1997
	17	City Magazine	Perm	
Box 3	1 thru 3	File Tapes	Perm	2000- 2001
	4 thru 5	Bob Cass Tape 2	Perm	1/17/2002
	6	Grub Program Food Bank	Perm	
	7	911 Wireless Location	Perm	
	8	Southland	Perm	12/12/1999
	9 thru 10	4th and Broadway	Perm	1991
	11	Grub Program Food Bank	Perm	
	12	911 Wireless Location	Perm	
	13	Southland	Perm	12/12/1999
	14	Tommy Gonzalez Library	Perm	6-Oct
	15	Lubbock City Film	Perm	1989
	16	Get Involved Board Members	Perm	
	17	Cass Citizens University	Perm	
	18	Community Wide Thanksgiving	Perm	
	19	City Magazine: Santa Land	Perm	12/12/1992
	20	BCD Reel #41	Perm	
	21	Safety City Cover Summer Jam	Perm	9/18/1993
	22	St. Mary's Hospital	Perm	5/23/1994
	23	Daybreak Packages	Perm	2/20/1996
	24	911 Wireless Location	Perm	
25	Southland	Perm	12/12/1999	
Box 4	1 thru 29	Daybreak	Perm	1996- 1997
	30	Garage Sales	Perm	7/17/1997
	31	Civic Center 20th Anniversary	Perm	4/15/1997
	32	Groves Library	Perm	10/22/1996
	33	Loop Accidents	Perm	10/7/1997
	34	Prefix PSA	Perm	26-Aug
Box 5	1	9/11 Ceremony	Perm	
	2	Code Enforcement	Perm	3/23/2005
	3	Time Capsule	Perm	2/7/2004
	4	Parks Routes	Perm	10-Nov
	5	Jr Ambassadors	Perm	7/25/2007
	6	Snow/ Marsha Sharp	Perm	2/29/2008
	7	Coliseum Cover/ Garden Show	Perm	2/28/2008
	8	Lubbock W Little League	Perm	

Exhibit A
Transfer of Video Tapes to the Southwest Collection at Texas Tech University
(Approved by the Texas State Archives and Library Commission)
August 11, 2020

BOX	TAPE	DESCRIPTION	RETENTION	DATE(S)
Box 5 cont.	9	Santa Land Set Up	Perm	11/15/2007
	10	Clapp Pool/ Traffic Cams	Perm	6/29/1905
	11	Buddy Holly Center	Perm	
	12	Animal Shelter	Perm	
	13	Snow/ Flu Shots	Perm	
	14	Lubbock Cemetary	Perm	
	15	Opening Prairie Dog Town	Perm	
	16	Kingsgate Horses	Perm	3/14/2003
	17	Guadalupe Center	Perm	12/12/2005
	18	Jack Strong	Perm	2/29/2008
	19	Get Involved	Perm	5-May
	20	I am Fishing	Perm	
	21	Veterans with Horses	Perm	
	22	Price Town Hall	Perm	5/2/2005
	23	Heart of Lubbock	Perm	7/25/2005
	24	Jr Ambassadors	Perm	7/25/2005
	25	AM Eagle	Perm	
	26	LPD Memorial	Perm	
	27	Health Lubbock	Perm	6/4/2005
	28	Codes/ Signs	Perm	
	29	Ceremony 9/11	Perm	9/11/2003
	30	House Painting	Perm	
	31	Miller promo	Perm	
	32	Fed Ex Donations	Perm	
	33	Code Enforcement	Perm	3/23/2005
	34	Santa Land Set up	Perm	11/15/2002
	35	Clapp Pool Cameras	Perm	7-Aug
	36	Lubbock Western Little League	Perm	
	37	Snow/ Marsha Sharp	Perm	2/29/2008
	38	Garden Show/ Lubbock Booth	Perm	
	39	Grand Reopening Prairie Dog Town	Perm	
	40	Solid Waste Street Stripping	Perm	
	41	Civic Center Flu Shot	Perm	2006
	42	Buddy Holly Center	Perm	11-Feb
	43	Christmas ID	Perm	2011
	44	LIA Hurricane Rita	Perm	22-Sep
	45	Park Meadow	Perm	9/12/2005
	46	Hurricane Katrina	Perm	9/3/2005
	47	Demolition IT Building	Perm	
	48	Vector 9-07	Perm	7-Sep
	49	Mounted Patrols	Perm	
	50	Overton Hotel	Perm	9-Jun

Exhibit A
Transfer of Video Tapes to the Southwest Collection at Texas Tech University
(Approved by the Texas State Archives and Library Commission)
August 11, 2020

BOX	TAPE	DESCRIPTION	RETENTION	DATE(S)
Box 5 cont.	51	Press Conference	Perm	9/22/2005
	53 thru 54	Hansen Presents	Perm	
Box 6	1 thru 3	Buddy Holly Festival 1-3	Perm	
	4 thru 5	Buddy Holly Interview	Perm	
	6 thru 14	Holly Interview	Perm	
	15	Buddy Holly Video Footage	Perm	
	16 thru 19	Silent Wings Museum	Perm	
	20	Not fade Away trailer	Perm	
	21 thru 22	Maria Elena Holly Interview	Perm	2001
Box 7	1 thru 47	City Magazine	Perm	
Box 8	1 thru 12	City Magazine	Perm	
Box 9	1 thru 14	City Magazine	Perm	1998- 2001
Box 10	1 thru 31	City Magazine	Perm	
Box 11	1 thru 41	City Magazine	Perm	1992- 1995
Box 12	1 thru 18	City Magazine	Perm	6/18/1905
Box 13	1 thru 15	City Magazine	Perm	12/9/1997
Box 14	1	Memo	Perm	
	2 thru 41	City Magazine	Perm	1998
Box 15	1 thru 27	City Magazine	Perm	1997
Box 16	1 thru 23	City Magazine	Perm	1998
Box 17	1 thru 30	City Magazine	Perm	1998
Box 18	1 thru 16	City Magazine	Perm	1998
Box 19	1 thru 22	City Magazine	Perm	1998
Box 20	1 thru 10	City Magazine	Perm	1999
Box 21	1 thru 30	City Magazine	Perm	2000
Box 22	1 thru 9	City Magazine	Perm	2000- 2001
Box 23	1 thru 43	City Magazine	Perm	2001
Box 24	1 thru 21	City Magazine	Perm	
	22	Dept Housing and Urban Dev		2001- 2002
Box 25	1 thru 34	City Magazine	Perm	2002
Box 26	1 thru 33	City Magazine	Perm	2003
Box 27	1 thru 28	City Magazine	Perm	
Box 28	1	Y2K Exercise	Perm	10/13/1998
	2	John Hindman Interview	Perm	Nov-99
	3	Forgery Training Video	Perm	4/29/1998
	4	Recruiting Video	Perm	3/1/1996
	5	Robyn Hall	Perm	
	6	Boards and Commission	Perm	9/8/1993
	7	Lake Alan Henry Dam Constuction	Perm	11/10/1992
	8	Running and Pushups	Perm	
	9	911 Demo	Perm	
	10	Reese	Perm	9/30/1997

Exhibit A
Transfer of Video Tapes to the Southwest Collection at Texas Tech University
(Approved by the Texas State Archives and Library Commission)
August 11, 2020

BOX	TAPE	DESCRIPTION	RETENTION	DATE(S)
Box 28 cont.	11	Tim Chambers	Perm	3/2/1999
	12	K-9	Perm	8/9/1995
	13	Anti-Crime News	GR1000-03e	7/1/1998
	14	Police Academy	Perm	9/3/1998
	15	Lights on Broadway	Perm	6/18/1905
	16	Vector Control	Perm	6/30/1997
	17	Red for a Reason	Perm	5/7/1996
	18	Aerials	Perm	4/21/1992
	19 thru 23	PSA's	Perm	
Box 29	1	Y2K (dub)	Perm	10/13/1998
	2	LCYC	Perm	2/14/1996
	3	Council Swear Ins	Perm	5/14/1998
	4	AAC Close/Video	Perm	
	5	Daybreak	Perm	9/30/1992
	6	HHW Press Conference	Perm	4/17/1999
	7	Market Garden	Perm	11-Aug
	8	Wilson Land	Perm	1/26/1999
	9	Daybreak	Perm	4/23/1996
	10	Massengale Station	Perm	26-Jan
	11	Budget	Perm	
	12	Walk of Fame	Perm	9/3/1998
	13	Jr Ambassador	Perm	
	14	Ribbon Cutting B&S diner	Perm	3/31/1998
	15	NW Water tank	Perm	
	16	Jr Ambassador	Perm	
	17	CD Week	Perm	4/7/1998
	18	port to plains	Perm	2002
	19	Joint Meeting	Perm	
	20	Cotton Kings Presentation	Perm	
21 thru 28	PSA's	Perm		
Box 30	1	Montelongo Pool Archives	Perm	
	2	Well City Program	Perm	
	3	In Service Intro	Perm	Jul-98
	4	Ch 7	Perm	8/8/1988
	5	Concert Caption	Perm	3/10/1999
	6	Inside City Hall	Perm	5/12/2003
	7	Bob Cass video Archive	Perm	4/22/2003
	8	Walk a Hound	Perm	6/23/2003
	9	Homes Being Built	Perm	1/14/2003
	10	Walk of Fame	Perm	8/28/2003
	11	Walk a Hound	Perm	6/23/2007
	12	TX House of Representatives	Perm	3/10/1999

Exhibit A
Transfer of Video Tapes to the Southwest Collection at Texas Tech University
(Approved by the Texas State Archives and Library Commission)
August 11, 2020

BOX	TAPE	DESCRIPTION	RETENTION	DATE(S)	
Box 30 cont.	13	Lubbock Chamber of Commerce	Perm		
	14	Tour Lubbock Japanese	Perm		
	15	City of Lubbock	Perm		
	16	City Magazine	Perm	2/27/1995	
	17	9-11 Flag Display	Perm		
	18	Water Usage PSA	Perm	7/17/1989	
	19	Sandhills/ Lake Meredith	Perm		
	20	Lake Alan Henry	Perm	29-Mar	
	21	Connie Gibons	Perm		
	22	LP&L Coliseum	Perm	1/11/1999	
	23	Police Beat	Perm	1996	
	24	Ch 7 First Shelve	Perm		
	25 thru 30	PSA's	Perm		
	31 thru 32	City of Lubbock Video	Perm	1994	
	Box 31	1	Parks and People	Perm	4/9/2006
		2	Year in Review	Perm	1999
		3	The Rumors are True	Perm	
		4	Advanced Tech Media Days	Perm	
		5	Budget Cover	Perm	1998
		6	LP&L Massengale	Perm	2/3/1999
		7	Melodrama	Perm	6/22/1989
		8	Budget	Perm	7/19/1999
		9	Extra Mile Award	Perm	6/18/1905
		10	Red for a Reason	Perm	
11		Council Swear Ins	Perm	6/16/1995	
12		PAW's Spots	Perm		
13 thru 20		PSA's	Perm		
Box 32	1	SAP Belton	Perm		
	2	SAP Brownfield/ Frenship	Perm		
	3	Tommy Gonzalez	Perm	2/27/2003	
	4	911 PSA	Perm		
	5	911 Second Count	Perm		
	6	Legislative Video	Perm		
	7	City of Lubbock	Perm		
8 thru 12	PSA's	Perm			
Box 33	1	Y2K Chill	Perm		
	2	Helicopter	Perm	7/19/1991	
	3	TJ on Horseback	Perm	10-Jun	
	4	Arboretum	Perm	11/9/1999	
	5	Estacado Police Explorer	Perm	3/2/1999	
	6	PLO Beet	Perm		
	7	Service Pin Ceremony	Perm	11/11/1999	

Exhibit A
Transfer of Video Tapes to the Southwest Collection at Texas Tech University
(Approved by the Texas State Archives and Library Commission)
August 11, 2020

BOX	TAPE	DESCRIPTION	RETENTION	DATE(S)	
Box 33 cont.	8	Lubbock: The City That Shouldn't Be	Perm		
	9	All America Competition	Perm	1996	
	10	Project Impact	Perm		
	11	Parks Meeting	Perm	4/10/2001	
	12	FEMA	Perm	9/6/2000	
	13	City Magazine	Perm	3/20/2001	
	14	OKC Chief	Perm	2/9/1996	
	15	Appointment Advisory Board	Perm	7/29/1998	
	16	Metropost 94 Recall	Perm	6/16/1905	
	17	Rough Intro	Perm	6/19/1997	
	18	EOC	Perm	11/21/1995	
	19	Walk of Fame	Perm	6/16/1994	
	20 thru 27	Smoking Ord Committee	Perm		
	28 thru 29	Lake Alan Henry	Perm		
	30 thru 32	PSA's	Perm		
	Box 34	1	16 mm Transfer Tornado	Perm	
		2	Port 2 Plains	Perm	10/29/1999
		3	Viva Atzlan Festival	Perm	3/27/1998
		4	Parks and Rec	Perm	
5		Lubbock Flood Aerial	Perm	6/22/1999	
6		Lubbock Video	Perm	6/22/1999	
7		Lubbock County Centennial	Perm		
8		TTU Student Association	Perm	2001	
9		State of the City	Perm	1/20/1999	
10		All American City Competition	Perm	1996	
11		Max Ince Luncheon	Perm	4/27/2000	
12		Handgun Training	Perm	9/22/1998	
13		Redistricting Meeting TX Senate	Perm	8/25/2000	
14		Christi and Jim	Perm		
15		Press Conference	Perm	12-Sep	
16		Redisrtricting Committee	Perm	9/6/2001	
17		Day of Morning Walker Announceme	Perm	9/13/2001	
18		Police Chief Walker	Perm	9/13/2001	
19		Presentation Training	Perm	12/17/1998	
20	Securing our Future	Perm			
21	Park Food Bank	Perm	11/14/2000		
22	Globe House	Perm	11/14/2000		
23	MKT Lubbock	Perm	4/1/1999		
24	Bioterrorism	Perm	17-Apr		
25	For the Cure	Perm			
26	Komen Lunch	Perm			
27 thru 35	PSA	Perm			

Exhibit A
Transfer of Video Tapes to the Southwest Collection at Texas Tech University
(Approved by the Texas State Archives and Library Commission)
August 11, 2020

BOX	TAPE	DESCRIPTION	RETENTION	DATE(S)
Box 34 cont.	36 thru 37	Lubbock City Smoking Ordinance	Perm	
	38 thru 41	Bob Knight	Perm	28-Jul
	42 thru 43	TX DOT Breakfast	Perm	
Box 35	1	Ch 7 Edited	Perm	5/4/1988
	2	3 News Stories	Perm	13-May
	3	Produce for the Plains	Perm	11/6/1998
	4	Port to Plains	Perm	9/11/1998
	5	Gov. Roast	Perm	4/6/2011
	6	Windpower Museum	Perm	12/16/1998
	7	Radar Trailer	Perm	5/6/1999
	8	Extra Mile Award	Perm	12/16/1999
	9	New Years Activation	Perm	12/30/1999
	10	Cotton Kings Season Opener	Perm	10/14/1999
	11	Dept Reorganization	Perm	4/27/1999
	12	Bomber Hill	Perm	3/19/1999
	13	All American Competition	Perm	6/13/1996
	14	Lubbock Business Expo	Perm	5/13/1999
	15	Fire Station Groundbreaking	Perm	10/7/1998
	16	Windmill Installed	Perm	
	17	Ranching Heritage Center	Perm	12/11/1992
	18	Mayor Award Speech	Perm	5/12/1999
	19 thru 21	PSA's	Perm	
Box 36	1	TX Farm Bureau Dub	Perm	
	2	Alex Project Impact	Perm	5/11/2000
	3	Walk of Fame	Perm	4/17/1998
	4	Arbor Day	Perm	4/28/2000
	5	Newscast	Perm	9/30/1998
	6	4th Corps	Perm	
	7	Legislative Appreciation	Perm	10/14/1998
	8	TML Dallas	Perm	11/17/1999
	9	TML	Perm	10/29/2000
	10	Montford Chill	Perm	3/22/2000
	11	Gaithsburg	Perm	4/30/1999
	12	Port to Plains	Perm	
13	Komen	Perm		
14	Fair Interviews	Perm		
15	Auction 1998	Perm	1998	
16	Law Seminar	Perm		
17	TTU Research Center	Perm		
18	TML Awards	Perm	11/17/1998	
19	Montgomery County	Perm		
20	Nothing But the Best Series	Perm	Mar-00	

Exhibit A
Transfer of Video Tapes to the Southwest Collection at Texas Tech University
(Approved by the Texas State Archives and Library Commission)
August 11, 2020

BOX	TAPE	DESCRIPTION	RETENTION	DATE(S)	
Box 36 cont.	21	Select a Seat PSA	Perm		
	22	Nothing But the Best Series	Perm		
	23	Mayors Roast	Perm		
	24	Mt. Gilead	Perm	4/11/1997	
	25	Small Bus Loan Program	Perm		
	26	Interview	Perm	1/10/2000	
	27	Hampton News Coverage	Perm	10/11/1999	
	28	Newscast	Perm	4/20/1999	
	29	Sprinkler Westward Elem	Perm	11/29/2000	
	30	EENET	Perm	11/10/1999	
	31	Concrete Pouring	Perm	10/21/1999	
	32	Tiehn Tour dedication	Perm	12/4/1999	
	33	Sitton Roast	Perm		
	34	HRC Humanitarian	Perm	11/16/1998	
	35	Gardening Workshop	Perm		
	36	World News	Perm	10/1/1999	
	37	Millenium Com	Perm	2/18/2000	
		38 thru 42	Y2K	Perm	
	Box 37	1	Airport Video	Perm	4/28/1998
		2	City Magazine	Perm	11/18/1997
		3	KLB	Perm	4/30/1996
		4	LP&L Music	Perm	5/28/1996
		5	Countdown Leader	Perm	
		6	Continental Astrodome	Perm	
		7	Career Tech Center	Perm	
		8	Mayor CD	Perm	
		9	Komen Interview	Perm	9/23/1998
		10	Crickets	Perm	6/13/1998
		11	Robin Mosaic	Perm	
		12	Red Light TKT	Perm	
		13	Miranda Interview	Perm	3/31/1998
		14	News TJ	Perm	10/16/1998
		15	EOC	Perm	
		16	Edited Info	Perm	
		17	ILG	Perm	
		18	Micor Enterprise Loan Program	Perm	9/17/1998
		19	Lubbock Video	Perm	9/4/1998
20		Nelson	Perm	12/7/1998	
	21 thru 24	PSA's	Perm		
	25 thru 26	Lake Alan Henry	Perm		
	27 thru 28	Daybreak	Perm		
Box 38	1 thru 3	Budget Review	Perm	1994-1996	

Exhibit A
Transfer of Video Tapes to the Southwest Collection at Texas Tech University
(Approved by the Texas State Archives and Library Commission)
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BOX	TAPE	DESCRIPTION	RETENTION	DATE(S)
Box 38 cont.	4 thru 5	City Council Meeting	Perm	1998
	6 thru 12	City Council Regular Meeting	Perm	1998
	13 thru 19	City Magazine	Perm	1996-1998
	20 thru 31	City Council Worksession	Perm	1998
Box 39	1	Central Lubbock Master plan	Perm	
	2	Proposed Budget	Perm	2009-2010
	3	City Council CD	Perm	1/25/2007
	4	Katrina 4 cd's	Perm	2005
	5	Silent Wings Museum	Perm	2002
	6	Operating Budget	Perm	2008-2009
	7	Get Involved PSA	Perm	
	8	File Video Archives 5 DVD's	Perm	
	9 thru 11	Lake Alan Henry	Perm	2007
	12	Misc DVD's 37	Perm	2007
	13	City Mag DVD's 116	Perm	2007
	14 thru 15	Ransom Canyon Flood	Perm	9/12/2008
	Box 40	1	Evening Concert Broadway	Perm
2		Chamber of Commerce	Perm	6/13/1905
3		Pre-Budget Civic Center	Perm	No Date
4		Chamber Commerce	Perm	14-Sep
5		Year in Review	Perm	1/3/1997
6		City Council Townhall	Perm	11-Jul
7		Swear in's	Perm	5/14/1998
8		City Council Worksession	Perm	2002
9 thru 37		City Magazine	Perm	2001-2002
Box 41	1 thru 12	City Council Meeting/ Budget Rev	Perm	2001
	13	Citizen Comments	Perm	8/30/2001
	14	City Council Public Hearing	Perm	6/26/2001
	15 thru 16	City Council Worksession	Perm	2001
	17	Capital Project	Perm	8/9/2001
	18 thru 19	City Council Redistricting	Perm	2001
	20 thru 23	City Council Goals	Perm	2001
	24 thru 26	City Council	Perm	2001
Box 42	1 thru 8	Port 2 Plains	Perm	2003
Box 43	1	City Council Public Hearing	Perm	9/4/2003
	2	City Council Mins	Perm	7/24/2003
	3	City Budget	Perm	7/22/2003
	4	Revised Board	Perm	5/7/2003
	5 thru 6	City Council Meeting	Perm	2003
	7 thru 13	City Magazine	Perm	2003
	14 thru 29	Citizen Comments	Perm	2003
	30 thru 48	City Council Worksession	Perm	2003

Exhibit A
Transfer of Video Tapes to the Southwest Collection at Texas Tech University
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BOX	TAPE	DESCRIPTION	RETENTION	DATE(S)
Box 44	1	Bob Cass City Manager	Perm	
	2	Bruce Blalack Water Treatent MGR	Perm	
	3	Ken Walker Police Chief	Perm	
	4	Steve Hailey Fire Chief	Perm	
	5	Anita Burgess City Attorney	Perm	
	6	Doug Goodman Health	Perm	
	7	Mike Kemp Fire Marshall	Perm	
	8	Mark Earle Aviation Manager	Perm	
	9	Anna Mosqueda Management Servic	Perm	
	10	Jim Bertram Strategic Planning	Perm	
	11	Nancy Hickman Animal Services MGF	Perm	
	12	William Dettans Contact Admin	Perm	
	13	Mildred Cox Transportation Services	Perm	
	14	Jere Hart Traffic	Perm	
	15	Richard Burdine Ast City Mgr	Perm	
	16	Paul Thompson Electric Utilities	Perm	
	17	Mary Andrews HR	Perm	
	18	Randy Henson	Perm	
	19	Jeff Rippel Library Services	Perm	
	20	Betsy Bucy Finance Director	Perm	
	21	Judge Doty	Perm	
	22	Vance Kemler Solid Waste	Perm	
	23	Rhea Cooper Fire operations	Perm	
	24	Debra Forte Ast City Manager	Perm	
	25	Tammy Gonzalez Civil Services	Perm	
	26	Rusty Black Parks	Perm	
	27	Vicky Keys Civic Center	Perm	
	28	Kathie Darnell City Sec	Perm	
	29	Ken Olson Emergency Mgt	Perm	
	30	Tony Privett	Perm	
	31	In Pursuit of the Badge	Perm	
	32 thru 38	Dr. John Daily	Perm	
Box 45	1	Appointments Advisory Board	Perm	
	2	Deck Regular	Perm	5/23/2002
	3	City Council Hearing	Perm	6/26/2002
	4 thru 5	Goal Session	Perm	2002
	6 thru 7	City Council Regular	Perm	2002
	8 thru 11	Budget Session	Perm	2002
	12 thru 16	City Council Meeting	Perm	2002
	17 thru 22	City Council Comments	Perm	2002
	23 thru 28	City Council Worksession	Perm	2002
29 thru 36	City Council	Perm	2002	

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BOX	TAPE	DESCRIPTION	RETENTION	DATE(S)
Box 46	1	City Council Work Session	Perm	3/2/2000
	2 thru 12	City Council Meeting	Perm	1999-2000
	13 thru 24	Budget Review Meeting	Perm	1999-2000
	25 thru 29	City Magazine	Perm	1999-2000
Box 47	1	Executive Meeting	Perm	10/10/2002
	2	Joint meeting	Perm	8/20/2002
	3	Budget Presentation	Perm	2002
	4	City Council Meeting backup	Perm	2002
	5 thru 6	City Council Regular	Perm	2002
	7 thru 9	Citizen Comments	Perm	2002
	10 thru 14	Budget Session	Perm	2002
	15 thru 19	City Council Meeting	Perm	2002
	20 thru 26	City Council	Perm	2002
	27 thru 34	City Council Worksession	Perm	2002
Box 48	1	City Council	Perm	1/7/2004
	2	Special City Council	Perm	4/25/2005
	3	Council Budget Review	Perm	
	4	City Council 2	Perm	
	5	Council Goals Session	Perm	5/25/2001
	6	City Council	Perm	3/7/2005
	7	Special City Council Raw	Perm	
	8	City Council Backup	Perm	
	9	Jan Blaylock 1996-1997	Perm	
	10 thru 11	City Council Raw	Perm	
	12 thru 13	City Council Meeting	Perm	
	14 thru 16	City Council Town Hall	Perm	
	17 thru 25	Citizen Comments	Perm	2004
	26 thru 50	City MGR Bob Cass Pre Budget	Perm	
Box 49	1	Training for Profit	Perm	
	2	Fitness Challenge	Perm	
	3	McDonalds Corp	Perm	
	4	W. Texas Pow Wow	Perm	
	5	Hazmat Exercise	Perm	
	6	Quest News Conference	Perm	
	7	QE2 News	Perm	
	8	Y2K Short	Perm	
	9	HAD Tracy England	Perm	
	10	Tornado Footage	Perm	
	11	Chamber Video- Traffic Commission	Perm	
	12	Cox Cable Change	Perm	
	13	Keep Texas Moving	Perm	
	14	KMAC Women Protective Service	Perm	

Exhibit A
Transfer of Video Tapes to the Southwest Collection at Texas Tech University
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BOX	TAPE	DESCRIPTION	RETENTION	DATE(S)
Box 49 cont.	15	Body by Sheldon	Perm	
	16	Reese Center	Perm	
	17	Baseball Training	Perm	
	18	SPUR Accident KMAC	Perm	
	19	Gaithersburg	Perm	
	20	911 PSA	Perm	
	21 thru 22	Komen Race	Perm	
Box 50	1 thru 11	Su Ciudad Open/ Close	Perm	
Box 51	1	City Magazine/ Lights on Broadway	Perm	
	2	PSA WX Vid	Perm	
	3	Pitbulls and Horses	Perm	
	4	Legendary Lubbock	Perm	
	5	SAFE Project impact	Perm	
	6 thru 37	PSA's	Perm	2001-2003
Box 52	1 thru 12	Su Ciudad Background	Perm	1997-2002
Box 53	1	City Magazine/ Lights on Broadway	Perm	
	2	Anthrax/Biological Response Training	Perm	
	3	Pitbulls and Horses	Perm	
	4	Legendary Lubbock	Perm	
	5	SAFE Project impact	Perm	2/27/2002
	6 thru 37	PSA's	Perm	1991-2003
Box 54	1	Illegal Dumping	Perm	
	2	Floyd Price	Perm	5/31/2001
	3	Halt Aggressive Driving Conference	Perm	
	4	LP&L Council	Perm	
	5	Kings Park Melonie Park South Meet	Perm	
	6	NCL @ Hunt Elementary	Perm	
	7	News Release	Perm	
	8	LP&L Repair Generator	Perm	
	9	Lubbock Promo TCMA Conference	Perm	2000
	10	Council Orientation 1992	Perm	
	11	Budget Review	Perm	9/8/2006
	12	Floating Traffic signals/ Citizen Traffic	Perm	
	13	Water Utilities	Perm	12/17/2002
	14	Contract Management	Perm	
	15	CD Caper	Perm	9/8/2006
	16	S. Lubbock Drainage Public meeting	Perm	5/29/2003
	17	Festival Carl Branch	Perm	6/25/2001
	18	FEMA- Emmitsburg	Perm	
	19	Transportation Advisory, Parks Board	Perm	1996
	20	Hampton Stories Ch 11,13, 28	Perm	
	21	Jr Ambassadors	Perm	2002

Exhibit A
Transfer of Video Tapes to the Southwest Collection at Texas Tech University
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August 11, 2020

BOX	TAPE	DESCRIPTION	RETENTION	DATE(S)
Box 54 cont.	22	Peter Pan- Mayor Sitton	Perm	4/1/2003
	23	Y2K Hour Kit	Perm	6/23/1905
	24 thru 28	PSA's	Perm	
	29 thru 34	City Council Review	Perm	
Box 55	1	Illegal Dumping	Perm	5/10/2002
	2	Sen. Duncan Senate Floor	Perm	2001
	3	Floyd Price	Perm	2002
	4	Halt Aggressive Driving Conference	Perm	
	5	LP&L Council	Perm	1/9/2002
	6	Kings and Melonie Park South Meeti	Perm	2002
	7	NCL @ Hunt Elementary	Perm	
	8	News Release	Perm	12/4/1998
	9	LP&L Repair Generator	Perm	
	10	Lubbock Promo Vid TCMA Conferenc	Perm	2/27/2002
	11	Council Orientation 1992	Perm	3/7/2003
	12	KLBK LP&L	Perm	
	13	Budget Review	Perm	5/31/2001
	14	Floating Traffic Signals	Perm	
	15	Water Utilities	Perm	
	16	Contract Management	Perm	
	17	CD Caper	Perm	
	18	S. Lubbock Drainage Public Meeting	Perm	
	19	Festival Carl Branch	Perm	
	20	FEMA- Emmitsburg	Perm	
	21	Project Help PSA	Perm	
	22	Transportation Advisory/ Park Board	Perm	
	23	Hampton Stories Ch 11,13, 28	Perm	
	24	Jr Ambassadors	Perm	2000
	25	Peter Pan- Mayor Sitton	Perm	9/10/2002
	26	Y2K Hour Kit (copy)	Perm	
27 thru 29	PSA's	Perm	Var	
30 thru 35	City Council Review	Perm	1991-2000	

Exhibit B
Transfer of Non-Permanent Tapes to the Southwest Collection at Texas Tech University
August 11, 2020

BOX	TAPE	DESCRIPTION	GR SCHEDULE	RETENTION	DATE(S)
Box 1	1	KLBK LP&L	GR1000-37	AV	
	2	VH1 behind the Music	GR1000-37	AV	
	3	Not Fade Away Buddy Holly	GR1000-37	AV	
	4	Senate resolution	GR1000-37	AV	
	5	Ch 33 Winston-Salem NC	GR1000-37	AV	
	6	VH1 behind the Music	GR1000-37	AV	
	7	Ch 13 Hampton Vehicle Search	GR1000-37	AV	
	8	Ch 11 Johnnie Cochran	GR1000-37	AV	
	9	Ken Walker news	GR1000-37	AV	
	10	Ty Cooke News Conference	GR1000-37	AV	
	11	City Denton TX	GR1000-37	AV	
	12	United Way	GR1000-37	AV	
	13	City of Glendale	GR1000-37	AV	
	14	60 min Y2K	GR1000-37	AV	
	15	City Colorado Springs	GR1000-37	AV	
	16	Fox 34 911	GR1000-37	AV	
	17	ABC 28 911	GR1000-37	AV	
	18	Ch 11	GR1000-37	AV	
	19	Ch 11	GR1000-37	AV	
	20	Ch 11	GR1000-37	AV	
	21	Ch 11	GR1000-37	AV	
	22	Ch 11	GR1000-37	AV	
	23	Ch 11	GR1000-37	AV	
	24	Today Show	GR1000-37	AV	
	25	Today Show	GR1000-37	AV	
	26	NBC Ch 11	GR1000-37	AV	
	27	NBC Ch 11	GR1000-37	AV	
	28	Dateline NBC	GR1000-37	AV	
	29	WWF Raw Footage	GR1000-37	AV	
	30	Fox 34 Halt Aggressive Driving	GR1000-37	AV	
	31	Fox 34 City of Lubbock	GR1000-37	AV	
	32	Fox 34 Chamber of Commerce	GR1000-37	AV	
	33	Cass Soundbites Ch 11	GR1000-37	AV	
	34	Flight of the Canadian Ch 7	GR1000-37	AV	
	35	Ch 11 Household	GR1000-37	AV	
	36	Ch 11 Michael Grossie	GR1000-37	AV	
	37	Ch 11 Lauren Redmen	GR1000-37	AV	
	38	Ch 22 Interview	GR1000-37	AV	
	39	NBC News	GR1000-37	AV	
	40	Sen. Duncan Senate Floor	GR1000-37	AV	
	41	Camera Project Shara	GR1000-37	AV	
	42	Camera Project Jim	GR1000-37	AV	
	43	Hot Drill HSC	GR1000-37	AV	

Exhibit B
Transfer of Non-Permanent Tapes to the Southwest Collection at Texas Tech University
August 11, 2020

BOX	TAPE	DESCRIPTION	GR SCHEDULE	RETENTION	DATE(S)
Box 1 cont.	44	Vet View and News	GR1000-37	AV	3/30/1999
	45	National Alert	GR1000-37	AV	5/11/2000
	46	Eco Development Summit	GR1000-37	AV	5/11/2000
	47	Don Juan Fashion Opening	GR1000-37	AV	11/17/1995
	48	Complete Count Luncheon	GR1000-37	AV	6-Sep
	49	Council Retreat	GR1000-37	AV	
Box 2	1	Y2K #1 ABC	GR1000-37	AV	
	2	Y2K #2 ABC	GR1000-37	AV	
	3	Methodist Line360	GR1000-37	AV	
	4	Storm Watch	GR1000-37	AV	
	5	Chyron CODI Demonstration	GR1000-37	AV	
	6	TX Dept Transportation NAFTA	GR1000-37	AV	
	7	City Council Orientation	GR1000-37	AV	
	8	Copy Jr Ambassador Program	GR1000-37	AV	
	9	Dust Storm Rita (copy)	GR1000-37	AV	
	10	Role of Advisory Boards	GR1000-37	AV	
	11	60 minutes	GR1000-37	AV	
	12	City of Lubbock	GR1000-37	AV	
	13	Port 2 Plains	GR1000-37	AV	
	14	Port 2 Plains	GR1000-37	AV	
	15	State Bar of TX	GR1000-37	AV	
	16	Military History Reese AFB 41-45	GR1000-37	AV	
	17	20/20 local coverage	GR1000-37	AV	
	18	World News Y2K	GR1000-37	AV	
	19	FEMA Y2K	GR1000-37	AV	
	20	Newscast Y2K Drill	GR1000-37	AV	
	21	CSPAN	GR1000-37	AV	
	22	Drug Funds	GR1000-37	AV	
	23	Lubbock Promotion	GR1000-37	AV	
	24	Texas Transportation Meeting	GR1000-37	AV	
	25	Port 2 Plains	GR1000-37	AV	
	26	San Angelo Visitors Bureau	GR1000-37	AV	
	27	United Way	GR1000-37	AV	
	28	Jr Ambassadors Farwell Party	GR1000-37	AV	
	29	Amarillo Step into real TX	GR1000-37	AV	
	30	Amarillo Step into real TX	GR1000-37	AV	
	31	A&E American Highways	GR1000-37	AV	
	32	Track and Field	GR1000-37	AV	
	33	S. Africa Visitor	GR1000-37	AV	
	34	20/20 story	GR1000-37	AV	
	35	Legislators Luncheon	GR1000-37	AV	
	36	Y2K Exercise Bob Cass	GR1000-37	AV	
	37	Erin Ashley Water Essay	GR1000-37	AV	

Exhibit B
Transfer of Non-Permanent Tapes to the Southwest Collection at Texas Tech University
August 11, 2020

BOX	TAPE	DESCRIPTION	GR SCHEDULE	RETENTION	DATE(S)
Box 2 cont.	38	Tornado Video Classics	GR1000-37	AV	
	39	Ch 11 for kids	GR1000-37	AV	
	40	TFB Lubbock Promo	GR1000-37	AV	
	41	Lubbock Shine a Little Light	GR1000-37	AV	
	42	American Balloon Program	GR1000-37	AV	
Box 3	1	Dallas Tour	GR1000-37	AV	
	2	Civic Center Annual Report	GR1000-37	AV	
	3	City of Lubbock	GR1000-37	AV	
	4	Lake Alan Henry Ch 11	GR1000-37	AV	
	5	Water Project Video	GR1000-37	AV	
	6	LCVB Spots	GR1000-37	AV	
	7	Daybreak #54	GR1000-37	AV	
	8	Forgery Hot Checks	GR1000-37	AV	
	9	Photo Op TJ	GR1000-37	AV	
	10	City of Lubbock Twister	GR1000-37	AV	
	11	Extra Mile	GR1000-37	AV	
	12	Bob Cass	GR1000-37	AV	
	13	Y2K Media	GR1000-37	AV	
	14	CNN Sludge	GR1000-37	AV	
	15	Die Llano Estacado (german)	GR1000-37	AV	
	16	Water Main Break	GR1000-37	AV	
	17	Committee for Women at Council	GR1000-37	AV	
	18	Power of Vision	GR1000-37	AV	
	19	Distracted Drivers	GR1000-37	AV	
	20	DC-3 Flight	GR1000-37	AV	
	21	Michael DeLaRosa Shooting	GR1000-37	AV	
	22	CH 28 News	GR1000-37	AV	
	23	Mon 10-29-01 Newscast	GR1000-37	AV	
	24	KTXT Ch 5 Programming	GR1000-37	AV	
	25	Pedestrian Signals	GR1000-37	AV	
	26	Gov Committee people W Disabilities	GR1000-37	AV	
	27	Youth Commission	GR1000-37	AV	
	28	Gov Committee	GR1000-37	AV	
	29	Video Tour Lubbock (Japanese)	GR1000-37	AV	
	30	City of Lubbock Video	GR1000-37	AV	
	31	Domestic Violence PSA	GR1000-37	AV	
	32	Lights for Life PSA	GR1000-37	AV	
	33	Walk of Fame PSA	GR1000-37	AV	
	34	Smith Preston- Council	GR1000-37	AV	
	35	Mikel Ward- Council	GR1000-37	AV	
	36	Duran Story	GR1000-37	AV	

Retention "AV" means Administrative Value.

Exhibit C
Transfer of Video Equipment Directly to the Southwest Collection at Texas Tech University
August 11, 2020

EQUIPMENT	SERIAL NUMBER
Sony Betacam UVW-1600	16615
Sony Betacam UVW-1600	16538
Sony Betacam UVW-1800	38111
Sony Betacam UVW-1800	38275
JVC VCR BR-S800U	16317283
Pioneer DVD Recorder PVR-LX1	GANN101167CC
Sony Trinitron Monitor PVM-14N5U	SH6001499
Marshall 3" TriMonitors V-R43P	8761307595
Quad 4" Marshall Monitors	6619307187
Dual 8" Marshall Monitors	7276610116
15" Marshall Monitor V-R151DP-AFSD	8509511232
15" Marshall Monitor V-R151DP-AFSD	7512811232
Dual MarshallMonitors 8"	7276410116
Trinitron Sony Monitor PVM-14N5U	6200765
Trinitron Sony Monitor PVM-14N5U	6017712
JVC Video Recorder Pro Series SR-DVM700U	161C0020
Sony Trinitron Screen PVM-9L2	2018390
Denon Precision Double Cassette Tape DN-770R	8077610396
Sony DVCam DSR-1500A	151012
Sony DVCam DSR-1500A	103457
Dual 8" Marshall Monitors	72761-10116
Dual 8" Marshall Monitors	72757-10116
Dual 8" Marshall Monitors	72758-10116
Dual 8" Marshall Monitors	72756-10116
18" Marshall Screen V-R151DP-AFSD	751215-11232
Sony Trinitron Monitor PVM-14N5U	6200689
Triple 4" Marshall Monitor VR53P-SD1	07496-06197
Yamaha Audio Mixer MG12/4	VCCMO01239
Toshiba DVD Video DR430KC	c37g-3217-4u63-00



June 26, 2020

Becky Garza
City Secretary
1314 Avenue K, 10th Floor
PO Box 2000
Lubbock TX 79457

Dear Ms. Garza:

I am writing in response to the City of Lubbock's request of June 25 to approve the transfer of video tapes of old city broadcasts and council meetings to the Southwest Collection at Texas Tech University, a Regional Historical Resource Depository (RHRD) of the Texas State Library and Archives Commission (TSLAC).

Laura Saegert, Assistant Director for Archives, and Eric Chasco, Lubbock Records Manager have determined that not all of the video tapes have permanent value under the RHRD guidelines, thus the entire collection cannot be transferred to the RHRD. Dr. Monte Monroe, Director of the Southwest Collection, has worked with Mr. Chasco to segregate the video tapes so only those with permanent value under the city's retention schedule would be transferred to the Southwest Collection's RHRD holdings. The remaining video tapes will be accessioned directly into the Southwest Collection, as Dr. Monroe has determined they have local historical research value.

The transfer of the permanent video tapes to the RHRD at Texas Tech University is approved. Please note that your office will be responsible for arranging all transportation required. Dr. Monroe will need to send a copy of the signed accession agreement to me.

Please do not hesitate to contact me at 512-463-5467 or Laura Saegert at 512-463-5500 if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Jelain Chubb".

Jelain Chubb
State Archivist and Director
Archives and Information Services Division and

Lorenzo de Zavala
State Archives and
Library Building

1201 Brazos Street
Austin, Texas
78701

P.O. Box 12927
Austin, Texas
78711-2927

www.tsl.texas.gov

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Martha Wong

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David C. Garza
F. Lynwood Givens
Larry G. Holt
Arthur T. Mann
Bradley S. Tegeler
Darryl Tocker

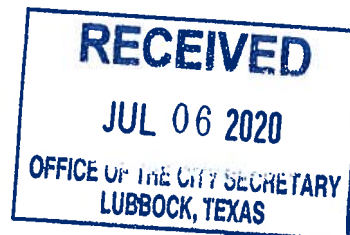
Director and Librarian
Mark Smith

Assistant State Librarian
Gloria Meraz

Cc: Eric Chasco, City of Lubbock
Dr. Monte Monroe, Southwest Collection
Laura Saegert, TSLAC

TSLAC

*Preserving yesterday
Informing today
Inspiring tomorrow*





March 16, 2020

P.O. Box 2000 • 1625 13th Street • Lubbock, TX • 79457
(806) 775-2026

Mark Smith, Director and Librarian
Texas State Library and Archives Commission
P.O. Box 12927
Austin, Texas 78711-2927

Dear Mr. Smith:

Re: Transfer of Audiovisual Records

This is a request for approval to transfer some City of Lubbock audiovisual records to Texas Tech University's Southwest Collection/Special Collection Library. Some of the records are of permanent value.

The Southwest Collection is interested and willing to accept these records. They have the proper climate and storage to ensure that the audiovisual tapes are preserved in the appropriate climate. Southwest Collection also has the technology to utilize the tapes, while the City no longer has the technology to view the tapes for future research or preservation.

Attached is a list of the audiovisual records for which we are seeking approval to transfer.

Please call me at (806) 775-2025 should you have any questions or concerns. You may also contact Monte Monroe, Archivist for the Southwest Collection, at (806) 834-3036 if you have any questions for him. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rebecca Garza", with a large, stylized flourish extending from the end of the signature.

Rebecca Garza
City Secretary
City of Lubbock

Enclosure: List of Records to be transferred



Regular City Council Meeting

7. 23.

Meeting Date: 08/11/2020

Information

Agenda Item

Board Appointments - City Secretary: Consider a resolution confirming the City Manager's appointment of Jimmy Castillo to the Civil Service Commission.

Item Summary

Per Local Government Code Section 143.006, the chief executive of the municipality shall appoint members to the Civil Service Commission, with the confirmation of the City Council. Furthermore, per Local Government Code Section 143.006, a commission member may not be reappointed to more than a third consecutive term unless the member's reappointment to a fourth or subsequent consecutive term is confirmed by a two-thirds majority of all the members of the municipality's governing body. If appointed, this will be Jimmy Castillo's 5th term.

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Resolution

RESOLUTION

WHEREAS, Section 143.006 of the Local Government Code requires appointment of persons to the Civil Service Commission of the City of Lubbock to be made by the municipality's chief executive and confirmed by the municipality's governing body; NOW THEREFORE:

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

THAT the City Council of the City of Lubbock hereby confirms the appointment of **Jimmy Castillo** by City Manager W. Jarrett Atkinson, for a term of office of three years as a member of the Civil Service Commission of the City of Lubbock.

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:



John C. Grace, Assistant City Attorney



Regular City Council Meeting

8. 1.

Meeting Date: 08/11/2020

Information

Agenda Item

Resolution - City Council: Consider a resolution continuing and affirming the Mayor's Declarations of Disaster regarding the COVID-19 (Coronavirus) pandemic.

Item Summary

This resolution continues and affirms the Mayor's Declarations of Disaster regarding the COVID-19 (Coronavirus) pandemic.

Fiscal Impact

None

Staff/Board Recommending

W. Jarrett Atkinson, City Manager

Attachments

No file(s) attached.



Regular City Council Meeting

8. 2.

Meeting Date: 08/11/2020

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments to the North Point Public Improvement District (PID) Advisory Board.

Item Summary

The North Point Public Improvement District (PID) Advisory Board consists of 7 property owners or representatives of property owners within the North Point PID, and these board members are elected by the North Point PID property owners. Elections for the 4 eligible seats on the North Point PID Advisory Board were conducted at the annual North Point PID Property Owners' meeting held on June 30, 2020. In accordance with the bylaws, each property owner within the North Point PID was given one vote, per seat, per lot owned. North Point consists of 733 total lots, and 18 ballots were received. The newly appointed board members will each serve 3-year terms.

The four individuals with the most votes are as follows:

David Krause

Jonathan Blackwell

Eddie Tates

Garry Warren (Garry Warren and Fabian Gutierrez received the same number of votes. Fabian Gutierrez resigned July 2, 2020, and Garry Warren agreed to serve another term.)

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

No file(s) attached.



Regular City Council Meeting

8. 3.

Meeting Date: 08/11/2020

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments to the Valencia Public Improvement District (PID) Advisory Board.

Item Summary

The Valencia Public Improvement District (PID) Advisory Board consists of 5 property owners or representatives of property owners within the Valencia PID, and these board members are voted in by the Valencia PID property owners. Elections for the 2 eligible seats on the Valencia PID Advisory Board were conducted at the annual Valencia PID Property Owners' meeting held on July 15, 2020. In accordance with the bylaws, each property owner within the Valencia PID was given one vote, per seat, per lot owned. Valencia consists of 105 total lots, and 28 ballots were received. The newly appointed board members will each serve 3-year terms.

The two individuals with the most votes are as follows:

Dr. Chrystal Jansz Rieken

James Jordan

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

No file(s) attached.



Regular City Council Meeting

8. 4.

Meeting Date: 08/11/2020

Information

Agenda Item

Board Appointments - City Secretary: Consider appointments to the Bell Farms Public Improvement District (PID) Advisory Board.

Item Summary

The Bell Farms Public Improvement District (PID) Advisory Board consists of 5 property owners or representatives of property owners within the Bell Farms PID, and these board members are elected by the Bell Farms PID property owners. Elections for the 5 eligible seats on the Bell Farms PID Advisory Board were conducted at the annual Bell Farms PID Property Owners' meeting held on July 9, 2020. In accordance with the bylaws, each property owner within the Bell Farms PID was given one vote, per seat, per lot owned. Bell Farms consists of 975 total lots, and 383 ballots were received. At the first meeting, board members will decide at random who will start with 3-year terms and who will start with 2-year terms.

The five individuals with the most votes are as follows:

Darby Brown
Mitch James
Grant Peters
Ronnie Wallace
Matt Lemaire

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

No file(s) attached.



Regular City Council Meeting

8. 5.

Meeting Date: 08/11/2020

Information

Agenda Item

Board Appointments - City Secretary: Consider and take action on the appointments of the Chairperson and Vice-Chairperson for the Lubbock Water Advisory Commission.

Item Summary

Per Resolution No. 2009-R0198, "The City Council of the City of Lubbock shall designate the Chair and Vice-Chairperson from the appointed members of the [Lubbock Water Advisory] Commission." Carmon McCain is the current Chair and Jay House is the current Vice Chair. Carmon McCain has served as Chair for the 2019 and 2020 year. The Staff liaison is recommending Jay House for Chair and Melanie Barnes for the Vice Chair position.

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

No file(s) attached.



Regular City Council Meeting

8. 6.

Meeting Date: 08/11/2020

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2020-00099, for Zone Case 0744-A, a request of Hugo Reed and Associates, Inc. for Audrey Daniel, for a zone change to Light Manufacturing District (M-1) from Single-Family District (R-1) at 7404 Martin Luther King Jr. Boulevard and 1508 East 74th Street, located north of East 76th Street and west of Martin Luther King Jr. Boulevard, Trigg Heights Addition, Block 1, Lots 1 and 2.

Item Summary

On July 28, 2020, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends denial of the request. The Planning and Zoning Commission heard this case on July 2, 2020, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 0744-A
Staff Report 0744-A
Documentation 0744-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. 0744-A; A ZONING CHANGE FROM R-1 TO M-1 ZONING DISTRICT AT 7404 MARTIN LUTHER KING JR. BOULEVARD AND 1508 EAST 74TH STREET, LOCATED NORTH OF EAST 76TH STREET AND WEST OF MARTIN LUTHER KING JR. BOULEVARD, TRIGG HEIGHTS ADDITION, BLOCK 1, LOTS 1 AND 2, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 2040 Future Land Use Plan is a guide to help the Lubbock Planning and Zoning Commission and the 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 2040 Future Land Use Plan, which protects the 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. 0744-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **M-1** zoning district at **7404 Martin Luther King Jr. Boulevard and 1508 East 74th Street, located north of East 76th Street and west of Martin Luther King Jr. Boulevard, Trigg Heights Addition, Block 1, Lots 1 and 2**, City of Lubbock, Lubbock County, Texas.

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:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

ZONE CASE 0744-A

STAFF REPORT

Property Address & Location:

- 7404 Martin Luther King Jr. Boulevard and 1508 East 74th Street, located north of East 76th Street and west of Martin Luther King Jr. Boulevard

Legal Description:

- Trigg Heights, Block 1, Lots 1-2

Applicant: Hugo Reed and Associates

Property Owners: Audrey Daniel

Current Zoning: Single-family Residential District (R-1)

Request(s): Light Manufacturing District (M-1)

Applicable Regulations: Chapter 40, Article 40.03, Division 22, of the Code of Ordinances

Staff Recommendation(s): Denial of rezoning

Case Manager: Jordan Johnson, Planner
 806.775.2103/ jordanjohnson@mylubbock.us

Exhibits:

- A - Locator Map
- B - Aerial Map
- C - Zoning Map
- D - Future Land Use Map
- E - Photos
- F - Application
- G - Supporting Documentation

IMPORTANT DATES:

- Date of Application: May 27, 2020
- Date of Future Hearings: July 28, 2020 & August 11, 2020 City Council meetings

REQUIRED PUBLIC NOTICE:

- Legal Notice, in compliance with Sec. 211.006: June 16, 2020
- Written Notice to Properties within 200' & School Districts (if required), in compliance with Sec. 211.007(c) and Sec. 211.007(c-1): June 19, 2020
- Meeting Agenda, in compliance with Open Meetings Act: June 29, 2020

NOTIFICATION SUMMARY:

SENT	RETURNED	IN FAVOR	IN OPPOSITION
12	1	0	1

COMMENTS FROM OTHER DEPARTMENTS:

- Engineering - no comments.
- Public Works - no comments.
- Building Safety - no comments.
- Fire Marshal - no comments.

NOTABLE DIFFERENCES BETWEEN CURRENT & PROPOSED ZONING:

R-1	M-1
Allows for single family homes	Allows for light industrial uses

ZONING & LAND USE:

LOCATION	ZONING	LAND USE
Subject Property	R-1	Vacant
North	M-1	Stripes
East	R-1	Vacant
	M-1	Hub City Marine Boat Repair
South	R-1	Single Family Homes
West	R-1	Single Family Homes

Options for Action - Rezoning:

- Approval
- Postponement
- Denial

(Action by the P&Z is a recommendation to the City Council only)

PREVIOUS LAND USE DECISIONS:

- Case 0774 - August 26, 1959: zone change to R-1 from T

ITEM SUMMARY:

The applicant is requesting a zone change from Single-family District (R-1) to Light Manufacturing District (M-1). This property is adjacent to an industrially zoned gas station to the north, and a property to the east that was zoned to Light Manufacturing in 1977.

The staff analysis includes a series of factors that are derived from the requirements cities must consider in zoning decisions. These are outlined and addressed individually below.

INTENT STATEMENTS:

The intent statement of the requested Single-family District (R-1) is, "...to promote orderly and proper development of single-family residential units."

The intent statement of the existing Light Industrial District (M-1) is, "...to provide for light industrial uses and those commercial uses requiring outside storage and display."

TRAFFIC NETWORK/INFRASTRUCTURE IMPACTS:

There should be little to no impact on traffic or the thoroughfare system as a result of this request. Martin Luther King Jr. Boulevard is a minor arterial and can handle the traffic load.

COMPATIBILITY WITH SURROUNDING PROPERTY:

The proposed zoning is not compatible with the surrounding area. The single-family homes on the same block would not have a suitable buffer between them and the allowed light industrial uses.

CONFORMANCE WITH THE COMPREHENSIVE PLAN PRINCIPLES & FUTURE LAND USE MAP:

This request is not in conformance with the Future Land Use Map. The Future Land Use map has this property designated for "Low Density Residential" land uses (City of Lubbock 2040 Comprehensive Plan, p. 54, 56, and 57).

CONFORMANCE WITH THE FUTURE LAND USE COMPATIBILITY MATRIX & COMMERCIAL NODE CONCEPT:

This request is not in keeping with the Land Use Compatibility Matrix, which lists Corridor Aesthetics, Access Management, Walkability, Neighborhood Adjacency, and Neighborhood Preservation as the primary concerns for major thoroughfare development (ibid, p. 64). The M-1 zoning will not promote Neighborhood Preservation or Walkability and goes against standards for Neighborhood Adjacency.

CONFORMANCE WITH THE ZONING ORDINANCE:

The proposed zoning request is not in conformance with the zoning ordinance as it would be located adjacent to residential uses.

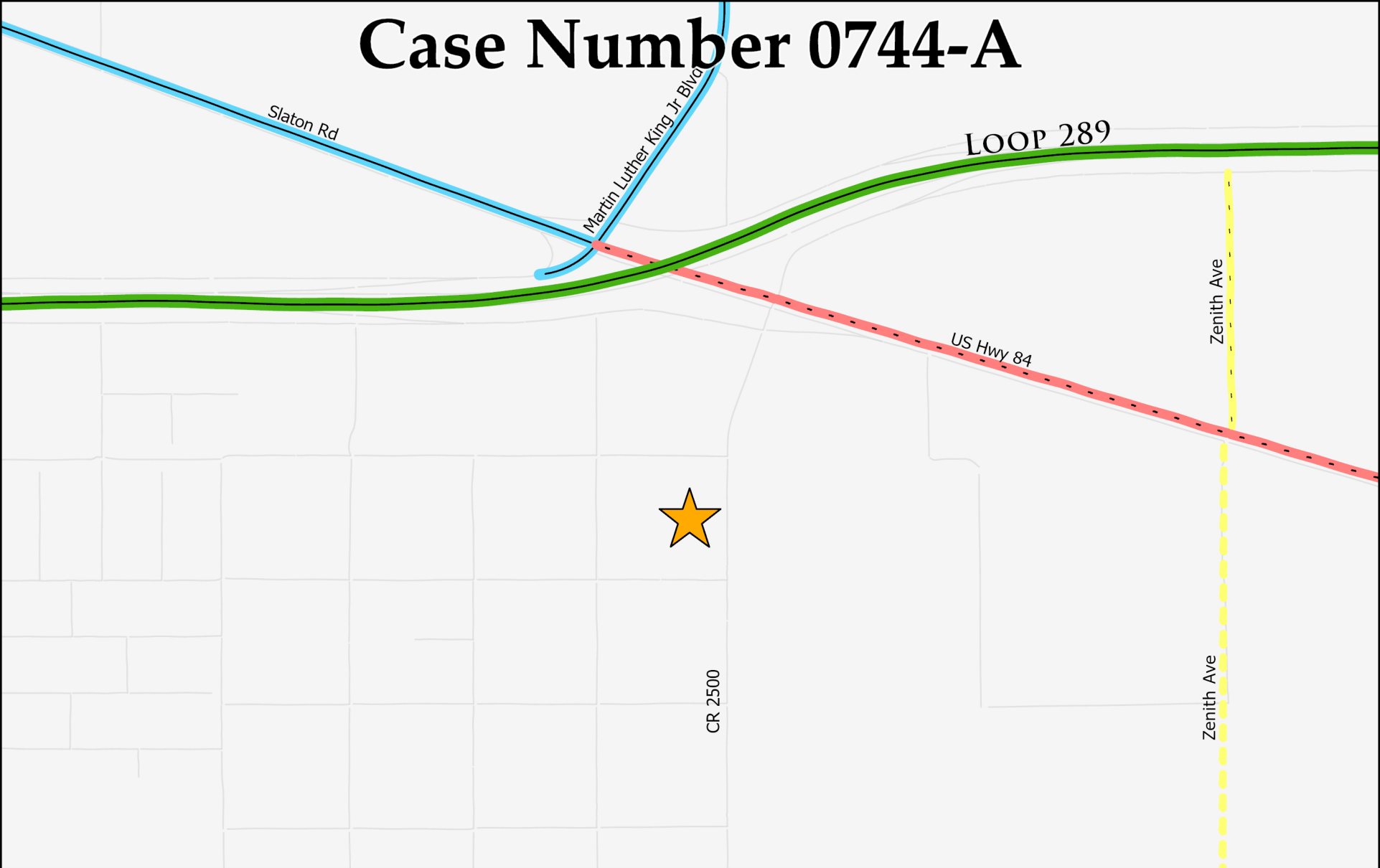
SUITABILITY OF THE PROPERTY FOR USES TO BE ALLOWED:

Although the property has adequate access and public infrastructure, it is not suitable to locate industrial uses adjacent to residential uses.

RELATED PLANS & POLICIES:

N/A

Case Number 0744-A

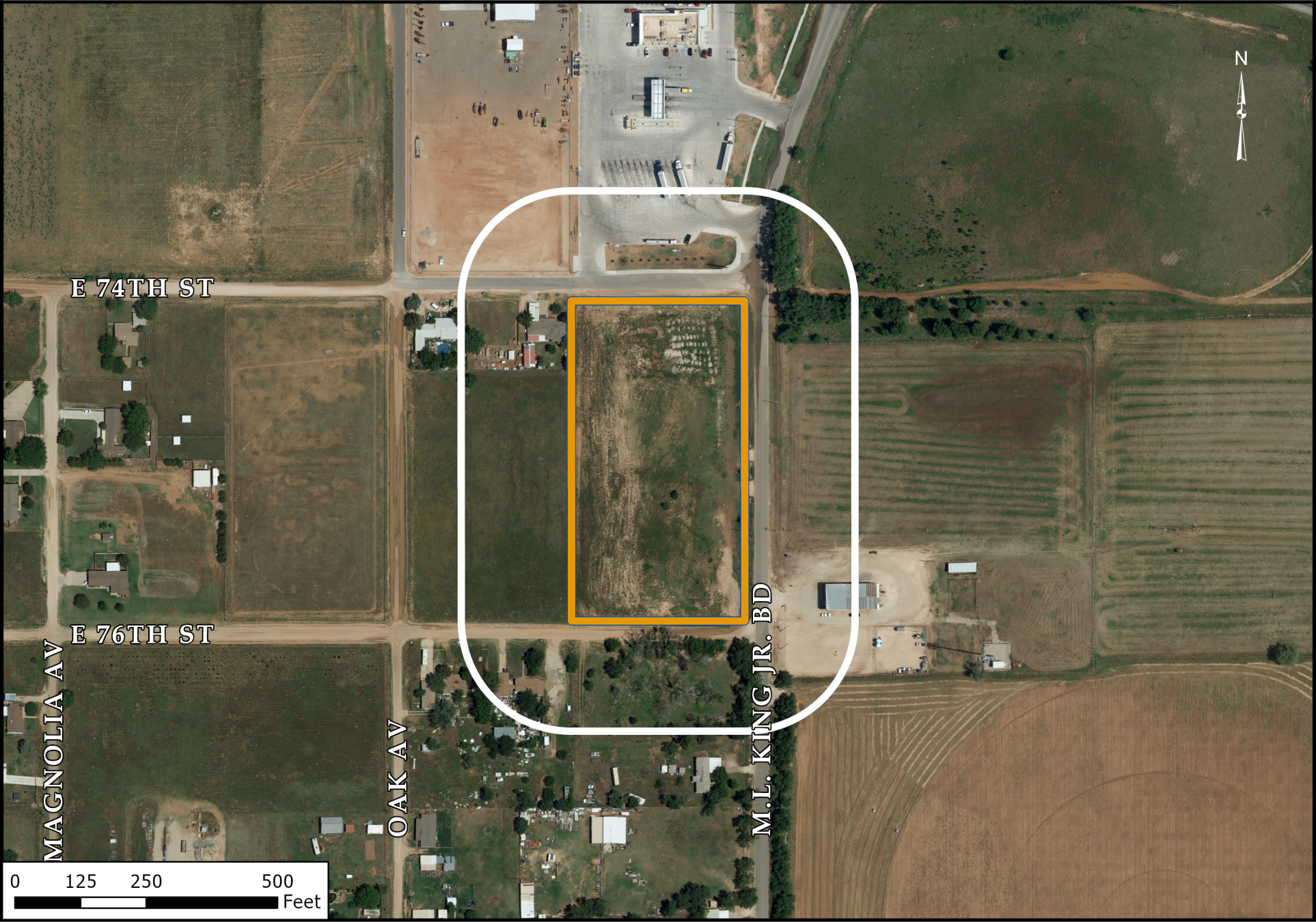


Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop



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Case Number 0744-A



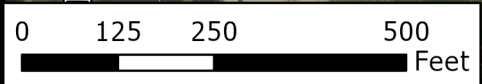
E 74TH ST

E 76TH ST

MAGNOLIA AV

OAK AV

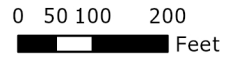
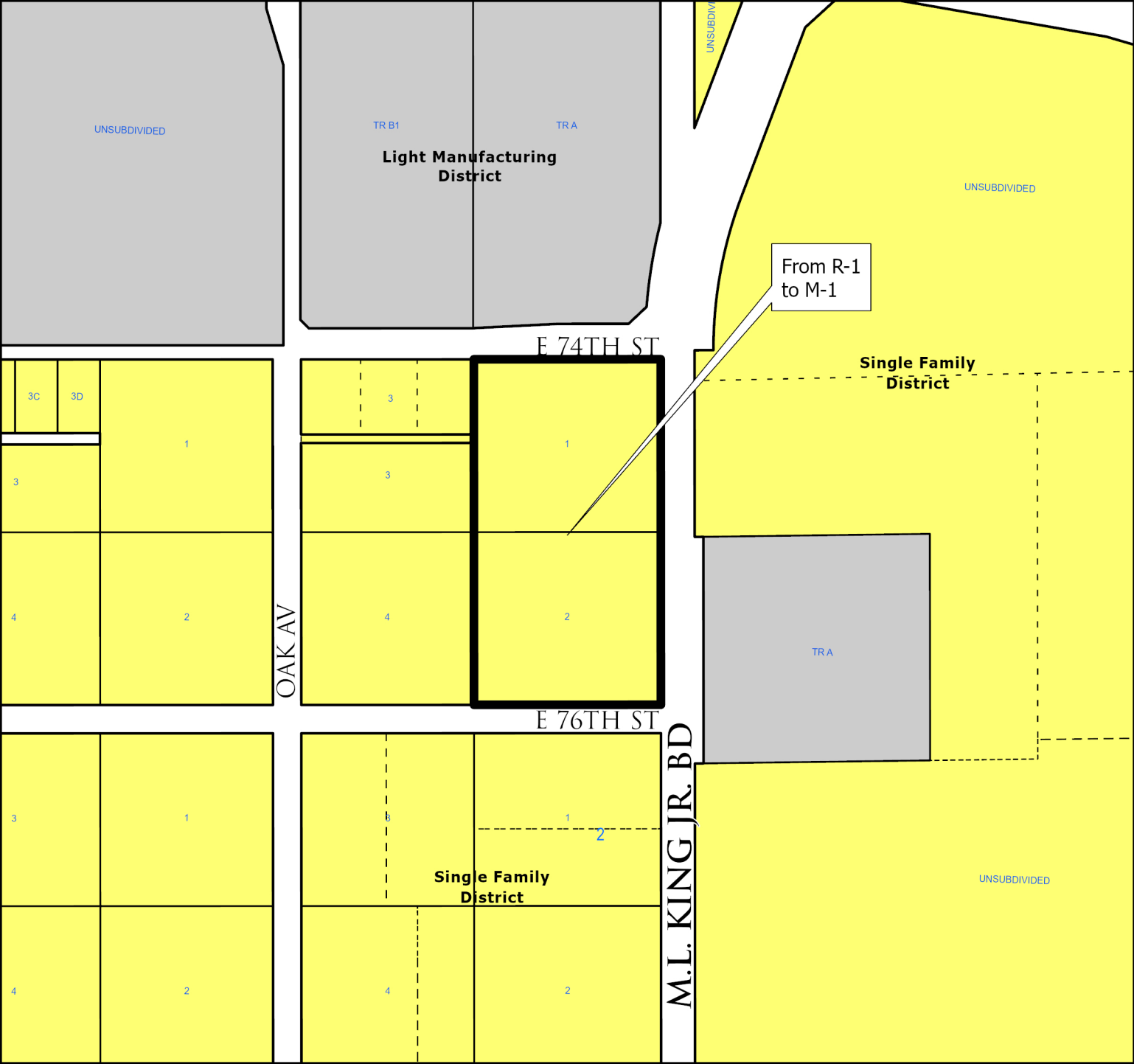
M.L. KING JR. BD



Current Zoning 0744-A



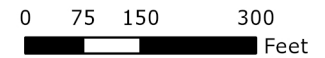
- Zoning Districts**
-  Light Manufacturing
 -  Single Family



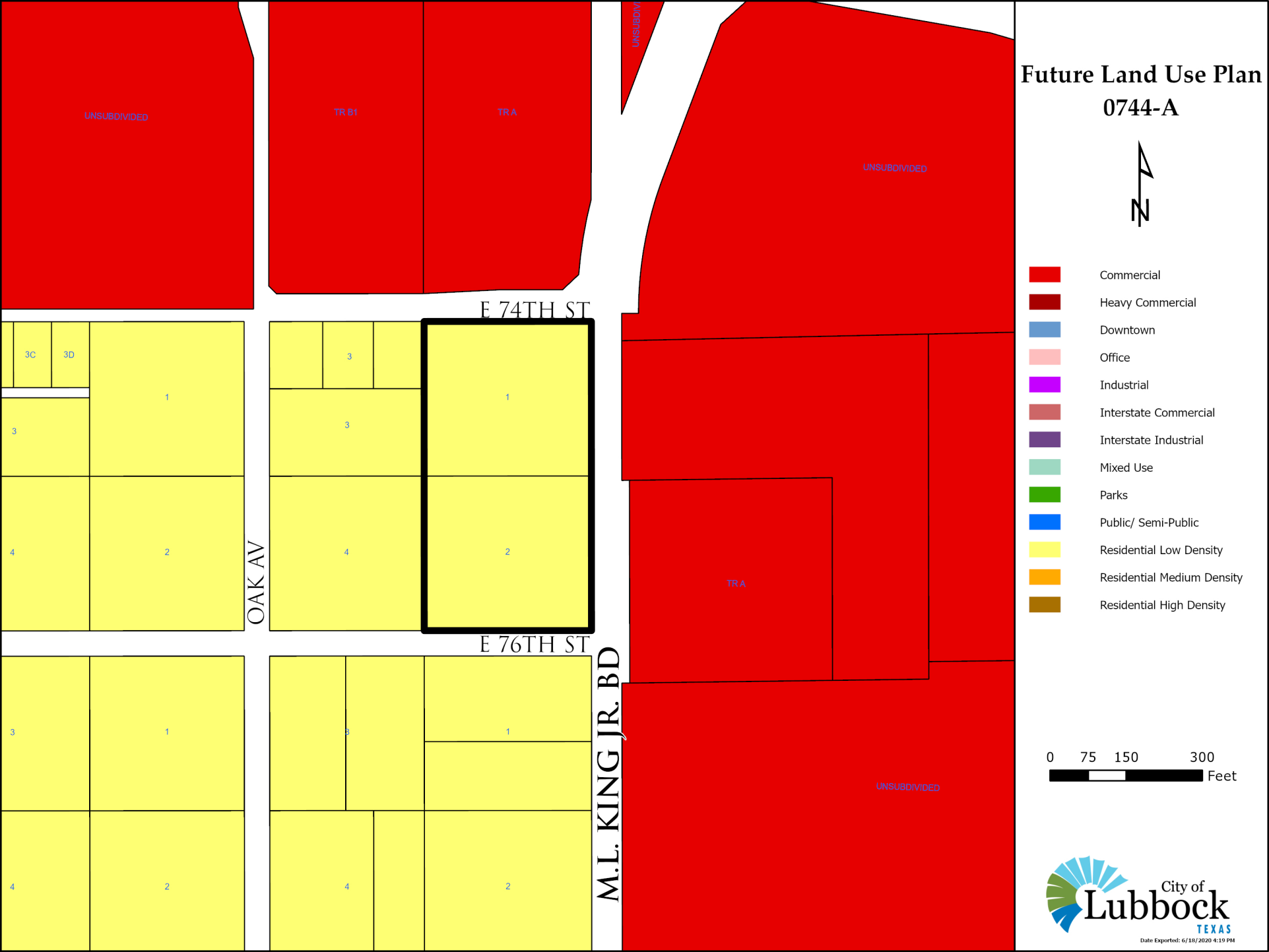
Future Land Use Plan 0744-A



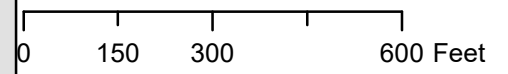
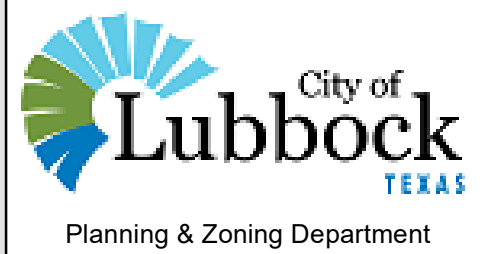
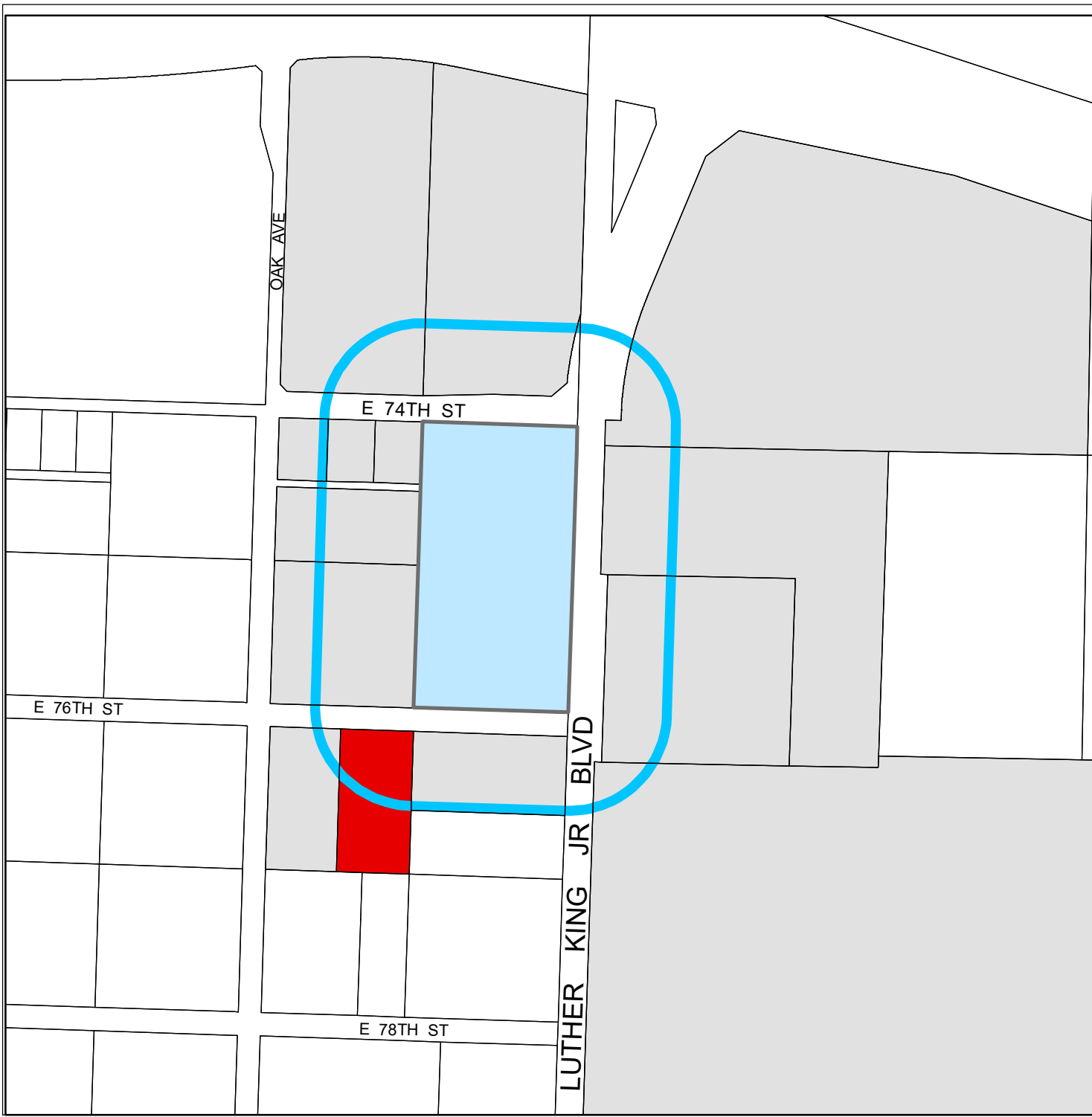
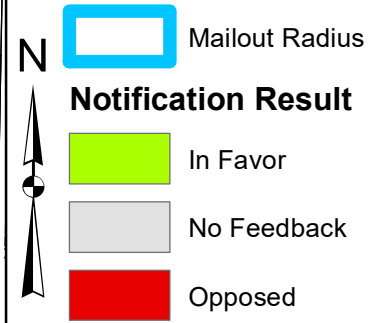
-  Commercial
-  Heavy Commercial
-  Downtown
-  Office
-  Industrial
-  Interstate Commercial
-  Interstate Industrial
-  Mixed Use
-  Parks
-  Public/ Semi-Public
-  Residential Low Density
-  Residential Medium Density
-  Residential High Density



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Zone Case 744-A



0744-A



View of subject property. View south.



View of adjacent property. View west.



View of adjacent property. View east.



View of adjacent property. View south.



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Hugo Reed and Associates, Inc.
1601 Avenue N
Street/Post Office Box
Lubbock, Texas 79401
City State Zip
(806) 763-5642
Telephone

For Audrey Daniel
P.O. Box 3728
Street/Post Office Box
Lubbock TX 79452
City State Zip
(806) 790-8416
Telephone

Location or Address: East 74th Street and Martin Luther King Jr. Blvd.

Legal Description: Lots 1 and 2, Block 1, Trigg Heights Addition

Existing Land Use: Vacant Existing Zoning: R

Acreage or Square Footage of Property: 4.6 acres

Zoning Requested: M-1

Proposed Development: Unspecified Light Industrial

If property is not subdivided, will preliminary plat be submitted? Yes No X

Terry Holman (handwritten signature)

Applicant's Signature

May 27, 2020
Date

Filing Fee: \$487
(\$475.00 for the first acre; \$3.00 for each additional acre;
\$165 for non-profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only

Zone Case No.:

Agenda No.:

Request for zoning change from:

To:

on Lot(s):

Block(s):

Subdivision:

Address:

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 email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 806-775-2108.

Please check one of the following to indicate if you are in favor of, or opposed to, the zone change requested by: P&Z Case No.: **0744-A**

In Favor

Opposed

Reasons and/or Comments:

I would like for it to remain residential, Ever since the zoning started changing the neighborhood has gone downhill especially since the stripes was built. I feel if this zone changes as well it will only get worse.
Thank you,

Print Name Zachary Shane Peiser

Signature: Zachary Shane Peiser

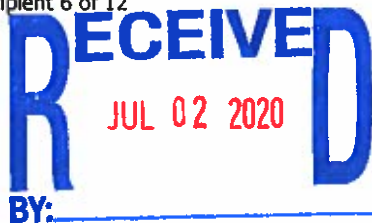
Address: 2105 142nd St. Lubbock, TX 79423

Address of Property Owned: 1509 E 76th St. Lubbock, TX 79404

Phone Number: 806-559-3419

Email: olekingcoal007@gmail.com

Recipient 6 of 12



Zone Case Number: **0744-A**
PEISER, ZACHARY
2105 142ND ST

R94718

LUBBOCK

TX 79423



Regular City Council Meeting

8. 7.

Meeting Date: 08/11/2020

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2020-00100, for Zone Case 3412, a request of Hugo Reed and Associates, Inc. for Ford Development, for a zone change to Two-Family District (R-2) from Transition District (T), located north of Marsha Sharp Freeway and south of 50th Street, between Milwaukee Avenue and Upland Avenue, on 20.9 acres of unplatted land out of Block AK, Section 35.

Item Summary

On July 28, 2020, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on July 2, 2020, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 3412
Staff Report 3412
Documentation 3412

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. 3412; A ZONING CHANGE FROM T TO R-2 ZONING DISTRICT AT GENERALLY LOCATED NORTH OF MARSHA SHARP FREEWAY AND SOUTH OF 50TH STREET, BETWEEN MILWAUKEE AVENUE AND UPLAND AVENUE, ON 20.9 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 35, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which 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. 3412

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 **T** to **R-2** zoning district at **generally located north of Marsha Sharp Freeway and south of 50th Street, between Milwaukee Avenue and Upland Avenue, on 20.9 acres of unplatted land out of Block AK, Section 35, City of Lubbock, Lubbock County, Texas, and being further described as follows:**

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bryan Isham, Director of Planning

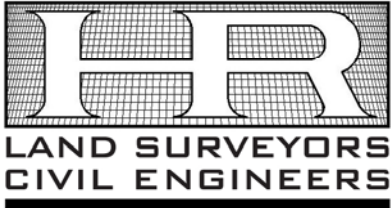
APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3412

July 2, 2020



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"

PROPOSED R-2 ZONING

METES AND BOUNDS DESCRIPTION of a 20.9 acre tract of land located in Section 35, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northwest corner of this tract, which bears S. $01^{\circ}51'07''$ W. an approximate distance of 974.3 feet and S. $88^{\circ}03'19''$ E. an approximate distance of 2625.2 feet from the Northwest corner of Section 35, Block AK, Lubbock County, Texas;

THENCE S. $88^{\circ}03'19''$ E. an approximate distance of 975.1 feet to a point in the Western boundary of a tract of land previously zoned AM for the Northeast corner of this tract;

THENCE S. $01^{\circ}56'41''$ W., along the Western boundary of said tract previously zoned AM, an approximate distance of 933.0 feet to a point for the Southeast corner of this tract;

THENCE N. $88^{\circ}03'19''$ W. an approximate distance of 973.1 feet to a point for the Southwest corner of this tract;

THENCE N. $01^{\circ}49'07''$ E. an approximate distance of 933.0 feet to the Point of Beginning.

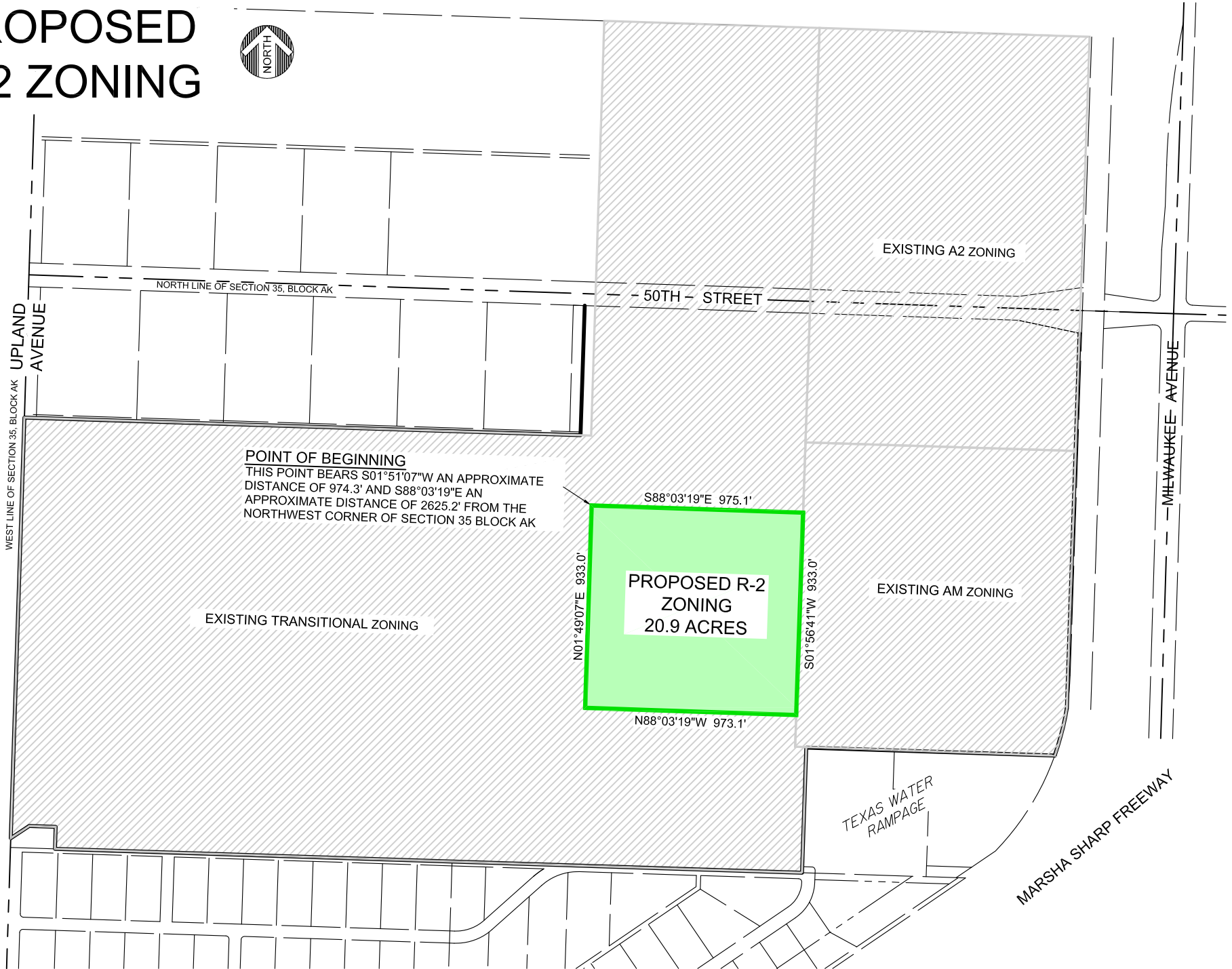
Contains: Approximately 20.9 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for Ford Development

May 27, 2020

PROPOSED R-2 ZONING



ZONE CASE 3412

STAFF REPORT

Property Address & Location:

- Generally located north of Marsha Sharp Freeway and south of 50th Street, between Milwaukee Avenue and Upland Avenue.

Legal Description:

- 20.9 acres of unplatted land out of Block AK, Section 35

Applicant: Hugo Reed & Associates, Inc.

Property Owner: Ford Development

Current Zoning: T, Transition

Request(s): Rezoning to R-2, Two-Family District

Applicable Regulations: Chapter 40, Article 40.03, Division 4 of the Code of Ordinances

Staff Recommendation(s): Approval of zone change request.

Case Manager: Zack Martin, Planner
 806.775.2096 / zmartin@mylubbock.us

Exhibits:

- A - Aerial Map
- B - Zoning Map
- C - Future Land Use Map
- D - Thoroughfare Plan Map
- E - Notification Responses Content Summary

IMPORTANT DATES:

- Date of Application: May 27, 2020
- Date of Future Hearings: June 28 & August 11, 2020 City Council meetings.

REQUIRED PUBLIC NOTICE:

- Legal Notice, in compliance with Sec. 211.006: June 16, 2020
- Written Notice to Properties within 200' & School Districts (if required), in compliance with Sec. 211.007(c) and Sec. 211.007(c-1): June 19, 2020
- Meeting Agenda, in compliance with Open Meetings Act: June 29, 2020

NOTIFICATION SUMMARY:

SENT	RETURNED	IN FAVOR	IN OPPOSITION
4	0	0	0

COMMENTS FROM OTHER DEPARTMENTS:

- Engineering - no comments.
- Public Works - no comments.
- Building Safety - no comments.
- Fire Marshal - no comments.

NOTABLE DIFFERENCES BETWEEN CURRENT & PROPOSED ZONING:

T	R-2
Uses permitted in the R-1 or R-1A Districts	Allows for development of single-family, two-family and other types of denser residential uses

ZONING & LAND USE:

LOCATION	ZONING	LAND USE
Subject Property	T	Vacant
North	T	Vacant
East	AM	Vacant
South	T	Vacant
West	T	Vacant

Options for Action - Rezoning:

- Approval
- Postponement
- Denial

(Action by the P&Z is a recommendation to the City Council only)

PREVIOUS LAND USE DECISIONS:

- January 14, 1999: The subject property was annexed into the City of Lubbock through Ordinance 010117

ITEM SUMMARY:

The applicant is requesting a zone change to R-2 zoning, Two-Family Residential District, from T, Transition District. The request is being made to allow the development of single-family homes, duplexes, and townhomes.

The staff analysis includes a series of factors that are derived from the requirements cities must consider in zoning decisions. These are outlined and addressed individually below.

INTENT STATEMENTS:

The intent of the proposed R-2 zoning is, "... to promote stable, quality residential development of slightly increased densities and multiple occupancy. This district may include entire neighborhoods or when used in accordance with the intent of the comprehensive plan, may provide a "buffer" district between low-density and high-density or non-residential districts.

The intent of the current T zoning is "... to protect existing and future development in newly annexed territory until the proper zone classification can be determined and established by zone change."

TRAFFIC NETWORK/INFRASTRUCTURE IMPACTS:

The proposed rezoning location is west of Milwaukee Avenue, which is designated a thoroughfare by the Master Thoroughfare Plan and south of 50th Street, which is designated a principal arterial. The proposed zoning is suitable and appropriate near these roads.

COMPATIBILITY WITH SURROUNDING PROPERTY:

The proposed zoning is compatible with the surrounding area and will not change the character of the existing development. The proposed zone change is to allow the development of single-family homes, duplexes, and townhomes.

CONFORMANCE WITH THE COMPREHENSIVE PLAN PRINCIPLES & FUTURE LAND USE MAP:

The principles outlined in the Comprehensive Plan and Future Land Use Map designates this area for "Low-Density Residential". The proposed zoning does not significantly change the spirit of the Comprehensive Plan principles or Future Land Use Map. The proposed zoning still allows for single-family residential development, while allowing more opportunity and flexibility for other types of development. The use of R-2 zoning would also create a buffer district between the commercial uses along Milwaukee Avenue to the east and residential areas to the west.

CONFORMANCE WITH THE FUTURE LAND USE COMPATIBILITY MATRIX & COMMERCIAL NODE CONCEPT:

This request is in keeping with the Land Use Compatibility Matrix, which lists walkability and infrastructure availability as the primary concerns for newly incorporated areas.

CONFORMANCE WITH THE ZONING ORDINANCE:

The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other commercial and residential uses that are already established or that may be established in the future as the area develops.

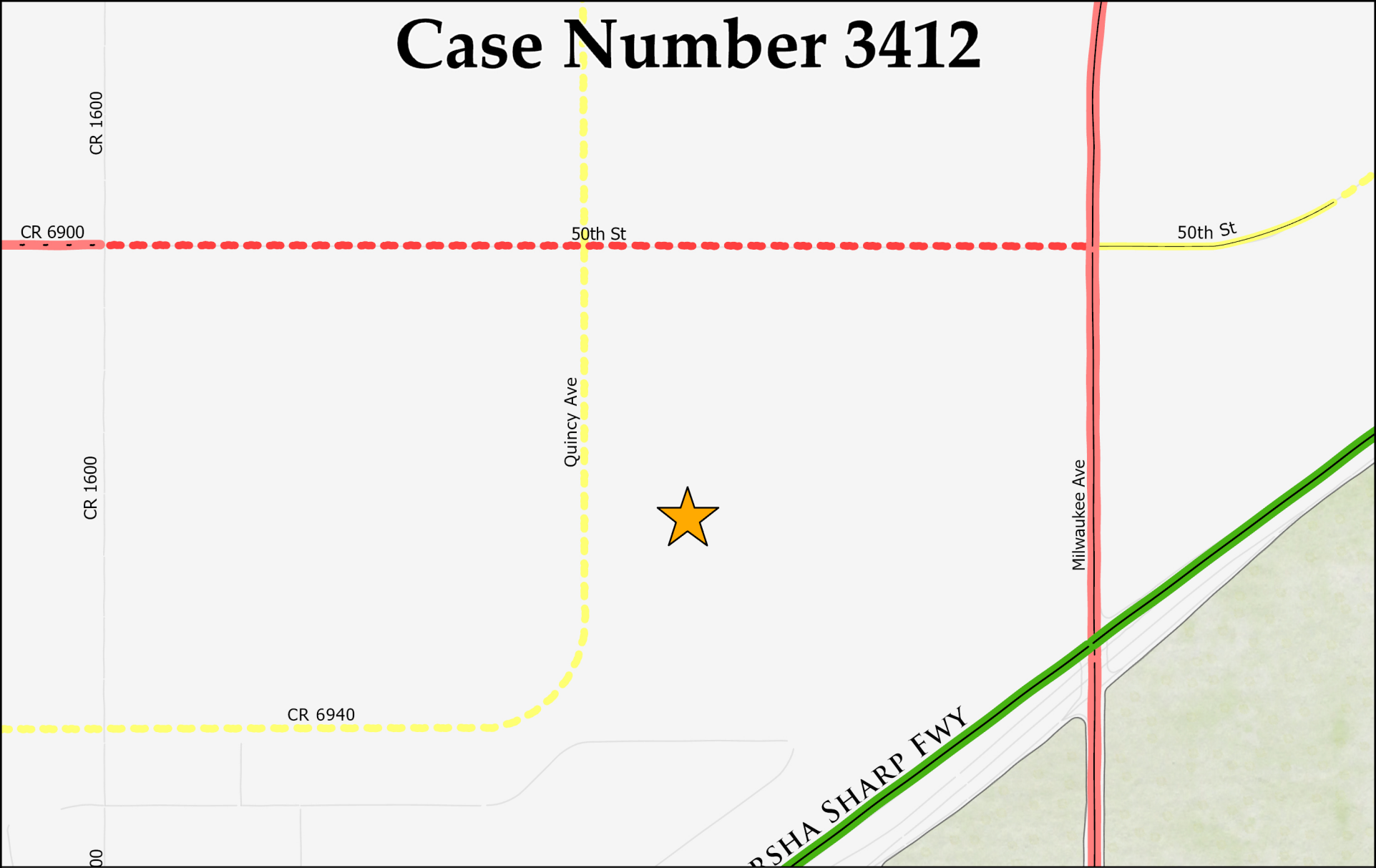
SUITABILITY OF THE PROPERTY FOR USES TO BE ALLOWED:

The property is suitable for the proposed uses and will not need additional public improvements to support the intensity of uses described in the R-2 zoning district.

RELATED PLANS & POLICIES:

N/A

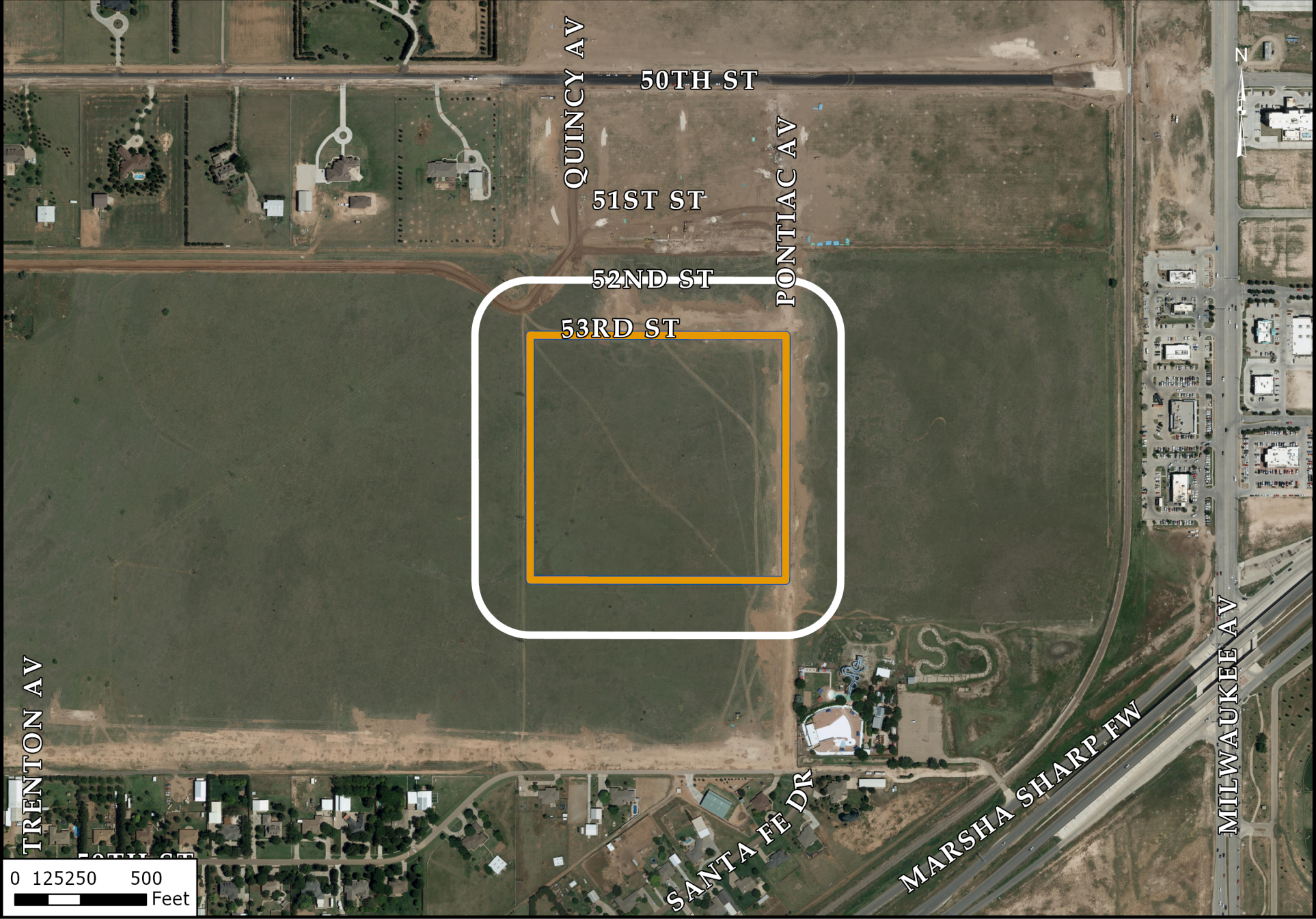
Case Number 3412



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

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Case Number 3412



TRENTON AV

QUINCY AV

50TH ST

51ST ST

52ND ST

53RD ST

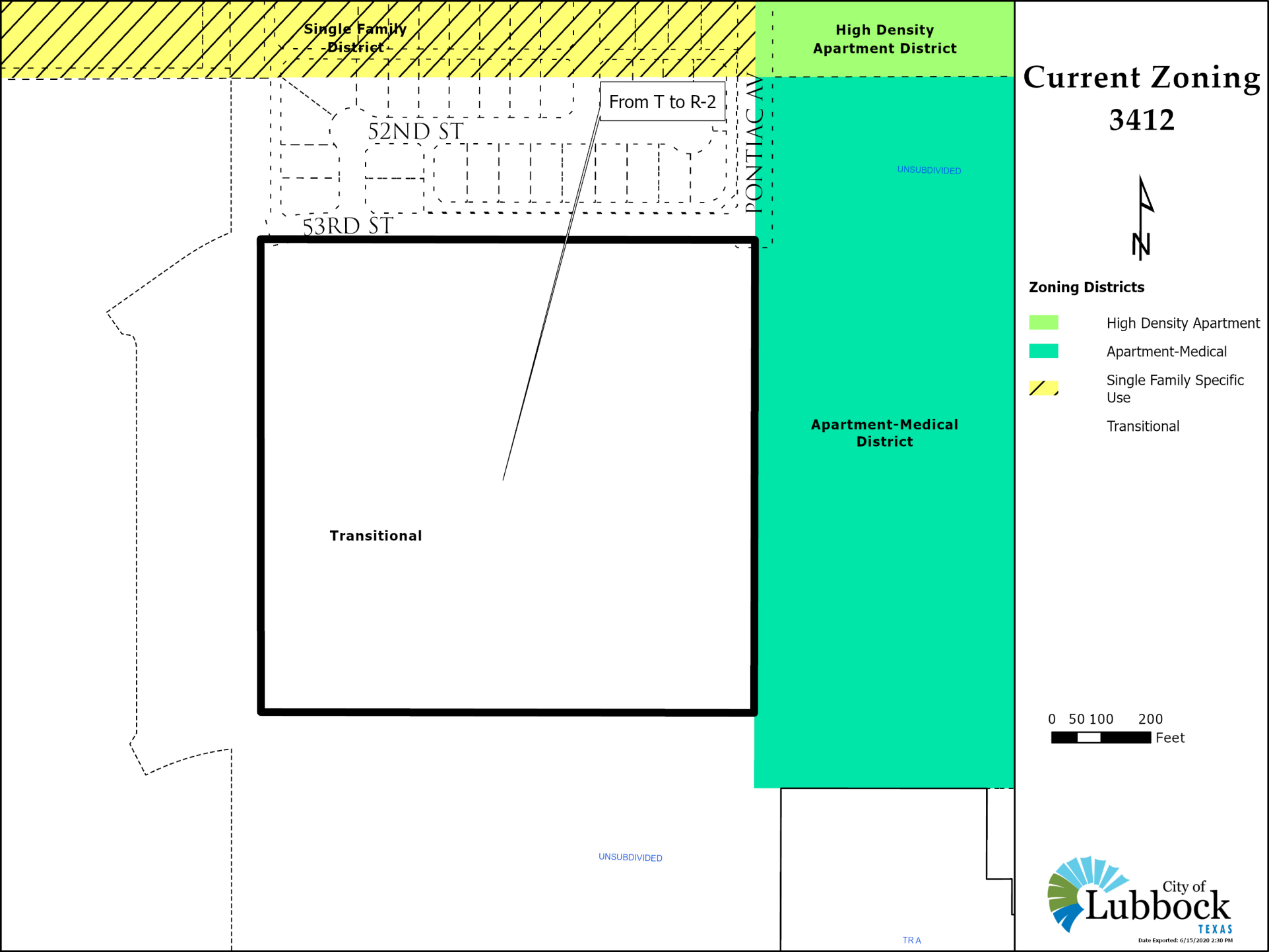
PONTIAC AV

SANTA FE DR

MARSHA SHARP FW

MILWAUKEE AV

0 125 250 500
Feet



Single Family District

High Density Apartment District

Current Zoning 3412

From T to R-2

52ND ST

53RD ST

PONTIAC AV

UNSUBDIVIDED

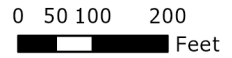


Zoning Districts

- High Density Apartment
- Apartment-Medical
- Single Family Specific Use
- Transitional

Apartment-Medical District

Transitional



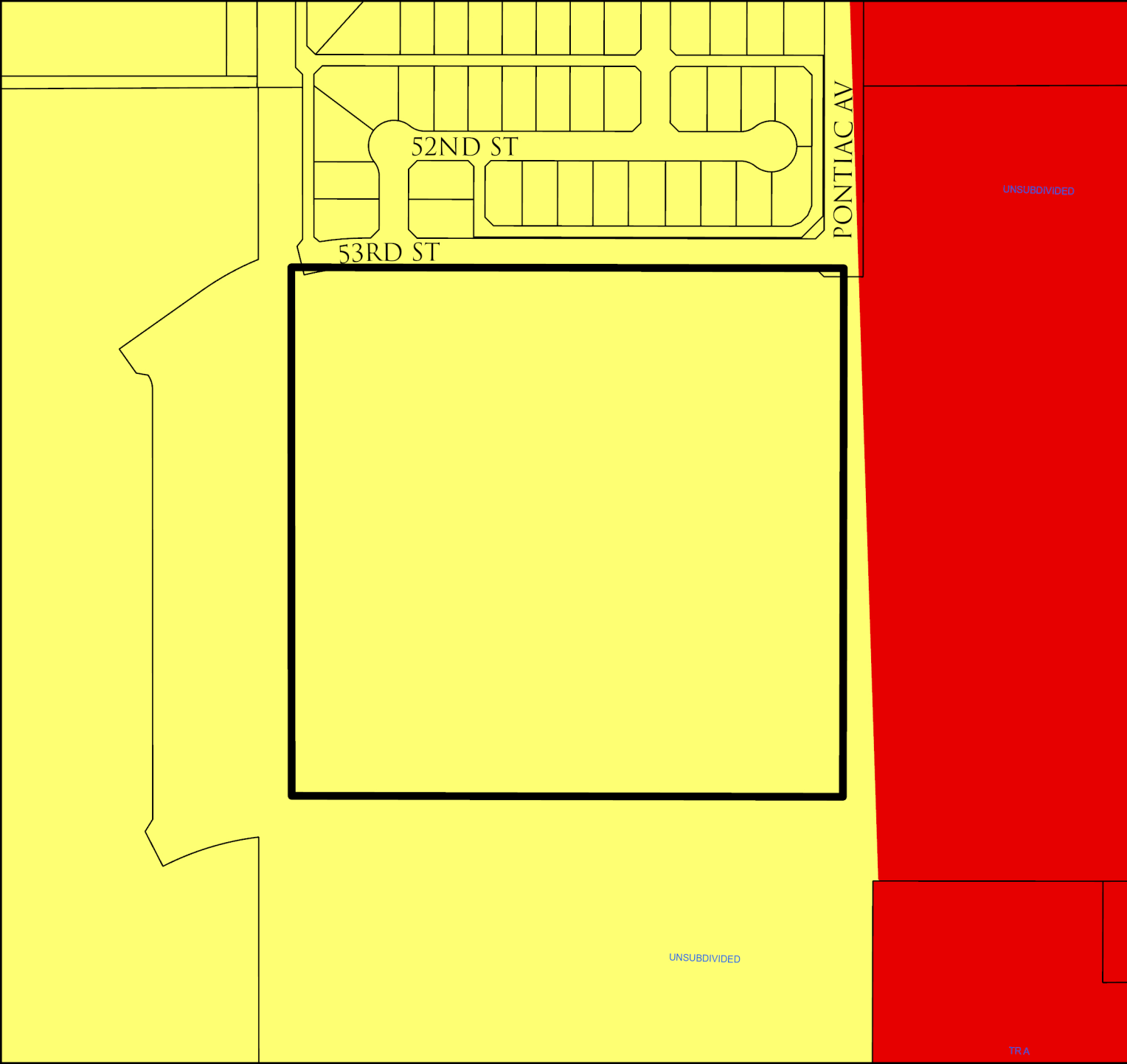
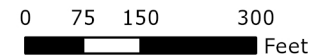
UNSUBDIVIDED

TRA

Future Land Use Plan 3412



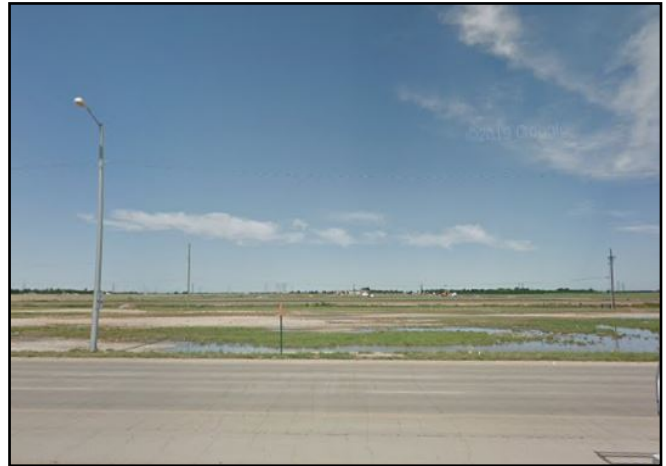
-  Commercial
-  Heavy Commercial
-  Downtown
-  Office
-  Industrial
-  Interstate Commercial
-  Interstate Industrial
-  Mixed Use
-  Parks
-  Public/ Semi-Public
-  Residential Low Density
-  Residential Medium Density
-  Residential High Density



3412 Photos



View of subject property looking north from 59th Street.



View of property look west from Milwaukee.



View of property looking east from Upland Avenue.



View of south of subject property from 59th Street.



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Hugo Reed and Associates, Inc.
1601 Avenue N
Street/Post Office Box
Lubbock, Texas 79401
City State Zip
(806) 763-5642
Telephone

For Ford Development
16400 N. Dallas Parkway, Suite 140
Street/Post Office Box
Dallas TX 75248
City State Zip
(214) 850-8838
Telephone

Location or Address: Section 35, Block AK

Legal Description:* See metes and bounds description attached

Existing Land Use: Vacant Existing Zoning: T

Acres or Square Footage of Property: 20.9 Acres

Zoning Requested: R-2

Proposed Development: Single family, Duplexes and Townhomes

If property is not subdivided, will preliminary plat be submitted? Yes No Previously Done

Terry Holman (handwritten signature)

Applicant's Signature

May 27, 2020

Date

Filing Fee: \$535.00
(\$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

Zone Case No.:

Agenda No.:

Request for zoning change from:

To:

on Lot(s):

Block(s):

Subdivision:

Address:



Regular City Council Meeting

8. 8.

Meeting Date: 08/11/2020

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance No. 2020-00101, for Zone Case 3413, a request of Stace Jones for Tom and Brenda Jones, for a zone change to Local Retail District (C-2) from High-Density Apartment District (A-2) and Two-Family District (R-2) at 2430, 2431, and 2434 25th Street, 2501, 2505, and 2509 University Avenue, 2433 26th Street, and 2430 and 2434 27th Street, located along the east side of University Avenue, extending from the north side of 25th Street to the north side of 27th Street, College Park Addition, Block 3, Lots 19-22, Wonderland Addition, Block 1, Lots 6-10 and Block 2, Lots 6-8, Deerwood Addition, Block 1, Lots 15-18.

Item Summary

On July 28, 2020, the City Council approved the first reading of the ordinance.

For detailed information on this request, please refer to the Planning Department Staff Report attached hereto. As noted in the report, staff recommends approval of the request. The Planning and Zoning Commission heard this case on July 2, 2020, and recommended approval of the request by a unanimous vote.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance 3413
Staff Report 3413
Documentation 3413

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. 3413; A ZONING CHANGE FROM A-2 AND R-2 TO C-2 ZONING DISTRICT AT 2430, 2431, AND 2434 25TH STREET, 2501, 2505, AND 2509 UNIVERSITY AVENUE, 2433 26TH STREET, AND 2430 AND 2434 27TH STREET, LOCATED ALONG THE EAST SIDE OF UNIVERSITY AVENUE, EXTENDING FROM THE NORTH SIDE OF 25TH STREET TO THE NORTH SIDE OF 27TH STREET, COLLEGE PARK ADDITION, BLOCK 3, LOTS 19-22, WONDERLAND ADDITION, BLOCK 1, LOTS 6-10 AND BLOCK 2, LOTS 6-8, DEERWOOD ADDITION, BLOCK 1, LOTS 15-18, 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. 3413

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from A-2 and R-2 to C-2 zoning district at 2430, 2431, and 2434 25th Street, 2501, 2505, and 2509 University Avenue, 2433 26th Street, and 2430 and 2434 27th Street, located along the east side of

University Avenue, extending from the north side of 25th Street to the north side of 27th Street, College Park Addition, Block 3, Lots 19-22, Wonderland Addition, Block 1, Lots 6-10 and Block 2, Lots 6-8, Deerwood Addition, Block 1, Lots 15-18, City of Lubbock, Lubbock County, Texas.

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:



Bryan Isham, Director of Planning

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

vw/cityatt/Kelli/ZoneCase/ZC3412
July 2, 2020

ZONE CASE 3413

STAFF REPORT

Property Address & Location:

- 2430, 2431, and 2434 25th Street, 2501, 2505, and 2509 University Avenue, 2433 26th Street, and 2430 and 2434 27th Street, located along the east side of University Avenue, extending from the north side of 25th Street to the north side of 27th Street

Legal Description:

- College Park Addition, Block 3, Lots 19-22, Wonderland Addition, Block 1, Lots 6-10 and Block 2, Lots 6-8, Deerwood Addition, Block 1, Lots 15-18

Applicant: Stace Jones

Property Owner: Tom and Brenda Jones

Current Zoning: A-2, High-Density Apartment District & R-2, Two-Family Residential District

Request(s): Rezoning to C-2, Local Retail District

Applicable Regulations: Chapter 40, Article 40.03, Division 14 of the Code of Ordinances

Staff Recommendation(s): Approval of zone change request.

Case Manager: Zack Martin, Planner
 806.775.2096 / zmartin@mylubbock.us

Exhibits:

- A - Aerial Map
- B - Zoning Map
- C - Future Land Use Map
- D - Thoroughfare Plan Map
- E - Notification Responses Content Summary

IMPORTANT DATES:

- Date of Application: May 27, 2020
- Date of Future Hearings: July 28 & August 11, 2020 City Council meetings.

REQUIRED PUBLIC NOTICE:

- Legal Notice, in compliance with Sec. 211.006: June 16, 2020
- Written Notice to Properties within 200' & School Districts (if required), in compliance with Sec. 211.007(c) and Sec. 211.007(c-1): June 19, 2020
- Meeting Agenda, in compliance with Open Meetings Act: June 29, 2020

NOTIFICATION SUMMARY:

SENT	RETURNED	IN FAVOR	IN OPPOSITION
65	5	5	1

COMMENTS FROM OTHER DEPARTMENTS:

- Engineering - no comments.
- Public Works - no comments.
- Building Safety - no comments.
- Fire Marshal - no comments.

NOTABLE DIFFERENCES BETWEEN CURRENT & PROPOSED ZONING:

A-2 & R-2	C-2
Residential uses of varying intensity	Commercial Uses, including offices as well as other types of uses

ZONING & LAND USE:

LOCATION	ZONING	LAND USE
Subject Properties	A-2/R-2	Mix of church related facilities, offices, day-care
North	R-2	Single-Family Homes
East	R-2	Single-Family Homes
South	R-2	Single-Family Homes
West	R-1	Single-Family Homes

Options for Action - Rezoning:

- Approval
- Postponement
- Denial

(Action by the P&Z is a recommendation to the City Council only)

PREVIOUS LAND USE DECISIONS:

- August 8, 1991, 2674: 2434 25th Street and 2430 25th Street were zoned to A-2, High-Density Apartment District
- October 12, 1989, 2637: 2433 26th Street and 2434 27th Street were zoned to A-2, High-Density Apartment District
- March 13, 1941, the subject properties were zoned R-2, Two-Family Residential through Ordinance 000661

ITEM SUMMARY:

The applicant is requesting a zone change to C-2 zoning, Local Retail District, from A-2, High-Density Apartment District and R-2, Two-Family Residential District. The request is being made to allow the incorporation of a printing shop for the church's use.

The staff analysis includes a series of factors that are derived from the requirements cities must consider in zoning decisions. These are outlined and addressed individually below.

INTENT STATEMENTS:

The intent of the proposed C-2 zoning is, "... to provide limited local retail and service commercial uses which serve one of several neighborhoods. Such districts may be located on existing thoroughfares or at the intersections of major thoroughfares."

The intent of the current A-2 zoning is "...to promote high-density multi-family developments and compatible land uses in harmony with lower-density uses." The intent of the current R-2 zoning is "...to promote stable, quality residential development of slightly increased densities and multiple occupancy."

TRAFFIC NETWORK/INFRASTRUCTURE IMPACTS:

The proposed rezoning location is along University Avenue, which is designated a thoroughfare by the Master Thoroughfare Plan. This type of road has a higher intensity of traffic and commercial uses included in the proposed zoning district are appropriate along this route.

COMPATIBILITY WITH SURROUNDING PROPERTY:

The proposed zoning is compatible with the surrounding area, and will not change the character of the existing development. The proposed zone change is to allow more flexibility for the proposed tenant. The proposed C-2 zoning has a lower intensity of commercial uses that make it suitable for this location.

CONFORMANCE WITH THE COMPREHENSIVE PLAN PRINCIPLES & FUTURE LAND USE MAP:

The principles outlined in the Comprehensive Plan and Future Land Use Map designates this area for "Low-Density Residential". The proposed zoning does differ from the FLUM and Comprehensive Plan; however, the existing zoning and usage is also not in conformance. Given the nature of University Avenue, a large, busy thoroughfare, the rezoning of the properties to commercial is appropriate in this context.

CONFORMANCE WITH THE FUTURE LAND USE COMPATIBILITY MATRIX & COMMERCIAL NODE CONCEPT:

The request is in conformance with the Compatibility Matrix and Commercial Node Concept, as it locates a "Light Retail" district along a thoroughfare, between the intersections designated for more intense commercial uses.

CONFORMANCE WITH THE ZONING ORDINANCE:

The proposed zoning request is in conformance with the zoning ordinance and is appropriate given the current uses that are already established and proposed usage.

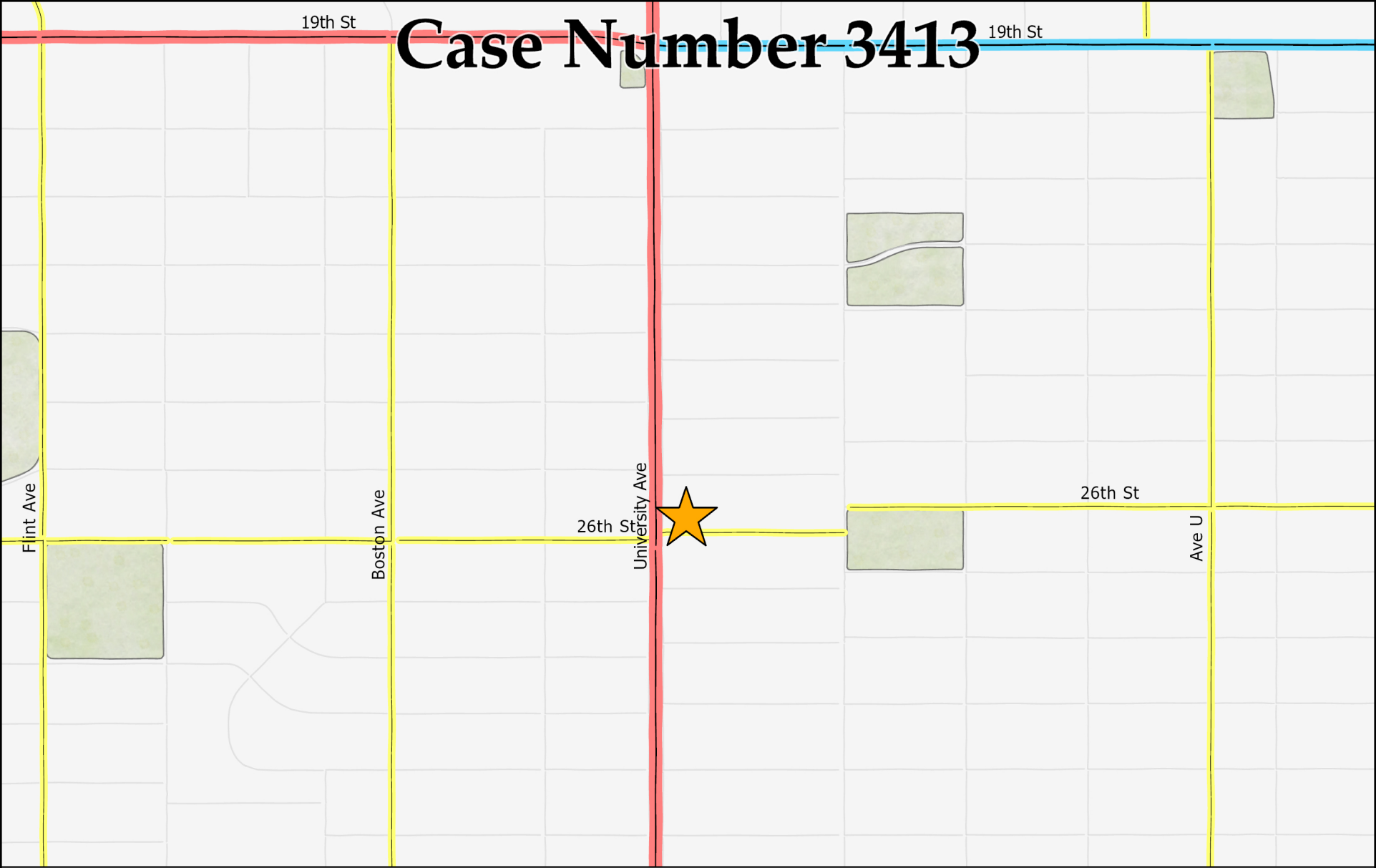
SUITABILITY OF THE PROPERTY FOR USES TO BE ALLOWED:

The property is suitable for the proposed uses and will not need additional public improvements to support the intensity of uses described in the C-2 zoning district.

RELATED PLANS & POLICIES:

N/A

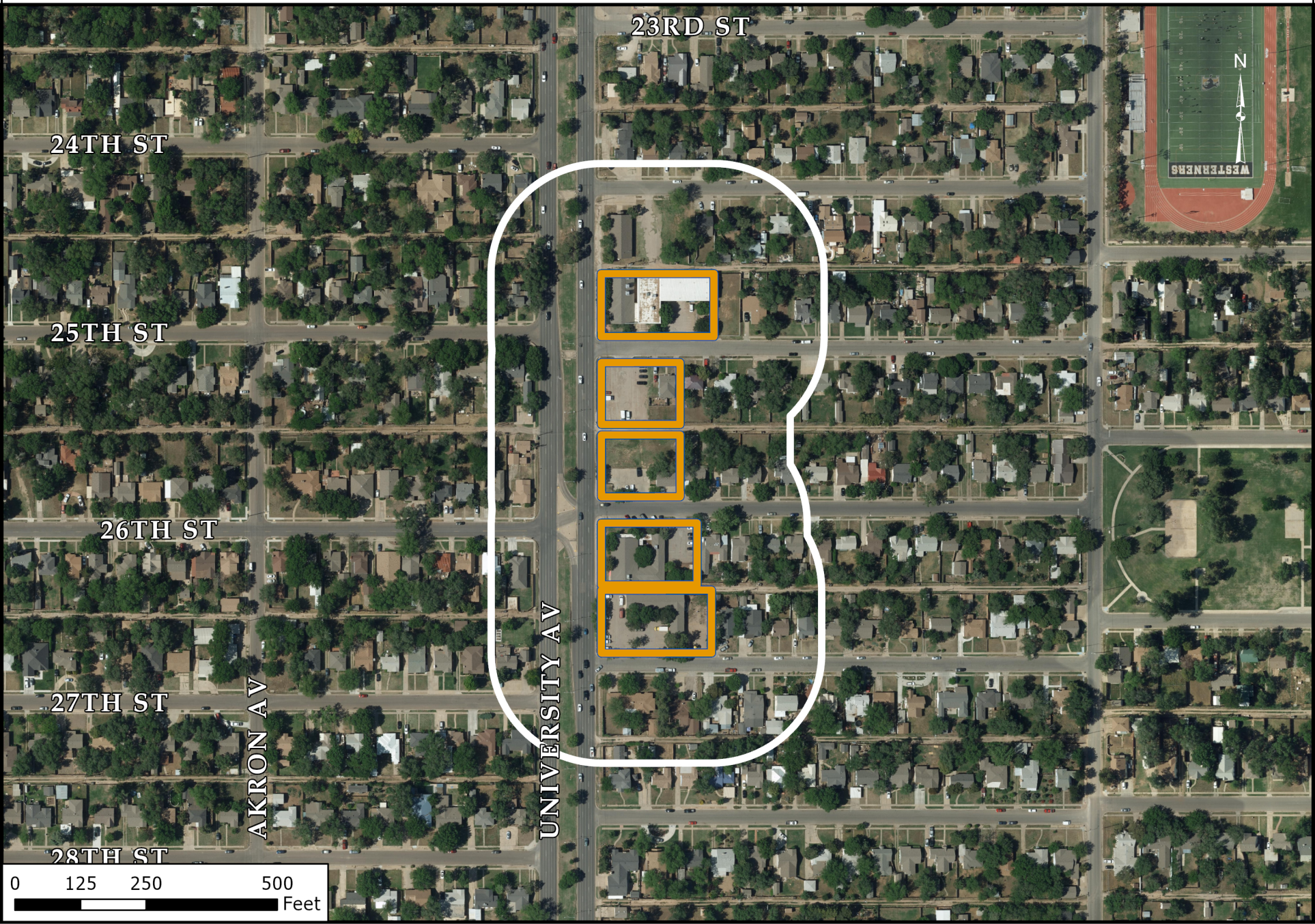
Case Number 3413



Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

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Case Number 3413



24TH ST

23RD ST

25TH ST

26TH ST

27TH ST

28TH ST

AKRON AV

UNIVERSITY AV

WESTERNERS

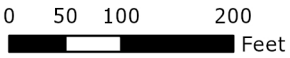
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0 125 250 500 Feet

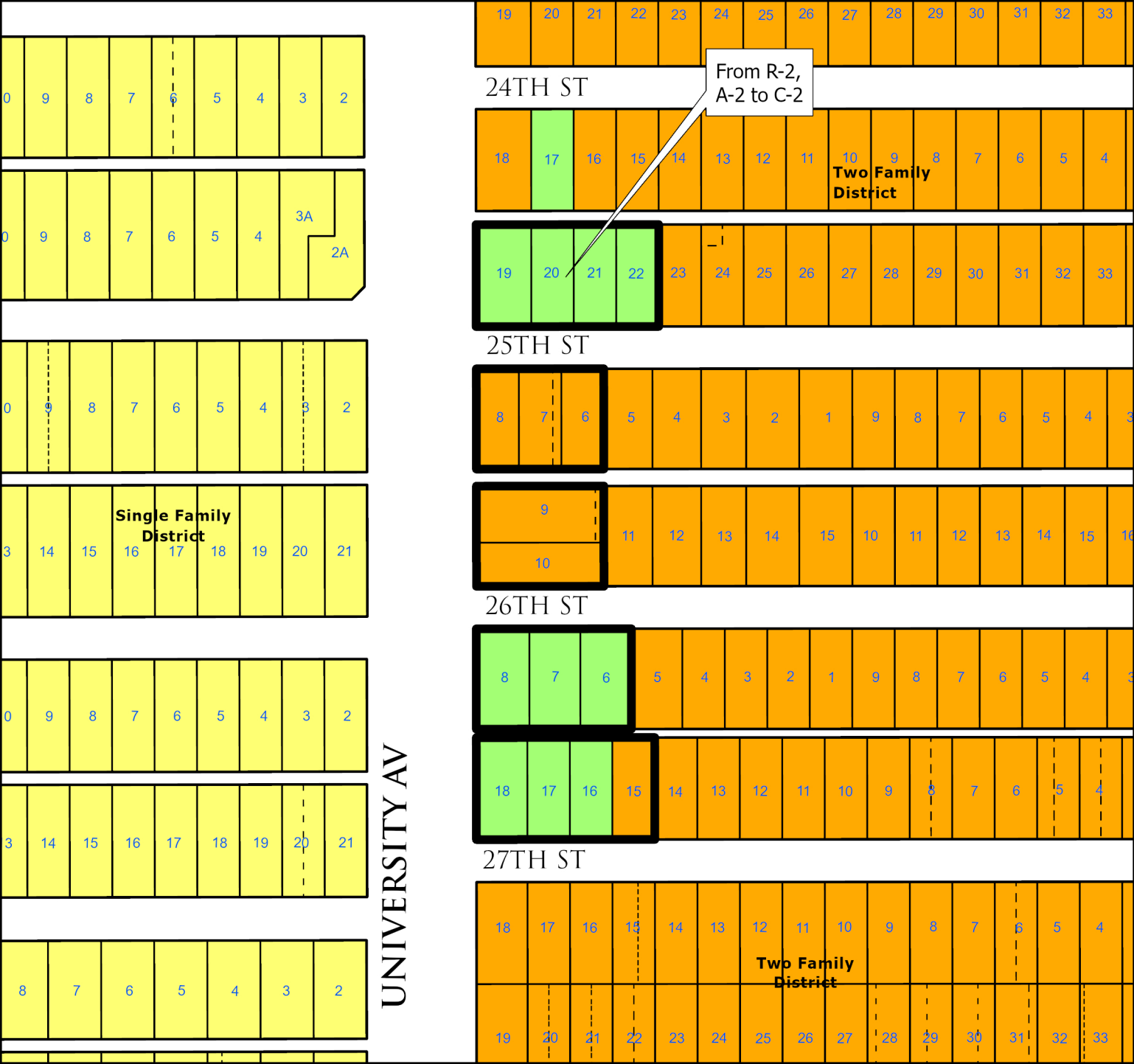
Current Zoning 3413



- Zoning Districts**
- High Density Apartment
 - Single Family
 - Two Family



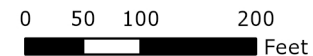
UNIVERSITY AV



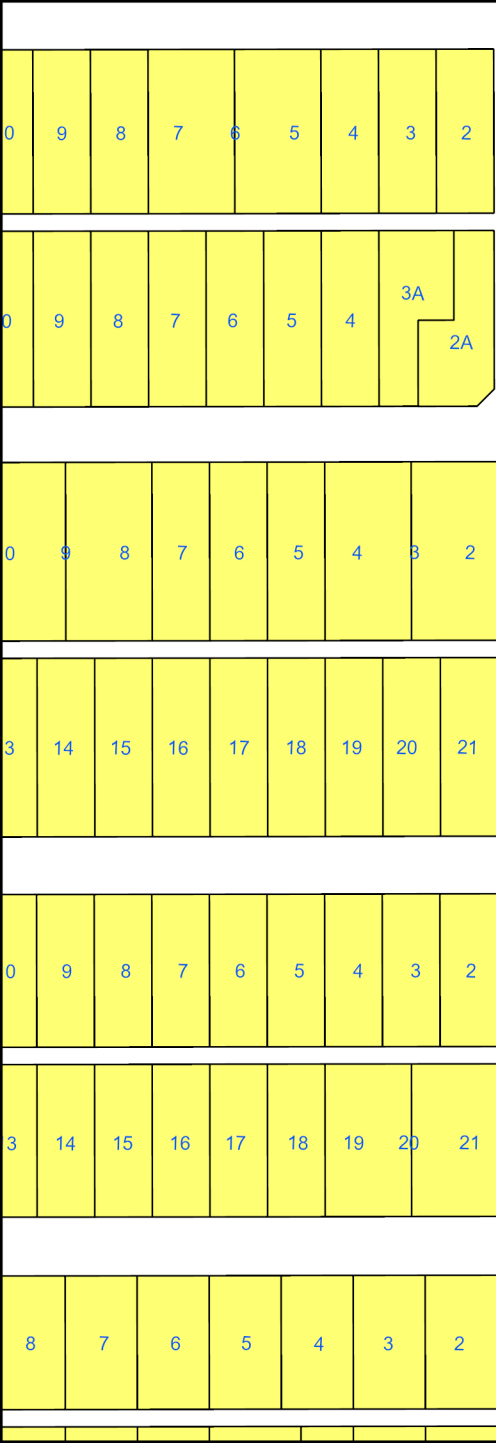
Future Land Use Plan 3413



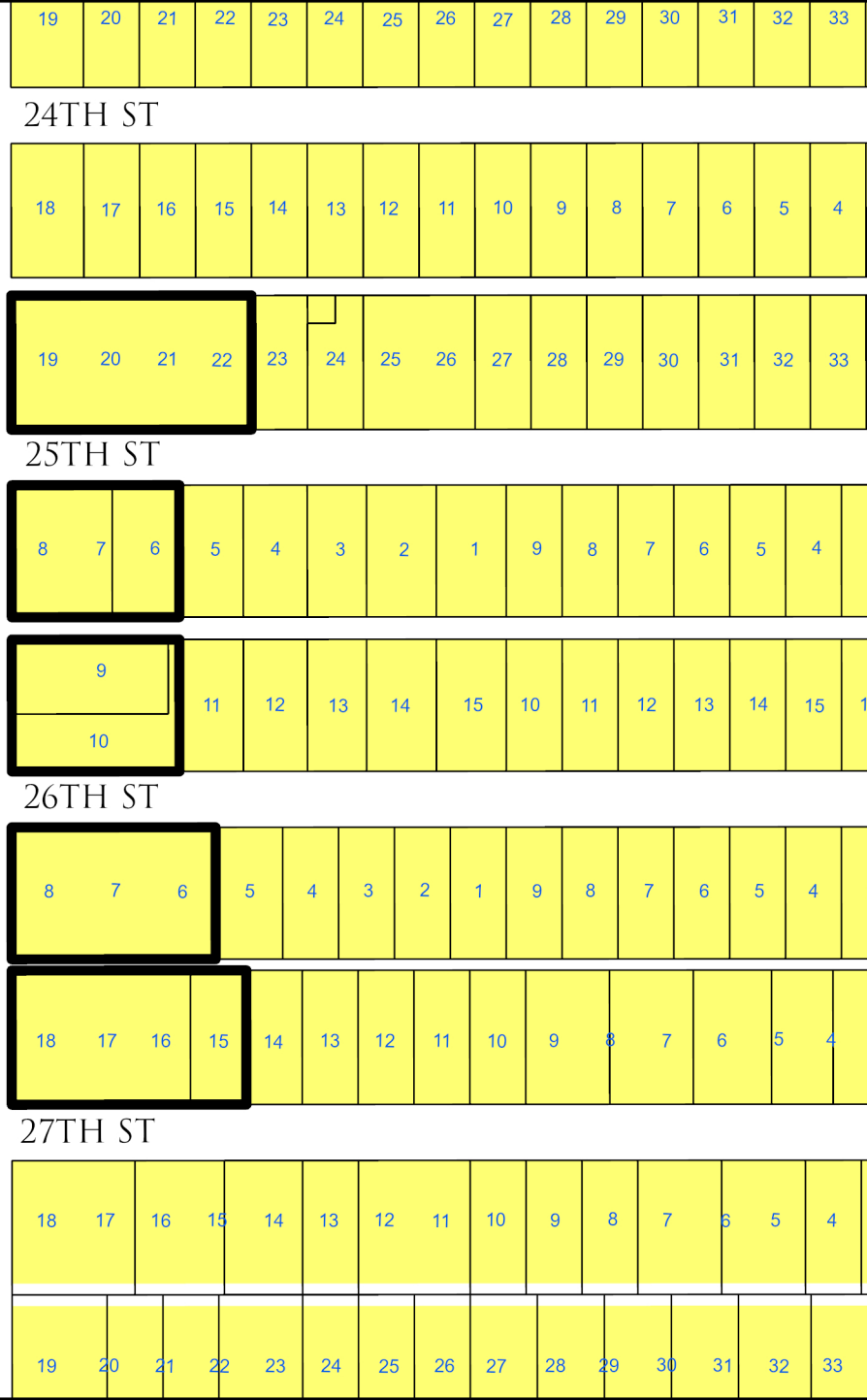
- Commercial
- Heavy Commercial
- Downtown
- Office
- Industrial
- Interstate Commercial
- Interstate Industrial
- Mixed Use
- Parks
- Public/ Semi-Public
- Residential Low Density
- Residential Medium Density
- Residential High Density



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UNIVERSITY AV



Zone Case 3413

UNIVERSI


24TH ST

25TH ST




26TH ST

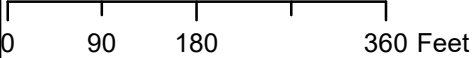
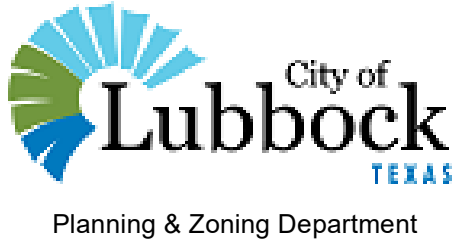
27TH ST

28TH ST

 Mailout Radius

Notification Result

-  In Favor
-  No Feedback
-  Opposed





APPLICATION FOR ZONING CHANGE

Lubbock Planning and Zoning Commission
PO Box 2000 /1314 Avenue K
Lubbock, TX 79457

Applicant (Please Print) Stacey Jones
18 Whisperwood Circle
Lubbock TX 79416
(806) 789-3301
Stacey Jones @ icloud.com

Owner Tom and Brenda Jones
7001 87th Lubbock, Tx
Lubbock TX 79424
(806) 789-3393
thomasjones10@me.com

Location or Address: 2434 + 2430 25th Street - College Park BLK 3L 19-22 . 2501 University and 2431

Legal Description: 25th Street -Wunderland BLK 1, Lots 6-8. 2505 and 2509 University -Wunderland BLK 1L 9-10
2433 26th - Wunderland BLK 2L 6 thru 8. 2430 and 2434 27th Street - Decatur BLK 1 L 15 thru 18

Existing Land Use: Child Care + Office for Childcare
Existing Zoning: A-2 and R-2

Acres or Square Footage of Property: Approx 2 acres total
Type of Zone Request: C-2

Proposed Development: Print Shop and offices. I would like to add offices and a Print shop
in addition and in some cases in place of of Child Care operations.

If property is not subdivided, will preliminary plat be submitted? Yes No

Applicant's Signature

Date: 5/27/2020

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 emended legal description must be received promptly or the zone case may be delayed.

For City Use Only

Zone Case No.: Agenda No.:

Request for zoning change from: To:

On Lot(s) Block(s)
Address:

Lubbock Planning and Zoning,

We have operated a child care center in this/these locations since 1981. Over the years, my parents have bought property in the area in an effort to improve the area and our business complex. My brother and I have also begun to buy rental houses in this neighborhood. Together we own several houses and empty lots in this neighborhood. Almost all of the properties are bordered by a house or empty lot that we own.

Originally most of the property belonged to different churches, and at one time the 27th building was also a print shop.

We would like to continue to improve the area by being able to provide screening, fences, better parking lots, etc.

On the same side of University (east side) we have a C-2 zoning area just a street over and right next the C-2 is C-3 zoning.

All these properties are on the east side of University (not in Tech Terrace, and will not affect Tech Terrace).

We have been operating under an A-2 Zoning district for most of the 40 years, and its very possible the zoning would have looked different because other business operated in the area as we bought up properties over 40 years. It will not be a big jump for the area to go from A-2 to C-2.

A C-2 zoning will allow for improvements and growth along the east side of University. This would benefit East Lubbock business and residents.

Thank you for your consideration.

Stace Jones

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 email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2108.

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.: **3413**

In Favor of

Opposed

Reasons and/or Comments:

Print Name A Thomas Jones

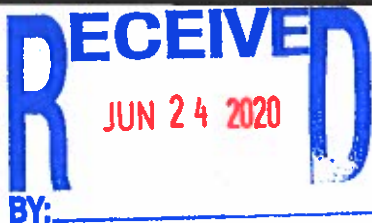
Signature: 

Address: 7001 87th St. Lubbock, TX 79424

Address of Property Owned: 2431 24th St.

Phone Number: 806 792 1028

Email: _____



Zone Case Number: **3413**
JONES, A THOMAS
% CHRISTIAN PRE SCHOOL
CENTERS INC
7001 87TH ST
LUBBOCK

R48339

TX 79424

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 email to CityPlanning@mylubbock.us.

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Please check one of the following to indicate if you are in favor of, or oppose, the

zone change requested by: P&Z Case No.: **3413**

In Favor of

Opposed

Reasons and/or Comments:

Print Name A Thomas Jones

Signature: 

Address: 7001 87th St. Lubbock, TX 79424

Address of Property Owned: 2433 24th St.

Phone Number: 806 792 1028

Email: _____

33 of 65



Zone Case Number: **3413**

R31403

JONES BRENDA

7001 87TH ST

LUBBOCK

TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2108.

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.: **3413**

In Favor of

Opposed

Reasons and/or Comments:

Print Name A. Thomas Jones

Signature: *A. Thomas Jones*

Address: 7001 87th St, Lubbock, TX 79424

Address of Property Owned: 2430 27th St.

Phone Number: 806 792 1028

Email: _____

40 of 65



Zone Case Number: **3413**

R100637

JONES, A THOMAS

7001 87TH ST

LUBBOCK

TX 79424

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 email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2108.

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.:** **3413**

In Favor of

Opposed

Reasons and/or Comments:

Print Name A Thomas Jones

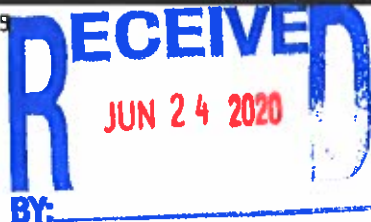
Signature: 

Address: 7001 87th St., Lubbock TX 79424

Address of Property Owned: 2509 University Ave

Phone Number: 806 792 1028

Email: _____



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 email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2108.

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.:** **3413**

In Favor of

Opposed

Reasons and/or Comments:

Print Name A Thomas Jones

Signature: 

Address: 7001 87th St Lubbock TX 79424

Address of Property Owned: 2503 University Ave

Phone Number: 804 792 1028

Email: _____



Zone Case Number: **3413** R31060
JONES A THOMAS & BRENDA
7001 87TH ST

LUBBOCK TX 79424-4739

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 email to CityPlanning@mylubbock.us.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2108.

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.: 3413

In Favor of

Opposed

Reasons and/or Comments:

Noisy and busy now.
I have invested 29 years in my home and neighborhood.
I don't think an increase in noise and activity
would benefit my investment.

Print Name

Susan Parks

Signature:

Susan Parks

Address:

2428-28th St.

Address of Property Owned:

Same

Phone Number:

806-799-1034

Email:

~~scparks247@gmail.com~~ scparks247@gmail.com

3413 Photos



University Avenue and 25th Street looking northeast.



University Avenue and 25th Street looking southeast.



University Avenue and 26th Street looking northeast.



University Avenue and 26th Street looking southwest.

3413 Photos



University Avenue and 27th Street looking northeast.



University Avenue and 27th Street looking southeast.



University Avenue looking northwest.



University Avenue looking southwest.



Regular City Council Meeting

8. 9.

Meeting Date: 08/11/2020

Information

Agenda Item

Resolution - Planning: Consider a resolution authorizing the Mayor to execute an Annexation Agreement with Four EC, LLC, for an area of land generally described as approximately seventy-two (72) acres, adjacent to the western city limits of the City of Lubbock, north of 50th Street and east of Alcove Avenue.

Item Summary

Four EC, LLC is the owner of a tract of land containing approximately 72 acres that is surrounded by the City of Lubbock. The owner is requesting consideration of voluntary annexation of the land into the City. The first step in the voluntary annexation process is to establish a service plan that both the City and the property owner agree upon. The proposed annexation agreement (to be provided to Council at the meeting) sets forth the plan for services between the City of Lubbock and Four EC, LLC. If the agreement is approved by the City Council, staff will schedule a public hearing for the next available City Council meeting, to consider annexation of the property.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution

Annexation Map

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 Annexation Agreement, by and between the City of Lubbock and FOUR EC, LLC, 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.

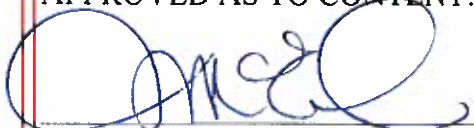
Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

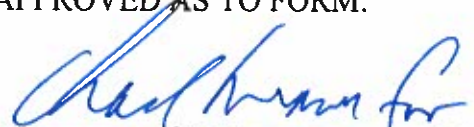
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



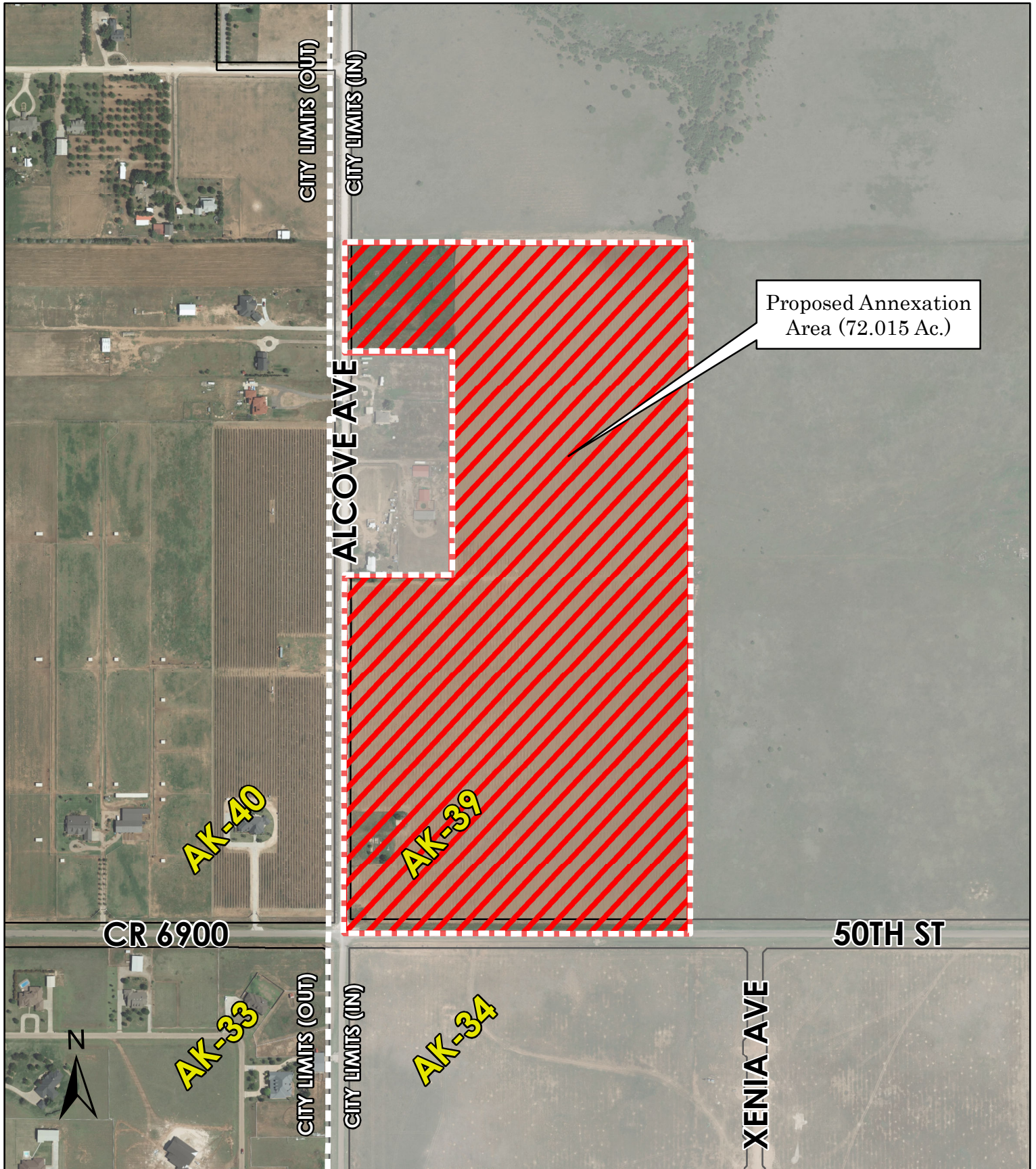
Jeisca McEachern, Assistant City Manager

APPROVED AS TO FORM:

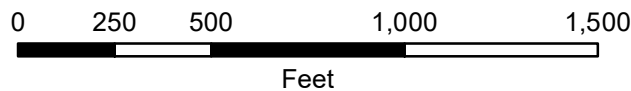


Kelli Leisure, Assistant City Attorney

Proposed Annexation Area (72.015 Ac.) in the Southwest Quarter (SW/4) of Section 39, Block AK, Lubbock County



As required by Chapter 2051, Geospatial Data Products of the Government Code, this product 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

8. 10.

Meeting Date: 08/11/2020

Information

Agenda Item

Ordinance 2nd Reading - Public Works Streets: Consider Ordinance No. 2020-O0098, amending Chapter 40 “Zoning” of the Code of Ordinances regarding brick streets and alleys.

Item Summary

On July 28, 2020, the City Council approved the first reading of the ordinance.

On January 28, 2020, the City Council heard a presentation by Overland Partners, Inc. regarding the Downtown Master Plan Update, which made specific recommendations to the City Council regarding brick streets and alleys in Downtown Lubbock. The City Council approved and adopted the Downtown Master Plan Update on June 9, 2020. The City considers Overland's recommendation for brick streets an important resolution to the long-standing issue of the high cost of maintenance of brick streets and alleys, and is therefore recommending ordinance changes consistent with these recommendations.

This ordinance is being recommended by the Streets Subcommittee which was appointed by the City Council. The proposed ordinance pertains to all brick streets and alleys in the City of Lubbock, not just those in downtown. The Planning and Zoning Commission reviewed and recommended the changes to the ordinance at their July 2, 2020 meeting.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission
Streets Subcommittee

Attachments

Brick Streets Ordinance

Brick Ordinance Redline - jm2

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 40 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, BY REPEALING SECTIONS 36.07.011 AND 36.08.006 IN THEIR ENTIRETY, AND AMENDING SECTION 40.03.3221 "PUBLIC IMPROVEMENTS" REGARDING BRICK STREETS AND ALLEYS; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the on January 28, 2020 work session of the City Council of the City of Lubbock, the City Council heard a presentation by Overland Partners, Inc. ("Overland") regarding the Downtown Master Plan Update (the "Plan"), and

WHEREAS, as a part of the Plan, Overland made specific recommendations to the City Council regarding brick streets and alleys in Downtown Lubbock; and

WHEREAS, the City considers Overland's recommendation for brick streets an important resolution to the long-standing issue of the exorbitant cost of maintenance of brick streets and alleys; and

WHEREAS, at the regularly scheduled meeting of the Planning and Zoning Commission (the "Commission") on July 2, 2020, staff provided a report of, and the Commission considered, the recommended ordinance changes below:

WHEREAS, the Commission recommends approval of the following ordinance amendments; **NOW THEREFORE**

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

SECTION 1. THAT Sections 36.07.011 and 36.08.006 are repealed in their entirety, and the remainder of the Articles within which they are, shall be renumbered accordingly.

SECTION 1. THAT 40.03.3221(b) of the Code of Ordinances of the City of Lubbock, Texas, is amended to read as follows:

Sec. 40.03.3221 Public improvements

(b) Brick streets and alleys.

(1) Protection. In keeping with the policies outlined in section 40.03.3213, brick streets and alleys are protected as an important part of the city's history.

(A) Any portion of the following brick streets disturbed by any public or private agency for any reason must be replaced in a manner consistent with one or more designs adopted by the City Council which shall respect the aesthetics, if not the actual material of the following streets:

- (i) Broadway Avenue (between University Avenue to Avenue E);
- (ii) Crickets Avenue (between 17th Street and Broadway Avenue);
- (iii) Buddy Holly Boulevard (between 16th Street and 8th Street);
- (iv) Texas Avenue (between 19th Street and 7th Street), and
- (v) Avenue J (between 16th Street and 9th Street).

(B) All other brick streets disturb for any reason, other than utility repairs, may be replaced by asphalt or concrete in a manner consistent with Article 36.04 of this Code of Ordinances.

(i) Review. Review and approval of requests for removal or reconstruction should be conducted prior to project bid, and must be completed before removal or reconstruction can begin. Any contractor or department wishing to remove or alter a brick street surface must submit complete plans to the Director of Public Works, or designee, for approval.

(ii) Appeal. Any applicant or interested person aggrieved by a ruling of the Director of Public works appeal to the Zoning Board of Adjustment of the City of Lubbock.

(C) Any bricks removed from any street or alley, whether through repair, reconstruction or removal, are the property of the City of Lubbock and must be returned to the Streets Department.

(2) Repair. Any utility cuts or other disturbances to brick street surfaces must be repaired in a manner consistent with original construction as outlined in Sections 36.05.002 through 36.05.004.

SECTION 3. THAT a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable in accordance with state law and Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2020.

Passed by the City Council on second reading this _____ day of _____, 2020.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Juan Chadis, Councilman, District I



Jeff Griffith, Mayor Pro Tem

APPROVED AS TO FORM:



Kelli Leisure, Assistant City Attorney

~~Sec. 36.07.011 — Brick streets~~

~~(a) — Brick streets are protected as an important part of the city's history. Any portion of any brick street surface disturbed by any public or private agency for any reason must be replaced in a manner consistent with original construction. Any bricks removed from any street, whether through repair, reconstruction or removal, are the property of the City of Lubbock and must be returned to the streets department.~~

~~(b) — Repair. Any utility cuts or other disturbances to brick street surfaces must be repaired in a manner consistent with original construction as outlined in sections 36.05.002 and 36.05.003.~~

~~(c) — Removal or reconstruction. Occasionally circumstances may lead to a request for removal or reconstruction of a section of a brick street. Requests for removal of brick streets must be reviewed by the urban design and historic preservation commission prior to project bid, and must be completed before removal or reconstruction can begin, as outlined in section 40.03.3221.~~

~~Sec. 36.08.006 — Brick alleys~~

~~(a) — Brick alleys are protected as an important part of the city's history. Any portion of any brick alley surface disturbed by any public or private agency for any reason must be replaced in a manner consistent with original construction. Any bricks removed from any alley, whether through repair, reconstruction or removal, are the property of the City of Lubbock and must be returned to the streets department.~~

~~(b) — Repair. Any utility cuts or other disturbances to brick alley surfaces must be repaired in a manner consistent with original construction as outlined in sections 36.05.002 and 36.05.003.~~

~~(c) — Removal or reconstruction. Occasionally circumstances may lead to a request for removal or reconstruction of a section of a brick alley. Requests for removal of brick alleys must be reviewed by the urban design and historic preservation commission prior to project bid, and must be completed before removal or reconstruction can begin, as outlined in section 40.03.3224.~~

Sec. 40.03.3221 Public improvements

(b) Brick streets and alleys.

(1) Protection. In keeping with the policies outlined in section 40.03.3213, brick streets and alleys are protected as an important part of the city's history.

(A) Any portion of ~~any the following downtown~~ brick streets ~~or alley surface~~ disturbed by any public or private agency for any reason must be replaced in a manner consistent with ~~original construction~~ the aesthetics existing material of the street:-

(i) ~~Broadway Avenue (between Avenue Q to Avenue E);~~

(ii) Crickets Avenue (between 19th Street and Broadway Avenue);

(iii) Buddy Holly Boulevard (between 19th Street and 7th Street);

(iv) Texas Avenue (between 19th Street and 7th Street), or

(v) Avenue J (between 16th Street and 9th Street).

(B) All other brick streets or alleys disturbed for any reason, shall be replaced by asphalt in a manner consistent with Article 36.04 of this Code of Ordinances.

(C) Any bricks removed from any street or alley, whether through repair, reconstruction or removal, are the property of the City of Lubbock and must be returned to the Streets Department.

(2) Repair. Any utility cuts or other disturbances to brick street or alley surfaces must be repaired in a manner consistent with original construction as outlined in Sections 36.05.002 through 36.05.004.

(3) Removal or reconstructionReconstruction. Occasionally, circumstances may lead to a request for ~~removal or~~ reconstruction of a section of one of the brick streets ~~or alley in (b)(1) of this Section.~~ Such circumstances might include a major reconstruction of the street due to drainage issues or a reconfiguration of streets due to aggregation of property for redevelopment. Requests for removal of brick streets must be reviewed by the Director of Public Works, or designee, Urban Design and Historic Preservation Commission. In making a determination concerning removal of brick streets, the ~~Commission-Director or designee~~ must consider one or more of the following factors, plus any other information presented at the time of the request:

- (A) Adjacent to historic or potentially historic buildings
- (B) Majority of the brick surface intact
- (C) Importance to neighborhood history
- (D) Importance to downtown redevelopment efforts
- (E) Structural condition/indications for long-term stability

(4) Review. Review of requests for removal or reconstruction should be conducted prior to project bid, and must be completed before removal or reconstruction can begin. Any contractor or department wishing to remove or alter a brick street surface must submit complete plans to the Director of Public Works, or designee, Secretary of the Urban Design and Historic Preservation Commission, and review of such plans will be placed on the next available agenda of the commission.

(5) Appeal. Any applicant or interested person aggrieved by a ruling of the ~~urban design commission under the provisions of subsection (b) of this section~~ may, ~~within thirty (30) days after the ruling, appeal in writing to the City Council.~~Director of Public works appeal to the Zoning Board of Adjustment of the City of Lubbock.

DRAFT



Regular City Council Meeting

8. 11.

Meeting Date: 08/11/2020

Information

Agenda Item

Ordinance 2nd Reading - Environmental Health: Consider Ordinance No. 2020-O0102, amending Article 8.19 "Mobile Food Vendors" of the City of Lubbock Code of Ordinances, with respect to the permitting requirements of mobile food vendors.

Item Summary

On July 28, 2020, the City Council approved the first reading of the ordinance.

Article 8.19 sets forth requirements for the permitting and operation of mobile food vendors within the City of Lubbock. The article had tasked the Planning Department with the responsibility for review and permitting of these vendors, however, a vendor was also required to obtain approval and permits through the Environmental Health Department. The proposed amendment will consolidate these responsibilities in the Environmental Health Department, resulting in a more efficient operation and a streamlined process for the customer.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

MFV Ordinance

Mobile Food Vendors Redline

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 8.19 "MOBILE FOOD VENDORS" OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS; TO ALLOW FOR AND TO REGULATE MOBILE FOOD VENDORS; REQUIRING AN INSPECTION AND PERMITS; ESTABLISHING A FEE, DISTANCE REQUIREMENTS, AND HOURS OF OPERATION; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the Environmental Health Department is the customer's first contact whenever a Mobile Food Vendor is seeking permission to operate within the City limits of Lubbock; and

WHEREAS, the Environmental Health Department has primary responsibility for the application review and facilities inspection of mobile food vendors, including the issuance of food service permits; and

WHEREAS, The City Council of the City of Lubbock Texas finds and determines that it is in the best interests of the public health, safety and welfare of the citizens of the City of Lubbock to amend Article 8.19 of the Lubbock Code of Ordinances to provide for improved efficiency and customer service, NOW, THEREFORE,

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

SECTION 1. THAT Article 8.19 of the Code of Ordinances of the City of Lubbock, Texas is hereby amended to read as follows:

ARTICLE 8.19 MOBILE FOOD VENDORS

Sec. 8.19.001 Definitions

Commissary location. An established location where food service providers can prepare and store their food, as well as a location to store a mobile unit while not in use.

Edible goods. All food products designed for human consumption.

Food service establishment. Any business that sells edible goods from a fixed location and has been inspected and approved by the Environmental Health Department, including commercial kitchens and commissaries.

Mobile. The state of being in active, but not necessarily continuous, movement; capable of being moved and not permanently fixed or placed.

Mobile food vendor. Any person that sells edible goods from a mobile unit within the city, except a person who has been issued a permit to operate an ice cream sales vehicle who is regulated pursuant to article 8.14 of the Code of Ordinances of the city.

Mobile unit. Means and includes:

- (1) Mobile food truck: A self-contained motorized unit from which a mobile food vendor offers for sale or sells edible goods to the public;
- (2) Concession cart: A mobile vending unit that must be moved by non-motorized means from which a mobile food vendor offers for sale or sells edible goods to the public; or
- (3) Concession trailer: a vending unit that is pulled by a motorized unit and has no power to move on its own from which a mobile food vendor offers for sale or sells edible goods to the public.

Stationary location. Position of the mobile unit when not in motion and addressing the public for the purpose of sales.

Sec. 8.19.002 Inspections, permits and fee

- (a) A mobile food vendor shall complete and submit an application for a mobile food-vending permit to the Environmental Health Department Manager, which shall be reviewed and approved by the Director of Planning. Said vendor shall further complete and pass all required inspections through the Fire Marshal's office and the Environmental Health Department. The fee for submitting an application for a mobile food-vending permit shall be \$250.00, or as may hereafter be set forth in the annual budget, said fee to be paid at the time the application is submitted to the Environmental Health Manager.
- (b) A mobile food vendor shall obtain both a mobile food-vending permit and a food service permit from the Environmental Health Department prior to conducting business in the city. All required inspections from the Fire Marshal's office must be successfully completed prior to consideration and approval of a mobile food-vending permit by the Environmental Health Department.
- (c) The mobile food-vending permit issued by the Environmental Health Department shall be valid for one (1) year from the date of permit issuance.
- (d) Exception: Mobile food vendors using concession carts solely for the sale of ice cream shall be exempt from this Article.

Sec. 8.19.003 Permitted locations

Subject to the provisions of this article, mobile food vendors shall be permitted to conduct business in the following zoning districts: C-3, C-4, IHC, IHI, M-1, M-2, CB1, CB2, CB3, CB4, CB5, and CB6, or any equivalent district(s) should zoning designations be altered, as determined by the Director of Planning. Additionally, mobile food vendors shall be permitted to conduct business in the following locations; AM zoning district generally located within the boundaries of 19th Street to the north,

Indiana Avenue to the east, 24th Street to the south, and Quaker Avenue to the west, more particularly described in the City's Comprehensive Land Use Plan as the "AM Policy District." Mobile food vendors shall be permitted to conduct business in city parks upon completion and receipt of a parks and recreation mobile food vendor agreement, but only in the places and times set apart and designated by the Director of Parks and Recreation.

Sec. 8.19.004 Distance regulations

- (a) A mobile food vendor shall not conduct business within any residential or apartment zoning district. A mobile food vendor shall not conduct business within two hundred (200) feet of the boundary line of any residential or apartment zoning district.
- (b) A mobile food vendor shall not conduct business within two hundred (200) feet of the primary entrance of an open and operating food service establishment. This buffer may be reduced upon receiving written, notarized permission from the owner of said establishment.
- (c) If a new food service establishment opens within the two hundred (200) foot buffer of a mobile food vendor as set forth in subsection (b) above, the mobile food vendor must receive written, notarized permission from the new establishment's owner to continue operating at that location.
- (d) A mobile food vendor shall not locate closer than nine (9) feet to any front property line (adjacent to any street) or any rear property line (adjacent to any alley). The mobile food vendor shall not locate a mobile unit in such a manner or location that obstructs or causes to be obstructed the passage of any sidewalk, street or alley or any other public place, by causing people to congregate at or near the mobile unit.
- (e) A mobile food vendor shall not locate on any private property without written permission to do so and must comply and leave the property if asked to leave by the property owner. A copy of the owner's written and notarized permission to operate in a specific location signed by the owner shall be kept within the mobile unit at all times.

Sec. 8.19.005 Hours of operation

No mobile food vendor shall operate between the hours of 3:00 a.m. and 6:00 a.m. The mobile unit shall be properly stored at its commissary location as required by section 8.19.007 and shall not be left or stored at any alternate location.

Sec. 8.19.006 Mobile food vendor requirements

The following regulations shall apply to mobile food vendors:

- (1) A mobile food vendor shall comply with all regulations established and enforced by the Environmental Health Department and the Fire Marshal's office and maintain compliance with all requirements with regard to permitting.

- (2) Each mobile unit shall be equipped with a portable trash receptacle and the mobile food vendor shall be responsible for proper disposal of solid waste and wastewater in compliance with the Code of Ordinances of the city.
- (3) Noises emanating from a mobile unit shall not violate Section 14.04 of this Code of Ordinances or state law. Noxious fumes or odors shall not emanate from a mobile unit, unless effectively abated in an approved manner.
- (4) A mobile unit shall be parked on a properly paved surface as set forth in section 40.01.003(108)(A) of the Code of Ordinances of the city when at a stationary location.
- (5) A mobile unit shall not block any fire lane or drive aisle.
- (6) No mobile unit may park on a lot without a primary structure, unless the mobile unit is conducting business in the central business district.
- (7) Except as otherwise approved, a mobile food vendor shall register a commissary location with the Environmental Health Department at which the mobile unit shall be stored when a mobile food vendor is prohibited from conducting business as set forth in section 8.19.005.
- (8) No mobile food vendor shall conduct business in the public right-of-way and shall not block access to any parcel or alley, unless a proper street use license is approved by the city pursuant to section 36.01.004 of the Code of Ordinances.
- (9) No mobile unit shall locate in such a manner as to cause any obstruction within a visibility triangle as set forth in section 40.03.2196 of the Code of Ordinances.
- (10) It shall be unlawful for any person to operate as a mobile food vendor without complying with the Texas Food Establishment Rules as amended from time to time.
- (11) A mobile unit shall be inspected by the Fire Marshal's office prior to the issuance of a mobile food-vending permit. The inspection shall take place at the Fire Marshal's office and shall include the following:
 - (A) A valid driver's license and current Texas Department of Public Safety license plates and state inspection sticker, except for a concession cart which is not required to have license plates or an inspection sticker. The mobile unit must be in good working order.
 - (B) A mobile unit must have a 2A:10B:C sized extinguisher with an annual inspection tag from a Texas licensed inspection company or a receipt indicating purchase within the past year. If frying media (grease)

is used, a class K extinguisher shall be required in the mobile unit. Any mobile unit equipped with an automatic extinguishing system shall have a current (bi-annual) inspection tag from a Texas licensed inspection company. All mobile units shall maintain ten (10) feet of clearance for access. Mobile units equipped with an automatic extinguishing system shall maintain ten (10) feet of clearance from combustible structures. Mobile units not equipped with an automatic extinguishing system that produce grease laden vapors shall maintain a fifty (50) foot distance from combustible structures or parked, unattended vehicles.

(C) All cooking appliances in the mobile unit shall be of an approved type, listed and labeled, for the use intended. Appliances shall be installed in accordance with the manufacturer's instructions. Coleman camp stoves or the equivalent shall be prohibited. All cooking appliances shall have an approved, labeled and listed on-off valve.

(D) All propane and natural gas appliances shall be pressure tested annually and have only approved listed parts and no rubber hoses shall be allowed. All piping shall be in accordance with Natural Fire Protection Association (NFPA) 58 and be protected from physical damage. Mounting and placement of containers shall comply with NFPA 58 and Texas Department of Transportation regulations. The capacity limit of propane and natural gas containers or cylinders shall be determined by the Fire Marshal's office after consideration of features that secure and protect the container.

(E) Cooking surfaces in the mobile unit shall be kept clean of grease build-up. Trash containers and debris shall be emptied regularly. Extension cords shall not be utilized for appliances. Appliances shall be plugged directly into electrical outlets.

(F) The Fire Marshal's office is herein authorized to conduct all inspections as necessary to determine the extent of compliance at any time.

Sec. 8.19.007 Commissary location

(a) Any mobile unit stored on a commercial lot shall be entirely enclosed within a building, or hidden from view behind the primary structure.

(b) Any mobile unit stored in a residential area shall comply with the Code of Ordinances of the city as to the recreational vehicle standards for storage.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this ____ day of _____, 2020.

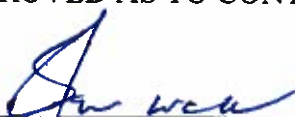
Passed by the City Council on second reading this ____ day of _____, 2020.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Stevan Walker, Environmental Health Manager

APPROVED AS TO FORM:



Amy Sims, Deputy City Attorney

ARTICLE 8.19 MOBILE FOOD VENDORS

Sec. 8.19.001 Definitions

Commissary location. An established location where food service providers can prepare and store their food, as well as a location to store a mobile unit while not in use.

Edible goods. All food products designed for human consumption.

Food service establishment. Any business that sells edible goods from a fixed location and has been inspected and approved by the Environmental Health Department, including commercial kitchens and commissaries, ~~and shall specifically exclude accessory or self-serve retail food sales.~~

Mobile. The state of being in active, but not necessarily continuous, movement; capable of being moved and not permanently fixed or placed.

Mobile food vendor. Any person that sells edible goods from a mobile unit within the city, except a person who has been issued a permit to operate an ice cream sales vehicle who is regulated pursuant to [article 8.14](#) of the Code of Ordinances of the city.

Mobile unit. Means and includes:

- (1) ~~A mobile~~ Mobile food truck: a self-contained motorized unit from which a mobile food vendor offers for sale or sells edible goods to the public;
- (2) ~~A concession~~ Concession cart: a mobile vending unit that must be moved by non-motorized means from which a mobile food vendor offers for sale or sells edible goods to the public; or
- (3) ~~A concession~~ Concession trailer: a vending unit that is pulled by a motorized unit and has no power to move on its own from which a mobile food vendor offers for sale or sells edible goods to the public.

Stationary location. Position of the mobile unit when not in motion and addressing the public for the purpose of sales.

Sec. 8.19.002 Inspections, permits and fee

(a) A mobile food vendor shall complete and submit an application for a mobile food-vending permit to the ~~director of planning~~ Environmental Health Department Manager which ~~and shall be reviewed and approved by the Director of Planning.~~ Said vendor shall further complete and pass all required inspections through the Ffire Mmarshal's office and the Environmental Health Department. The fee for submitting an application for a mobile food vending permit shall be \$250.00, or as may hereafter be set forth in the annual budget, said fee to be paid at the time the application is submitted to the~~director of planning~~ Environmental Health Manager.

(b) A mobile food vendor shall obtain: ~~(1) both~~ a mobile food-vending permit ~~issued by the planning and zoning department; and (2) and~~ a food service permit from the Environmental Health Department prior to conducting business in the city. All required inspections from the ~~F~~ire ~~M~~arshal's office must be successfully completed prior to consideration and approval of a mobile food vending permit by the ~~planning and zoning~~ Environmental Health department.

(c) The mobile food vending permit issued by the ~~planning and zoning~~ Environmental Health department shall be valid for one (1) year from the date of permit issuance.

(d) Exception: Mobile food vendors using concession carts solely for the sale of ice cream shall be exempt from this Article.

Sec. 8.19.003 Permitted locations

Subject to the provisions of this article, mobile food vendors shall be permitted to conduct business in the following zoning districts: C-3, C-4, IHC, IHI, M-1, M-2, CB1, CB2, CB3, CB4, CB5, and CB6, or any equivalent district(s) should zoning designations be altered, as determined by the Director of Planning. Additionally, mobile food vendors shall be permitted to conduct business in the following locations; AM zoning district generally located within the boundaries of 19th Street to the north, Indiana Avenue to the east, 24th Street to the south, and Quaker Avenue to the west, more particularly described in the City's Comprehensive Land Use Plan as the "AM Policy District." Mobile food vendors shall be permitted to conduct business in city parks upon completion and receipt of a parks and recreation mobile food vendor agreement, but only in the places and times set apart and designated by the director of parks and recreation. (Ordinance 2014-O0157, sec. 1, adopted 11/20/2014; Ordinance 2015-O0100, sec. 1, adopted 9/24/2015; Ordinance 2018-O0083 adopted 7/26/18)

Sec. 8.19.004 Distance regulations

(a) A mobile food vendor shall not conduct business within any residential or apartment zoning district. A mobile food vendor shall not conduct business within two hundred (200) feet of the boundary line of any residential or apartment zoning district.

(b) A mobile food vendor shall not conduct business within two hundred (200) feet of the primary entrance of an open and operating food service establishment. This buffer may be reduced upon receiving written, notarized permission from the owner of said establishment.

(c) If a new food service establishment opens within the two hundred (200) foot buffer of a mobile food vendor as set forth in subsection (b) above, the mobile food vendor must receive written, notarized permission from the new establishment's owner to continue operating at that location.

(d) A mobile food vendor shall not locate closer than nine (9) feet to any front property line (adjacent to any street) or any rear property line (adjacent to any alley). The mobile food vendor shall not locate a mobile unit in such a manner or location that obstructs or causes to be obstructed

the passage of any sidewalk, street or alley or any other public place, by causing people to congregate at or near the mobile unit.

(e) A mobile food vendor shall not locate on any private property without written permission to do so and must comply and leave the property if asked to leave by the property owner. A copy of the owner's written and notarized permission to operate in a specific location signed by the owner shall be kept within the mobile unit at all times.

Sec. 8.19.005 Hours of operation

No mobile food vendor shall operate between the hours of 3:00 a.m. and 6:00 a.m. The mobile unit shall be properly stored at its commissary location as required by [section 8.19.007](#) and shall not be left or stored at any alternate location. (Ordinance 2014-O0157, sec. 1, adopted 11/20/2014)

Sec. 8.19.006 Mobile food vendor requirements

The following regulations shall apply to mobile food vendors:

- (1) A mobile food vendor shall comply with all regulations established and enforced by the Environmental Health Department and the fire marshal's office and maintain compliance with all requirements with regard to permitting.
- (2) Each mobile unit shall be equipped with a portable trash receptacle and the mobile food vendor shall be responsible for proper disposal of solid waste and wastewater in compliance with the Code of Ordinances of the city.
- (3) ~~No noise which is loud or noxious shall project~~ Noises emanating from the mobile unit shall not violate Section 14.04 of this Code of Ordinances or state law. Noxious fumes or odors shall not emanate from a mobile unit, unless effectively abated in an approved manner.
- (4) A mobile unit shall be parked on a properly paved surface as set forth in [section 40.01.003\(1089\)\(A\)](#) of the Code of Ordinances of the city when at a stationary location.
- (5) A mobile unit shall not block any fire lane or drive aisle.
- (6) No mobile unit may park on a lot without a primary structure, unless the mobile unit is conducting business in the central business district. ~~Any parking lot in the central business district occupied by a mobile unit shall comply with the central business district design guidelines.~~
- (7) ~~A~~ Except as otherwise approved, a mobile food vendor shall register a commissary location with the Environmental Health Department at which the mobile unit shall be stored when a mobile food vendor is prohibited from conducting business as set forth in [section 8.19.005](#).

(8) No mobile food vendor shall conduct business in the public right-of-way and shall not block access to any parcel or alley, unless a proper street use license is approved by the city pursuant to [section 36.01.004](#) of the Code of Ordinances.

(9) No mobile unit shall locate in such a manner as to cause any obstruction within a visibility triangle as set forth in [section 40.03.2196](#) of the Code of Ordinances.

(10) It shall be unlawful for any person to operate as a mobile food vendor without complying with the Texas Food Establishment Rules as amended from time to time.

(11) A mobile unit shall be inspected by the fire marshal's office prior to the issuance of a mobile food vending permit. The inspection shall take place at the fire marshal's office and shall include the following:

(A) A valid driver's license and current Texas Department of Public Safety license plates and state inspection sticker, except for a concession cart which is not required to have license plates or an inspection sticker. The mobile unit must be in good working order.

(B) A mobile unit must have a 2A:10B:C sized extinguisher with an annual inspection tag from a Texas licensed inspection company or a receipt indicating purchase within the past year. If frying media (grease) is used, a class K extinguisher shall be required in the mobile unit. Any mobile unit equipped with an automatic extinguishing system shall have a current (bi-annual) inspection tag from a Texas licensed inspection company. All mobile units shall maintain ten (10) feet of clearance for access. Mobile units equipped with an automatic extinguishing system shall maintain ten (10) feet of clearance from combustible structures. Mobile units not equipped with an automatic extinguishing system that produce grease laden vapors shall maintain a fifty (50) foot distance from combustible structures or parked, unattended vehicles.

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(D) All propane and natural gas appliances shall be pressure tested annually and have only approved listed parts and no rubber hoses shall be allowed. All piping shall be in accordance with Natural Fire Protection Association ([NFPA](#)) 58 and be protected from physical damage. Mounting and placement of containers shall comply with Natural Fire Protection Association ([NFPA](#)) 58 and Texas Department of Transportation regulations. The capacity limit of propane and natural gas containers or cylinders shall be determined by the fire marshal's office after consideration of features that secure and protect the container.

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(F) The fire marshal's office is herein authorized to conduct all inspections as necessary to determine the extent of compliance at any time.

Sec. 8.19.007 Commissary location

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Regular City Council Meeting

8. 12.

Meeting Date: 08/11/2020

Information

Agenda Item

Resolution - Finance: Discussion concerning property tax rates and impact it may have on City operations, the FY 2020-21 Operating Budget and Capital Program and consideration of a resolution adopting a proposed tax rate that will result in additional revenues as outlined in Section 26.05 (d) of the Tax Code of the State of Texas, and setting the date for the public hearing to discuss the proposed tax rate.

Item Summary

When a proposed tax rate exceeds the voter-approval rate or the no-new-revenue rate, whichever is lower, State law requires that the City Council must vote to place a proposal to adopt the rate on the agenda of a future meeting as an action item. The rate proposed in the FY 2020-21 Operating Budget is \$0.541573 per \$100 valuation, which is higher than the 2020 no-new-revenue rate of \$0.535885 and lower than the 2020 voter-approval rate of \$0.545205. The debt rate is proposed to decrease from \$0.13178 to \$0.120433, and the proposed maintenance and operations rate decreases from \$0.40309 to \$0.398672. The economic development rate also decreases in the proposed tax rate to \$0.022468. This budget will raise more revenue from property taxes than last year's budget by \$1,530,767, which is a 1.61% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$2,395,573.

The certified values were received from Lubbock Central Appraisal District on July 24, 2020.

The approval of this resolution is not the adoption of the tax rate, but is required for the publication of a proposed tax rate and the scheduling of a public hearing to discuss the proposed tax rate. The rate that is formally adopted by the City Council in September 2020 will follow a public hearing, two readings of the tax ordinance, and public discussion.

The Texas Constitution and Property Tax Code embody the concept of truth-in-taxation to require taxing units to comply with certain steps in adopting their tax rates. The truth-in-taxation laws have two purposes:

1. To make taxpayers aware of tax rate proposals; and
2. To allow taxpayers, in certain cases, to roll back or limit a tax increase.

The truth-in-taxation requirements are contained in the Texas Tax Code, Chapter 26.

No-New-Revenue Tax Rate:

The 2020 no-new-revenue rate is \$0.535885. The no-new-revenue tax rate is a calculated rate that will provide the City with about the same amount of revenue it received during the prior year on properties taxed in both years.

Voter-Approval Tax Rate:

The 2020 voter-approval rate is \$0.545205. The voter-approval rate is a calculated maximum rate allowed by law without voter approval. The voter-approval rate provides the City with approximately the same amount of tax revenue it spent the previous year for day-to-day operations, plus an extra 3.5% increase for those operations plus sufficient funds to pay debts in the coming year. If the City adopts a tax rate that is higher than the voter-approval rate, an automatic election must be held on the next November uniform election date.

If the tax rate proposed by the City Council exceeds the no-new-revenue tax rate or voter-approval rate, whichever is lower, the City must follow legislative guidelines for proposing and adopting a tax rate. These guidelines include:

1. The City Council must vote to place a proposal to adopt the rate on the agenda of a future City Council meeting as an action item. The vote must be recorded. This guideline will be fulfilled with the passage of this agenda item.
2. The proposal must specify the desired rate. The City Council cannot vote to adopt a proposal to increase taxes by an unspecified amount.
3. If the motion passes, the City Council must schedule one public hearing on the proposal to increase taxes.
4. The City Council must notify the public of the date, time and place for the public hearing and publish information about the proposed tax rate no later than five days prior to the date of the public hearing in a local newspaper and publish the notice continuously at least 7 days before the public hearing on the City of Lubbock website and Channel 2.
5. After publishing the required notice, the City must hold the public hearing. Taxpayers must have the opportunity to express their views on the increase at the public hearing. The City Council may adopt the tax rate at the public hearing, but if they do not, they must announce at the public hearing the date and time of the meeting that they will adopt the tax rate.
6. The Tax Code requires that City Council adopt the tax rate no more than seven days after the public hearing.

The public hearing to discuss the proposed tax rate is scheduled for 5:00 p.m. on September 2, 2020, in the City Council Chambers

Fiscal Impact

The cost of the publication of the notices is budgeted in the Adopted FY 2019-20 Operating Budget.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution (c) - Proposed Tax Rate

RESOLUTION

WHEREAS, the City Council of the City of Lubbock desires to place a proposal to adopt a property tax rate that will result in additional revenue as outlined in Section 26.05(d) of the Tax Code of the State of Texas on the agenda of a future meeting as an action item and schedule public hearings; NOW THEREFORE:

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

THAT the City Council of the City of Lubbock hereby adopts a proposed property tax rate of \$0.541573 per \$100 valuation that will result in additional revenue. The breakout of the tax rate is as follows:

\$0.120433 per \$100 valuation to the Interest and Sinking Fund;

\$0.398672 per \$100 valuation to the General Fund; and

\$0.022468 per \$100 valuation to the Economic Development Fund.

THAT the City Council of the City of Lubbock sets the date for the public hearing on the proposed tax rate on September 2, 2020 at 5:00 p.m. in the City Council Chambers located at 1314 Avenue K, Lubbock, Texas. A vote on the tax rate shall be placed upon a future City Council agenda.

Passed by the City Council this _____ day of _____, 2020.

VOTING FOR PASSAGE:

VOTING AGAINST PASSAGE:

Council members present but not voting: _____

Council members absent: _____

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:



Amy L. Sims, Assistant City Attorney